Indraprastha Gas Limited

Invites

Expression of Interest (EOI-IGL_CBG 08(A))

From

ENTREPRENEURS / SOLE PROPRIETORSHIPS / PARTNERSHIPS /
LIMITED LIABILITY PARTNERSHIPS / COMPANIES/ COOPERATIVE SOCIETIES / TECHNOLOGY PROVIDERS

For

SUPPLY OF BIOGAS/COMPRESSED BIO GAS (CBG)

Under

CBG-CGD SYNCHRONIZATION SCHEME

EOI No: IGL_CBG08(A)
EOI FOR SUPPLY OF COMPRESSED BIO GAS (CBG) TO IGL

NOTICE INVITING EXPRESSION OF INTEREST (EOI)

Ref.: IGL_CBG08(A) **Date: 01.05.2024**

SUPPLY OF COMPRESSED BIO GAS (CBG) TO INDRAPRASTHA GAS LIMITED

1. IGL, invites online offers through Expression of Interest (EOI) from **Entrepreneurs / Sole Proprietorships / Partnerships / Limited Liability Partnerships / Companies/ Cooperative Societies / Technology Providers** (herein after called APPLICANT), for supply of Compressed Bio Gas (CBG), from Plants processing biomass / waste and providing the produced Compressed Bio Gas (CBG) to IGL in Delhi-NCR and other Geographical Areas- Meerut (part), Muzaffarnagar, Shamli, Kanpur (part), Hamirpur and Fatehpur in Uttar Pradesh, Karnal, Kaithal and Rewari in Haryana, & Ajmer, Pali & Rajsamand in Rajasthan, India.
2. The purpose of inviting this EOI is to encourage the APPLICANT to set up Biomass / Waste to CBG Plants and further utilizing the existing potential of CBG in India**.**
3. For the purpose of reference, APPLICANT may be referred to as Seller/producer/CBG producer in this document.

4. Finalization of APPLICANT(s) as mentioned in this EOI Document is an ongoing process.

5. **Schedule of the release of EOI is tabulated below**

EOI No	Start date	End Date	Frequency of evaluation
IGL_CBG08(A)	01.05.2024	31.10.2024	Fortnightly

Major Timelines & Other details for this EOI

EOI Download	EOI can be downloaded from (i) www.iglonline.net
Last Date & Time of Submission of EOI	Not Applicable
EOI Opening Date	01.05.2024
EOI Cost	NIL
Submission of Signed Stamped EOI	The completely filled, signed and stamped hard copy of EOI along with supporting documents and annexures to be submitted to Sr. VP (BD & Gas Sourcing) IGL Bhawan, Plot No. 4, Community Centre, Sector - 9, R.K. Puram, New Delhi – 110022.Scanned copy may be send additionally to iglbdncp@igl.co.in

6. **Queries**: Applicants to note that any queries related with EOI to be submitted online only at Email ID: iglbdncp@igl.co.in. Queries / clarifications received in any other form are liable to be unanswered. A written reply from the concerned IGL will be given on the same ID.

7. All revisions of terms and conditions, clarifications, corrigenda, addenda, time extensions etc., to the EOI will be hosted on the above websites. APPLICANTs should regularly visit this website and check their email id (provided in EOI details) to keep themselves updated.

8. **Submission of EOI:**
The completely filled, signed and stamped hard copy of EOI along with supporting documents and annexures to be submitted to Sr.VP (BD & Gas Sourcing) IGL Bhawan, Plot No. 4, Community Centre, Sector - 9, R.K. Puram, New Delhi – 110022.Duly signed and stamped scanned copy to be send additionally to iglbdncp@igl.co.in

APPPLICANT to submit along with the EOI, Letter of authorization or Board Resolution copy, etc. clearly stating details/name, designation etc. of representative, who shall be submitting necessary documents with IGL for applying through this EOI.

APPLICANT may apply to a specific OGMC (Oil and Gas Marketing Company) for supply of CBG from a particular Plant. However, If EOIs are submitted to more than one OGMC for the same Plant, the EOI for the Plant will be rejected by all OGMCs.

I. INTRODUCTION

1. Waste / Bio-mass sources like agricultural residue, cattle dung, sugarcane press mud, municipal solid waste and sewage treatment plant waste, etc. produce bio-gas through the process of anaerobic decomposition. The bio-gas is purified to remove hydrogen sulphide (H2S), carbon dioxide (CO2), water vapor and compressed as Compressed Bio Gas (CBG). This Compressed Biogas has methane (CH4) content of more than 90% with calorific value and other properties similar to Natural Gas and hence can be utilized as green renewable fuel for Industrial, Commercial, Domestic and Automotive Application. Thus it can replace CNG in automotive, industrial and commercial areas, given the abundance of biomass availability within the country.

2. Ministry of Petroleum & Natural Gas has already announced the National Policy on Bio-Fuels 2018, which emphasizes on promotion of advanced Bio-fuels including CBG in the country.

3. To create a steady supply chain for CBG and entrepreneurship opportunities, CBG Plants shall be set up by independent entrepreneurs. IGL shall off-take CBG produced from such Plants.

4. ILCR stands for Industry Level Committee Recommendations: MoP&NG vide Order No. L-16022/5/2020-GP-I (E:35118) dated 12th October 2020 constituted the Industry Level Committee which will give its recommendations to develop a framework for injection of CBG into CGD network.

5. **CBG-CGD Synchronization Scheme of GAIL(India):** In this regard, MoP&NG issued Circular No. L-16022/05/2020-GP-1(E-35118) dated 09.04.2021, wherein GAIL (India) has been mandated to supply Biogas/CBG co-mingled with domestic gas at uniform base price across all CGD entities for CNG (T) and PNG (D) segment of CGD network. Producer, CGD

Entity and GAIL (India) shall be entering into a separate Tripartite Agreement (in short "TPA") to co-mingle Biogas/CBG produced by Producer with APM/NAPM domestic gases and to supply it to CGD Entity. IGL being a CGD entity shall be participating under synchronization scheme of GAIL (India) and MoP&NG as and when applicable **(Attached as Annexure - III)**

6. MoP&NG vide circular No. L-16022/05/2020-GP-I dt 23/07/2021 issued guidelines on co-mingling of domestic gas for supply for Compressed Natural Gas (Transport) & Piped Natural Gas(Domestic) segments of City Gas Distribution networks-reg**.** giving details on distribution of responsibilities for connecting the CGD network with upcoming CBG producer plants, wherein stakeholders, namely CBG producers have been encouraged to lay the infrastructure to connect CGD network, where the distance is below 10 kms **(attached as Annexure IV)**

MoP&NG vide circular No.16022/05/2020/GP-1(E:35118) dt 26.10.2021 issued latest guidelines to GAIL for operationalization of supply of biogas/CBG under CBG-CGD synchronization scheme. As mandated by MoP&NG, GAIL would purchase Biogas/CBG from various producers and sell to CGD entities all over India along with APM/NAPM gas at uniform base price for use in PNG (D) & CNG (T) segments.

That in view of the MoP&NG approval, biogas/CBG Producer, IGL and GAIL are entering into a Tripartite Agreement ("TPA") to supply Biogas/CBG supplied by Producer and pooled with APM/NAPM domestic gases to CGD Entity. This TPA shall be valid for a period **up to 08.04.2034** and the arrangement of title/custody transfer for biogas/CBG would be as follