

Request for Proposal

For

**Selection of Developer(s) for Setting of Pine Leaves
and Other Biomass Based Briquetting/Bio Oil
Projects**

Under

**“Policy for Power Generation from Pine Leaves and
Other Biomass- 2018”**

**RfP No.: 06/UREDA/Pineleaves/RfP/2020-21
dated: 30/05/2020**

Issued By:

**Uttarakhand Renewable Energy Development Agency, (UREDA)
(Department of Renewable Source of Energy, Govt. of Uttarakhand)
Urja Park Campus, Industrial Area, Patel Nagar, Dehradun 248001
Tel.No. 0135-2521553, 2521387, Fax: 0135-2521386,
Website:<http://ureda.uk.gov.in> E-mail: pirul.uredahq@gmail.com**

Selection of Developer(s) for Setting of Pine leaves and other biomass based briquetting projects or bio-oil projects

Issued By:

Director,
Uttarakhand Renewable Energy Development Agency (UREDA)
Urja Park Campus, Industrial Area, Patel Nagar, Dehradun 248001
Tel.No. 0135-2521553, 2521387, Fax: 0135-2521386,
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Request for Proposal (hereinafter referred to as RFP) for selection of developer(s) for setting of pine leaves and other biomass based Briquetting/Bio Oil Projects under "Policy for Power Generation from Pine Leaves and Other Biomass- 2018"

This RfP Document along with Annexure is issued to:

M/s. _____

NOTES:

1. This document is not transferable.
2. Though adequate care has been taken while preparing the RfP Project Document, the Applicant shall satisfy himself that the document is complete in all respects. Intimation of any discrepancy shall be given to this office immediately. If no intimation is received from any Applicant within ten days from the date of issue of the Application documents, it shall be considered that the Application document complete in all respects has been received by the Applicant.
3. Uttarakhand Renewable Energy Development Agency (UREDA) may modify, amend or supplement this RfP Document including all annexure.

Correspondence at:

To

Address:

Director,
Uttarakhand Renewable Energy Development Agency
Urja Park Campus, Industrial Area, Patel Nagar, Dehradun 248001
Tel.No. 0135-2521553, 2521387, Fax: 0135-2521386,
Website:<http://ureda.uk.gov.in> E-mail: pirul.uredahq@gmail.com

DISCLAIMER

1. This Request for Proposal (RfP) document is not an agreement or offer by UREDA to the prospective Applicants or any other party. The purpose of this RfP is to provide interested parties with information to assist the formulation of their Application. This RfP is based on material and information available in public domain.
2. This RfP, along with its Formats, is not transferable. The RfP and the information contained therein are to be used only by the person to whom it is issued. It shall not be copied or distributed by the recipient to third parties. In the event that the recipient does not continue with its involvement in the application process in accordance with this RfP, this RfP must be kept confidential.
3. While this RfP has been prepared in good faith, neither UREDA nor its employees or consultants make any representation or warranty express or implied as to the accuracy, reliability or completeness of the information contained in this RfP.
4. Neither UREDA Representative, its employees nor its consultants will have any liability to any Applicant or any other person under the law of contract, tort, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this RfP, any matter deemed to form part of this RfP, the information supplied by or on behalf of UREDA or its employees, any consultants or otherwise arising in any way from the selection process.

SECTION 1

Definitions

DEFINITIONS - Following expressions used in the Policy would have meanings assigned to them as defined hereunder:

- a. **‘Applicant’** means JV/Consortium with CBOs or any other eligible agencies other than CBOs intending to participate for the installation of pine litter & other biomass based briquetting/bio-oil projects in the state of Uttarakhand under this policy.
- b. **‘Briquetting/Bio-oil Project’** means biomass based briquetting/bio-oil plant of capacity up to 2000 MT per annum in the state of Uttarakhand.
- c. **‘Community Based Organisation (CBOs) means** Van Panchayat, Gram Panahayat including Self Help Groups (SHGs) and their above level federations.
- d. **‘Developer’** means JV/Consortium with CBOs or any other eligible agencies other than JV/Consortium with CBOs who has been allotted the pine litter & other biomass based briquetting/bio-oil projects in the state of Uttarakhand under this policy.
- e. **‘DPR’** means Detailed Project Report.
- f. **“Forest Department”** means the Department of Forest of Government of Uttarakhand
- g. **‘GoUK’** means Govt. Of Uttarakhand.
- h. **‘Gram Panchayat’(GP)** means the Elected local body under Panchyat Raj Act, as amended from time to time in the State of Uttarakhand.
- i. **‘Letter of Award (LOA)’** means letter of award for the project to be given by UREDA to the successful developer
- j. **‘MoU’** means the Memorandum of Understanding entered into between the Developer, Forest department and UREDA detailing all terms and conditions, responsibilities, detailed implementation schedule, etc. related to biomass based briquetting/bio-oil project.
- k. **‘PAC’** means Project Approval Committee constituted by the GoUK.
- l. **‘Pine Litter and other Biomass’** means the leaves fallen from pine tree and lantana.
- m. **‘Policy’** means the Policy for Energy Generation from Pine Litter and Other Biomass–2018, unless stated otherwise.
- n. **‘Project site/area’** means the area in which the proposed project is located.
- o. **‘State’** means the State of Uttarakhand, unless stated otherwise.
- p. **‘TAC’** means Technical Appraisal Committee constituted by the GoUK and consisting of technical, financial and social experts.

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- q. **'URED A'** means the Uttarakhand Renewable Energy Development Agency, the designated State Nodal Agency of the Ministry of New & Renewable Energy, Government of India that owns the mandate for implementation of all renewable energy programmes in the state of Uttarakhand.
- r. **'Van Panchayat'(VP)** means the Elected local body under Uttaranchal Panchayati Van Niyamali 2005, as amended from time to time in the State of Uttarakhand.

The terms not defined above will have their usual meaning.

SECTION 2

INTRODUCTION

Selection of Developer(s) for Setting of Pine leaves and other biomass based briquetting projects or bio-oil projects

2.1 Issue of RfP

The detailed terms and conditions for qualification of the Applicant(s) and for application submission are indicated in the RfP. All those interested in purchasing the RfP may download the RfP document from our website: <http://ureda.uk.gov.in> and submit at the address given below with a non-refundable tender/RfP fee of **Rs.500/-** (Rupees Five Hundreds Only), inclusive of GST in the form of Demand Draft/ banker's cheque/ pay order drawn in favor of "Director, UREDA", payable at "Dehradun".

2.2 Receipt and Opening of Application

Application must be submitted to the address as given in Clause 2.12 on or before 17:00 hours (IST) on 30/07/2020. If it is a public holiday, the submission and the receipt of the Application shall be on the next working day before 17:00 hours (IST).

2.3 Correspondence for enquiries and clarifications

All correspondence, clarifications in respect of the RfP and submission of the Application shall obtain from the particular district offices of UREDA.

2.4 Capacity of each Project

- 2.4.1 The maximum capacity of pine leaves and other biomass based briquetting/bio oil project shall not be more than 2000 MT annually. However there is no minimum capacity cap.
- 2.4.2 The potential capacity of available pine leaves and other biomass based briquetting/bio oil projects for the pine leaves areas of the forest compartment shall be obtain from the forest department.
- 2.4.3 Prospective developer interested to install the Pine Leaves and Other Biomass Based Briquetting/Bio Oil Projects are required to submit their RfP document along with a non-refundable processing fee of **Rs. 2,000/-** (Rupees Two Thousands Only) in the form of Demand Draft/ banker's cheque/ pay order drawn in favour of "Director, UREDA", payable at "Dehradun".
- 2.4.4 The Applicant will be eligible to participate in the RfP only on the submission of RfP along with the cost of document and processing fee.
- 2.4.5 The Applicant should be JV/Consortium with CBOs or any other eligible agencies/entities other than CBOs intending to participate for the installation of pine litter & other biomass based energy project in the state of Uttarakhand.

2.5 Qualification Technical Criteria

The Applicants should have Technology tie-up with the suppliers of plant and machinery. The Applicants shall be required to submit the proof of having technical tie-up with the suppliers of plant and machinery. The documentary evidence/proof submitted by the Applicants in this regard should have detailed information about the technology

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Note: Tie up would mean any of (i) MOU for Technology Transfer, (ii) Technology or document sale agreement, (iii) EPC Contract, (iv) Project specific assurance to support with design and construction of the plant.

2.6 Eligible Applicant

The applicant eligible under this RfP shall be following:

- I. Societies of Uttarakhand (Registered under the Societies Registration Act 1860).
- II. Entity registered under UP Cooperative Act 1965
- III. Entity registered under Uttarakhand Self reliant Cooperative Act-2003
- IV. Proprietary/Partnership / Pvt. Ltd. Firms registered in the State of Uttarakhand
- V. Industry registered in District Industries Offices of Uttarakhand including Resin Units
- VI. The Joint Venture/Consortium formed between any CBO of the identified forest compartment with any of the eligible entities as mentioned above. However the CBO should have atleast 26% stake in Joint Venture/Consortium firm.

The Applicant is required to undertake to furnish evidence of meeting the above eligibility criteria in line with provisions of this RfP. The undertaking shall be as per enclosed Format 3.4.

2.7 Site Identification

Developer may identify any suitable site for their project nearby the pine leaves areas of the forest compartment. The details of pine leaves areas of the forest compartment with the availability of pine leaves, potential capacity etc can be obtain from the district Forest Offices. The Applicant(s) shall have to provide the name of forest range/compartment, name of nearest village, Latitude and Longitude of proposed site, available area in Sqm with khasre no. with layout map of site, block, tehsil, district of the proposed location/site in the Format 3.1.

2.8 Security Amount

Each developer shall submit the Application accompanied with the security amount of Rs. 100/- (Rs. One Hundred Only) per MT for Briquetting/Bio Oil units of the offered capacity. The security amount should be in the form of Bank Draft, FDR, CDR or Bank Guarantee issued by any Nationalized Bank. The FDR or CDR or Demand Draft shall be pledge/drawn favour of the Director, UREDA, payable at Dehradun. The Bank Guarantee in the form of Security Amount shall be valid for a period of twenty four (24)

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months from the date of application deadline. The security amount shall be returned to the successful developer after successful commercial operation (COD) date of the project.

2.9 Application Evaluation Process

- a. The application received shall be evaluated by a TAC in line with the policy guidelines and the terms and condition contained in the document. The Committee may also co-opt Technical Expert(s) for the purpose of more effective screening of the Applications received.
- b. The list of applicants shortlisted by the above committee shall be submitted before the PAC for final selection and approval.
- c. The letter of Allotment (LoA) to the developer shall be issued by the UREDA for submission of security amount and signing of MOU with UREDA and concerned DFO of forest department.
- d. In case, the developer fails to deposit the security amount or signing of MoU within the stipulated time, the letter of allotment shall be deemed to have been cancelled.
- e. The detail of implementation schedule, obtaining clearances, period of collection of biomass from forest, royalty & other levies of Forest Department, and other related information shall be defined in the MoU.

2.10 The Applicant should note that

- a. The permission for changing of directors in the firm/company shall not be permitted till the completion 1 years from the COD. In case death of any director in the firm, new director may be appointed after approval of Nodal agency.
- b. In case of JV/Consortium, there shall be only one Lead Member, who commits at least 26% equity stake in the Consortium/JV and so designated by other Member(s) of the Consortium/JV and cannot be changed till 1 (one) year of the Commercial Operation Date (COD) of the Project.
- c. The permission for transferring the projects to any other developer shall not be permitted till one year operation after the commissioning date of the project. In case any developer, for any reason, sells/transfers his project before the said period to some other developer, the allotment of the project shall be cancelled and the security deposit shall be forfeited. Further, also that the fresh applications shall be invited as per the existing policy for the concerned area/site.
- d. Projects allotted before the date of publication of this Policy in the Official Gazette shall continue to be governed by the Policy under which they were allotted and shall not be eligible for incentives under this Policy.

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- e. In the event a developer fails to achieve the various stages of completion of the allotted project as per the prescribed time schedule without valid reasons, the security deposited shall be forfeited and the allotment would be cancelled.
- f. As far as possible, the Van Panchayats, local communities, local SHGs, CBOs, Cooperative societies shall be given preference in the collection of Pine Leaves from forest floor.

2.11 Applicant to inform itself fully

- a. The developer shall be required to seek approvals/clearances from various departments, such as, Pollution Control Board, Forest Department, Revenue Department, Van Panchayats, Industries Department, etc. before setting up the biomass based projects. For these approvals the Applicant shall have to apply under **Single Window Clearance Portal** at district level
- b. The developer shall install the allocated projects in pursuance to the standing orders and guidelines of forest department from time to time.
- c. The developer shall be responsible for collection and storage of pine leaves/other biomass and continuous operation of the project.
- d. The arrangement of land required for installation, storage and other provisions, such as staff quarters, etc. will be made by the developers themselves.
- e. The district wise list of potential areas so identified shall be finalized in each district by a District level Planning & Monitoring Committee. This committee will also monitor and supervise the execution of the projects.
- f. The developer shall insure the execution and operation of the project allotted under the Rfp.
- g. The developer shall be responsible at his own expense for ensuring the briquette/bio oil production in accordance with all legal requirements including the terms of all consents/clearances/permits and Prudent Utility Practices within the acceptable technical limits so as not to have an adverse effect on Forest department and environment.
- h. UREDA/Forest Department/Government of Uttarakhand shall not be responsible for any claims arises from any loss or damage to property, project works, personal injury or death of person during the survey, execution, operation and maintenance of the project, collection of pine needles/biomass etc.

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2.12 Due Dates

The Applicants should submit the Applications so as to reach the address specified below by **17:00 hrs (IST) on 30/07/2020**.

**Director,
Uttarakhand Renewable Energy Development Agency,
Energy Park, Industrial Area, Patelnagar, Dehradun
Phone: 0135-2521553
Fax: 01352521387
Email: pirul.uredahq@gmail.com
Website: <http://ureda.uk.gov.in>**

The following shall be the time schedule for completion of the application process:

Sl. No.	Event	Tentative Schedule
1.	Notification for invitation of RfP	Zero Date (30/05/2019)
2.	Submission of application	Zero date + 60 days (30/07/2020)
3.	Evaluation of applications and approval of State level committee/ TAC	Zero date + 90 days
4.	Issue of LoA	Zero date + 105 days (LoA issue date)
5.	Submission of security deposit and Signing of MoU	Zero date + 150 days
6.	Obtaining required clearances/approvals (if any)	LoA issue Date+ 180 days
7.	Financial Closure	LoA issue Date+ 300 days
8.	Commercial operation date	LoA issue Date + 540 days

2.13 Land Allotment/Land Purchase:

- The arrangement of land required for installation, storage and other provisions, such as staff quarters, etc. shall be made by the developers themselves.
- The list of potential areas finalised by the District level committee shall be made available to eligible Applicants.

2.14 Right to withdraw the RfP and to reject any Application

This RfP may be withdrawn or cancelled by UREDA at any time without assigning any reasons thereof. UREDA further reserves the right, at its complete discretion, to reject any or all of the Applications without assigning any reasons whatsoever and without incurring any liability on any account.

2.15 Evaluation of Application

Evaluation of Application will be carried out by Technical Appraisal Committee (TAC) as formed under Policy for **Power Generation from Pine Leaves and Other Biomass-2018** by considering the information furnished by Applicants as prescribed under Section 3 (Formats for Application Submission).

2.16 Insurance

The execution and operation of the project allotted under this RfP shall be insured by the successful developer at their own cost.

SECTION 3

FORMATS FOR APPLICATION SUBMISSION

SECTION 3: FORMATS FOR APPLICATIONSUBMISSION

The following formats are required to be submitted as part of the Application. These formats are designed to demonstrate the Applicant's compliance with the Qualification

- i. Format of application form for Pine leaves and other biomass based briquetting projects or bio-oil projects (Format 3.1)
- ii. Format of Power of Attorney (in case of JV/Consortium) (Format 3.2)
- iii. Format of Consortium agreement (In case of JV/Consortium) (Format 3.3)
- iv. Format of Qualification Requirement (Format 3.4)
- v. Format of submission of Project Report (Format 3.5)
- vi. Draft MoU (Enclosure 1)

A Applicant may use additional sheets to submit the information for its detailed response.

[UREDA is authorized to modify any of these formats before the issue of RfP to facilitate seeking relevant project specific details for assessing Qualification Requirements specified in the RfP or for any other reasons. Such modification shall not be construed as a change in Standard ApplicationDocuments]

Format: 3.1: Application Format

(On the Letter Head of the applicant Company/ Lead Member of the Consortium)

From: _____ (Insert name and address of Company)

Tel. :- _____

Fax :- _____

E-mail address :- _____

To,

Director,
Uttarakhand Renewable Energy Development Agency,
Energy Park, Industrial Area, Patelnagar, Dehradun-248001
Phone: 0135-2521553
Fax: 0135-2521386
Email: pirul.uredahq@gmail.com
Website: <http://ureda.uk.gov.in>

Sub: Application for submission of proposal for Setting up of Pine Litter & Other Biomass Based Briquetting/Bio Oil Project under “Policy for Power Generation from Pine Leaves and Other Biomass- 2018”.

Dear Madam/Sir,

- A. I/We, the undersigned [*insert name of the ‘Applicant’*] having read, examined and understood in detail the “Policy for Power Generation from Pine Leaves and Other Biomass- 2018. We hereby submit our application as per the requirement given in the policy. We confirm that neither we nor any of our Parent Company/ Affiliate/ Ultimate Parent Company has submitted the application other than this directly or indirectly in to the aforesaid NIT/Advertisement

The details are as under:

1. Name of the firm/entity :
2. Full Address: :
3. **Contact Details** :
- (a) Name of Authorized Representative :

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(b) Designation

(c) Mobile/Telephone No.

(d) Email

(e) Fax No. :

4. Name of CBO (in case of JV/Consortium) :

5. Name of JV/Consortium Partners (if required)

6. State whether the applicant or JV/Consortium Partner is a

- a. Societies of Uttarakhand (Registered under the Society Registration Act 1860)
- b. Entity registered under UP Cooperative Act 1965
- c. Entity registered under Uttarakhand Self reliant Cooperative
- d. Proprietary/Partnership / Pvt. Ltd. Firms registered in the State of Uttarakhand
- e. Industry registered in District Industries Offices of Uttarakhand including Resin Units

I. Equity share in JV/Consortium (if required)

(Please submit the Joint venture/Consortium agreement)

SN	Members of JV/Consortium	Equity share in %

II. Details of the non refundable RfP cost

- a) Amount Rs.
- b) Demand Draft No.
- c) Date
- d) Banker's Name and Address

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III. Details of the non refundable application/processing fee remitted

- e) Amount Rs.
- f) Demand Draft No.
- g) Date
- h) Banker's Name and Address

IV. PROPOSED LOCATION/SITE

- a) Name of forest range/compartment :
- b) Name of nearest village :
- c) Latitude and Longitude of proposed site :
- d) Available area in Sqm with khasra no. :
(please also enclosed layout map of site)
- e) Block and Tehsil
- f) District

V. PROPOSED CAPACITY

- 1 a) Proposed Capacity (in MT) :
- b) Expected annual generation in MT :
- 2 Briquette /bio oil plant will for captive consumption or sale to other :

XI. DOCUMENTS ENCLOSED (as applicable)

S.N.	Name of the Document/Enclosures	As per Format	Enclosed as Annexure
1	Non refundable tender/RfP cost of Rs 500/-	To be enclosed	Annexure-1
2	Non refundable Application Processing fee of Rs 2000/-	To be enclosed	Annexure-2
3	Format of application form for Pine leaves and other biomass based briquetting projects or bio-oil projects	To be enclosed as per Format 3.1	Annexure-3
4	Format of Power of Attorney (in case of JV/Consortium)	To be enclosed as per Format 3.2	Annexure-4 (If applicable)

Selection of Developer(s) for Setting of Pine leaves and other biomass based briquetting projects or bio-oil projects

5	Format of Consortium agreement (In case of JV/Consortium)	To be enclosed as per Format 3.3	Annexure-5 (If applicable)
6	Technical Qualification Requirement <i>(along with the copy of technical tie-up letter with the suppliers of plant and machinery)</i>	To be enclosed as per Format 3.4	Annexure-6
7	Registration certificate under the Societies Registration Act 1860 or A certified copy of by-laws/registration certificate under UP Cooperative Act 1965. or A certified copy of by-laws/registration certificate under Uttarakhand Self reliant Cooperative Act-2003 or A certified copy of the Memorandum & Article of Association of the Company or Proprietary details/certificate in the state of Uttarakhand or Partnership registration details/ agreement/certificate in the state of Uttarakhand or Memorandum & Article of Association of the Private Limited Company or Industry registration certificate in District Industries Offices of Uttarakhand including Resin Units	To be enclosed	Annexure-7
8	Project report having detail of site, proposed cost, cost sharing pattern, cost economics detail and pine needle collection arrangement details etc.	To be enclosed as per Format 3.5	Annexure-8

Declaration:

- i. I/We certify that all information furnished is true to the best of my/our knowledge.
- ii. I/We agree that GoUK/UREDA is the final authority to allot us the project.
- iii. I/We shall not have any dispute with GoUK/UREDA for non-allotment of the project.

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- iv. I/We agree to sign necessary agreement with GoUK/ UREDA/Forest Department.
- v. I/We agree to comply with the terms and conditions of Policy for Energy Generation from Pine Litter and Other Biomass–2018

Name & signature of Authorized Signatory with Seal

Place:

Date:

Format 3.2: Power of Attorney (In case of JV/Consortium)

Format for Power of Attorney to be provided by each of the other members of the Consortium in favor of the Lead Member

POWER OF ATTORNEY

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution.)

KNOW ALL MEN BY THESE PRESENTS THAT M/s.....having its registered office at,and M/s having its registered office at, (Insert names and registered offices of all Members of the Consortium) the Members of Consortium have formed a Consortium named (insert name of the Consortium) (hereinafter called the 'Consortium') vide Consortium Agreement dated..... and having agreed to appoint M/s.....as the Lead Member of the said Consortium do hereby constitute, nominate and appoint M/s.....a company incorporated under the laws ofand having its Registered /Head Office atas our duly constituted lawful Attorney (hereinafter called as Lead Member) to exercise all or any of the powers for and on behalf of the Consortium in regard to submission of the Application and if required, submission of Application against RfP (in the event selected as the qualified Applicant(s)). We also authorize the said Lead Member to undertake the following acts

- i) To submit Application on behalf of Consortium Members.
- ii) To do any other act or submit any information and document related to the above application.

It is expressly understood that in the event of the Consortium being selected as Successful Applicant(s), this Power of Attorney shall remain valid, binding and irrevocable until the Consortium achieves execution of MoU.

We as the Member of the Consortium agree and undertake to ratify and confirm all whatsoever the said Attorney/Lead Member has done on behalf of the Consortium Members pursuant to this Power of Attorney and the same shall bind us and deemed to have been done by us.

IN WITNESS WHEREOF M/s, as the Member of the Consortium have executed these presents on this..... day ofunder the

Common Seal of our company.

For and on behalf of Consortium Member

M/s.....

[Signature, Name and Designation of the Authorized Person]

(Name Designation Place: Date :)

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Accepted

(Signature, Name, Designation and Address of the authorized person)

Attested

(Signature of the executant)

(Signature & stamp of Notary of the place of execution)

Place: -----

Date: -----.

Format 3.3: Consortium Agreement (In case of JV/Consortium)

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution, duly signed on each page. Foreign entities submitting Application are required to follow the applicable law in their country)

FORM OF CONSORTIUM AGREEMENT BETWEEN

M/S....., M/S.....,
M/S..... AND M/S.....
FOR (.....)

THIS Consortium Agreement (hereinafter referred to as "Agreement") executed on this..... day ofTwo thousand..... between M/s..... a company incorporated under the laws of and having its Registered Office at (Hereinafter called the "**Party 1**", which expression shall include its successors, executors and permitted assigns), M/s a company incorporated under the laws of and having its Registered Office at (Hereinafter called the "**Party 2**", which expression shall include its successors, executors and permitted assigns) and M/s..... a Company incorporated under the laws of and having its Registered Office at (hereinafter called the "**Party n**", which expression shall include its successors, executors and permitted assigns) (The Consortium should list the name, address of its registered office and other details of all the Consortium Members) for the purpose of submitting the Application in response to the RfP and in the event of selection as Successful Applicant(s) to comply with the requirements as specified in the RfP and ensure execution of the RfP Documents as may be required to be entered into with UREDA.

Party 1, Party 2, and Party n are hereinafter collectively referred to as the "Parties" and individually as a "Party".

WHEREAS, UREDA had invited Applications, vide RfP dated 30/05/2020 issued to..... [Insert the name of purchaser of RfP]

AND WHEREAS The RfP stipulates that the Applicants qualifying on the strength of a Consortium shall submit a legally enforceable Consortium Agreement in a format specified in the RfP, whereby the Consortium Members undertake to be liable for their respective equity investment commitment for the formation of a Project Company and undertake to submit the Contract Performance Guarantee as required as per the provisions of the RfP, as specified herein.

NOW THEREFORE, THIS INDENTURE WITNESSETH AS UNDER:

In consideration of the above premises and agreement all the parties in this Consortium do hereby mutually agree as follows:

Selection of Developer(s) for Setting of Pine leaves and other biomass based briquetting projects or bio-oil projects

1. In consideration of the selection of the Consortium as the Successful Applicant(s) by UREDA, we the Members of the Consortium and Parties to the Consortium Agreement do hereby unequivocally agree that M/s..... (Insert name of the Lead Member), shall act as the Lead Member as defined in the RfP for self and agent for and on behalf of (The names of all the other Members of the Consortium to be filled in here).
2. The Lead Member is hereby authorized by the Members of Consortium and Parties to the Consortium Agreement to bind the Consortium and receive instructions for and on behalf of all Members.
3. The Lead Member shall be liable and responsible for ensuring the individual and collective commitment of each of the Members of the Consortium in discharging all their respective equity obligations. Each Consortium Member further undertakes to be individually liable for the performance of its part of the obligations without in any way limiting the scope of collective liability envisaged in this Agreement.
4. *(Insert as applicable)* The Consortium shall be responsible to formulate a Project Company as a legal entity as per the provisions of the RfP, such a Project Company has not been incorporated by the Applicant prior to the submission of the Application.

OR

The Consortium has incorporated a Project Company by the name (Insert name of the Project Company) to undertake the responsibilities and obligations as per the provisions of the RfP Documents.

The percentage of equity holding of each Member of the Consortium in the Project Company shall be/is as follows:

Name	Percentage of equity holding in the Project Company
Party 1	
Party 2	
.....	
Party n	
Total	100%

(Note: The percentage equity holding for any Consortium Member in the Project cannot be Zero in the above table.)

5. In case of any breach of any of the equity investment commitment as specified under clause 4 above by any of the Consortium Members for the formation of the Project Company, the Lead Member shall be liable to meet the equity obligation.

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6. Except as specified in the Agreement, it is agreed that sharing of responsibilities as aforesaid and equity investment obligations thereto shall not in any way be a limitation of responsibility of the Lead Member under these presents.
7. It is further specifically agreed that the financial liability for equity contribution of Lead Member shall, not be limited in any way so as to restrict or limit its liabilities. The Lead Member shall be liable irrespective of their scope of work or financial commitments.
8. This Consortium Agreement shall be construed and interpreted in accordance with the Laws of India and courts at Dehradun alone shall have the exclusive jurisdiction in all matters relating thereto and arising there under.
9. It is hereby agreed that the Lead Member shall furnish the ApplicationBond, as stipulated in the RfP, on behalf of the Consortium.
10. It is hereby agreed that in case of selection of Consortium as the Successful Applicant(s), the Parties to this Consortium Agreement do hereby agree that they shall furnish the Contract Performance Guarantee on behalf of the developer in favor of UREDA, as stipulated in the RfP. The Lead Member shall be responsible for ensuring the submission of the CPG on behalf of all the Consortium Members.
11. The Lead Member is authorized and shall be fully responsible for the accuracy and veracity of the representations and information submitted by the Consortium Members respectively from time to time in response to the RfP for the purposes of the application.
12. It is expressly understood and agreed between the Members that the responsibilities and obligations of each of the Members shall be as delineated as annexed hereto as Annexure-I forming integral part of this Agreement. It is further agreed by the Members that the above sharing of responsibilities and obligations shall not in any way be a limitation of joint and several responsibilities and liabilities of the Members, with regards to all matters envisaged in the RfP Documents.
13. It is clearly agreed that the Lead Member shall ensure performance under the agreements and if one or more Consortium Members fail to perform its /their respective obligations under the agreement(s), the same shall be deemed to be a default by all the Consortium Members.

This Consortium Agreement

- (a) has been duly executed and delivered on behalf of each Party hereto and constitutes the legal, valid, binding and enforceable obligation of each such Party,
- (b) sets forth the entire understanding of the Parties hereto with respect to the subject matter hereof;

Selection of Developer(s) for Setting of Pine leaves and other biomass based briquetting projects or bio-oil projects

IN WITNESS WHEREOF, the Parties to the Consortium Agreement have, through their authorized representative, executed these presents and affixed common seals of their respective companies on the Day, Month and Year first mentioned above.

Common Seal of has been
affixed in my/our presence pursuant to the
Board of Director's resolution
dated.....

.....
(Signature)

Name:

Designation:.....

For and on behalf of Consortium Member
(party 1) M/s.....

.....
(Signature of authorized representatives)

Name:

Designation:

Place:

Date:

Witness¹:

1.

.....
(Signature)

Name

Designation.....

2.

.....
(Signature)

Name

Designation.....

For and on behalf of Consortium
Member (Party n)

M/s.....

Common Seal of has been
affixed in my/our presence pursuant to the
Board of Director's resolution dated
.....

.....
(Signature)

Name:

Designation:.....

.....
(Signature of authorized
representatives)

Name:

Designation:

Place:

Date:

Witness²:

¹ Separate witness for each Consortium Member should fill in the details.

² Separate witness for each Consortium Member should fill in the details.

Selection of Developer(s) for Setting of Pine leaves and other biomass based briquetting projects or bio-oil projects

1.

.....

(Signature)

Name

Designation.....

2.

.....

(Signature)

Name

Designation.....

Attested:

.....

(Signature)

(Notary Public)

Place:

Date:

Selection of Developer(s) for Setting of Pine leaves and other biomass based briquetting projects or bio-oil projects

Format 3.4 : Qualification Requirement – Technical

(This format should be on the Letter Head of the Company/ Lead Member of the Consortium)

To,

**Director,
Uttarakhand Renewable Energy Development Agency,
Energy Park, Industrial Area, Patelnagar, Dehradun-248001
Phone: 0135-2521553
Fax: 0135-2521386
Email: pirul.uredahq@gmail.com
Website: <http://ureda.uk.gov.in>**

Dear Madam/Sir,

Sub: Response to RfP for “Selection of developer(s) for setting of pine leaves and other biomass based briquetting/bio oil project under “Policy for Power Generation from Pine Leaves and Other Biomass- 2018”.

We hereby submit following details/documents in support of meeting the Qualification Requirements prescribed in Clause 2.5

Technical Criteria

Technology tie-up with the suppliers of plant and machinery. The proof of having technical tie-up with the suppliers of plant and machinery is enclosed with this letter/format.

Tie up would mean any of (i) MOU for Technology Transfer, (ii) Technology or document sale agreement, (iii) EPC Contract, (iv) Project specific assurance to support with design and construction of the plant.

The Applicant is required to undertake to furnish evidence of meeting the above eligibility criteria in line with provisions of the RfP.

Yours faithfully

(Signature & Name of the authorized person)

Date:

Format 3.5: Project Report Format

1. Details of the proposed site
2. Details of Pine leaves and other biomass availability, collection, storage and sustainable supply chain mechanism
3. Details of proposed capacity and expected annual briquette/bio-oil generation
4. Details of proposed technology including related equipments and their proposed cost
5. Details of Financial requirement with proposed equity and debt
6. Project Management and Monitoring Plan
7. Any other details

Annexure-1

MEMORANDUM OF UNDERSTANDING

(To be executed on Rs.200/- non-judicial stamp paper)

This MoU is made on this day of 201... as per the provision of Uttarakhand Policy for Energy Generation from Pine Litter and Other Biomass–2018 (hereinafter referred as “**Policy**”) between

..... (name of the eligible applicants) through its
..... (name of the authorised signatory), registered under
.....(provide the category under which eligible applicants falls as
per the eligible entities details given in clause 6.1 of the policy) having its registered office at
..... (hereinafter referred as “**Developer**”)

OR

..... (name of the joint venture/consortium firm) formed
between (name of the eligible applicants), registered under
.....(provide the category under which eligible applicants falls as
per the eligible entities details given in clause 6.1 of the policy) through its
(name of authorized signatory) having its registered office at
..... And (name and
address of the CBO of the identified area) through its authorized signatory
..... (hereinafter referred as “**Developer**”)

AND

Uttarakhand Renewable energy Development Agency (URED A) through its
.....(name of the officer of concerned district of URED A) having its
project office at (address of the
concerned district office) and having its headquarter at Energy Park Campus, Industrial Area, Patel
Nagar, Dehradun- 248001, Uttarakhand (hereinafter referred to as “**URED A**”)

AND

Department of Forest, Government of Uttarakhand through its
(name of the concerned DFO of the area or any other competent officer of forest department)
having its office at
.....
..... (hereinafter referred to as “**Forest Department**”)

Selection of Developer(s) for Setting of Pine leaves and other biomass based briquetting projects or bio-oil projects

This Memorandum of Understanding (MoU) specifies a broad framework of responsibility, support and co-operation between Forest Department, UREDA and Developer for installation of MT Pine Litter and Other Biomass based Briquette/Bio-oil plant.

1. Background

The developer has been allotted a MT Pine Litter and Other Biomass based briquetting/bio-oil project (whichever is applicable) by UREDA vide LoA (reference no. and dated) under Policy for Energy Generation from Pine Litter and Other Biomass–2018.

2. Implementation Schedule

- a) The developer shall obtain required statutory clearances and approvals (if any) for the proposed project within six months of issue of LoA.
- b) The developer shall achieve the financial closure with 10 (ten) months from the issue of LoA. Financial closure would imply firm commitments for financing the entire project with all pre-disbursement conditions having been fulfilled.
- c) The project shall be completed and made operational with a period of 18 months from the date of issue of LoA of the project.
- d) In case, the developer fails to obtain clearances/approvals or achieve the financial closure or commissioning of the project within stipulated time, UREDA may consider the cancelling the LoA and forfeiting the security deposit.

3. Role and responsibility of Developer

- i. The developer shall be required to seek approvals/clearances from various departments, such as, Pollution Control Board, Forest Department, Revenue Department, Van Panchayats, Industries Department, etc. before setting up the biomass based projects.
- ii. The developer shall install the allocated projects in pursuance to the standing orders and guidelines of forest department from time to time.
- iii. The developer shall be responsible for collection and storage of pine litter/other biomass and continuous operation of the project.

Selection of Developer(s) for Setting of Pine leaves and other biomass based briquetting projects or bio-oil projects

- iv. The arrangement of land required for installation, storage and other provisions, such as staff quarters, etc. will be made by the developers themselves.
- v. The developer shall insure the execution and operation of the project allotted under the policy.
- vi. The developer shall be responsible at his own expense for ensuring that the briquette/bio oil production in accordance with all legal requirements including the terms of all consents/clearances/permits and Prudent Utility Practices within the acceptable technical limits so as not to have an adverse effect on the Forest department and environment.
- vii. UREDA/Forest Department/Government of Uttarakhand shall not be responsible for any claims arises from any loss or damage to property, project works, personal injury or death of person during the survey, execution, operation and maintenance of the project, collection of pine needles/biomass etc.
- viii. The admissible incentives as per the clause 11 of the policy will pass to the developer as soon as it is sanctioned /received from the concerned Department/Ministry/Organisation. UREDA/Forest department shall not be responsible for any delay or non-admissible of any of the incentives proposed in the policy.
- ix. It shall be the responsibility of the developer to implement the project as per the implementation schedule and in accordance with the Policy.

4. Role and responsibility of UREDA

UREDA will also act as nodal agency and will be responsible for:

- i. Monitoring & supervision during execution of the project.
- ii. Facilitating the project developers for getting required clearances.
- iii. Providing support for prevailing subsidies/incentives (if any) from central or state Government Department(s).

Selection of Developer(s) for Setting of Pine leaves and other biomass based briquetting projects or bio-oil projects

- iv. Provide necessary support in the training & capacity building for the developer on various issues related to setting-up of biomass based briquetting/bio-oil projects.
- v. Facilitating the project developers for obtaining all available incentives/benefits under the Policy for Energy Generation from Pine Litter and Other Biomass–2018.

5. Role and responsibility of Forest Department

The Department of Forest, GoUK will act the nodal agency and will be responsible for:

- i. Identification of area for collection of pine needle & provide permission to developer for collection of pine needle.
- ii. Provide permission to concerned Van Panchayats for collection of pine litter and other biomass from identified area as per the Section 26(2)a of Indian Forest Act 1927.
- iii. Act as monitoring agency for coordination between for Van Panchayats and concerned developer.
- iv. Collection of royalty fee of Rs. 20/- per MT as per the Government order – 6574/X-3-07-21(29)/2007 from the developer for evacuation of the pine needle.
- v. To collect and deposit the royalty (Rs. 20/- per ton) according to the Govt. Order for evacuation of yield from reserved and protected area apart from the area belongs to the Van Panchayat. According to the Govt. Order no. 1872/X-2-2016-21(9)/2015, no transit fee will be levy on the evacuation of the forest yield.
- vi. To ensure the deposition of fee collected as royalty (Rs. 20/- per ton) from Van Panchayat area into account of concerned Van Panchayat. This amount will be utilised as per the section 30 of Van Panchayat Niyamavali- 2005.
- vii. To facilitate villagers and developer for finalization of cost of collection of pine needle and other biomass.
- viii. To ensure that developer will not store the pine needle in the forest land. He will lift that material within in a week from the forest land so that no forest fire takes place.

Selection of Developer(s) for Setting of Pine leaves and other biomass based briquetting projects or bio-oil projects

The already exist road will be used for transportation of the pine needle and other biomass.

- ix. The responsibility for safety of pine needle and other biomass upto the collection point will be of concerned Van Panchayat.
- x. In case any dispute arise for forest yield, the concerned conservator of forest will be act as arbitrator. The decision of arbitrator will be agreed by all concerned parties.

6. Power to Remove Difficulties

All the parties shall comply with the provisions of this MoU and discharge the respective obligations. If any difficulty or disputes arises in giving effect to this MoU or policy, the Chief Secretary, GoUK is authorized to issue clarification as well as interpretation to such provisions, as may appear to be necessary for removing the difficulty or disputes either on its own motion or after hearing those parties who have represented for change in any provision.

7. Address for Communication

Forest Department	Uttarakhand Renewable energy Development Agency (URED A)	Developer
Concerned DFO office address with ph. and email.id	Concerned District level Office of UREDA:	
.....
.....
.....
.....
.....

IN WITNESS WHEREOF, the parties have caused this Memorandum to be executed by their duly authorised officers on the date first written.

Selection of Developer(s) for Setting of Pine leaves and other biomass based briquetting projects or bio-oil projects

For and on behalf of Forest
Department

For and on behalf of
URED A

For and on behalf of
Developer

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.....
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.....
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Witnesses:

- 1.
- 2.

Witnesses:

- 1.
- 2.

Witnesses:

- 1.
- 2.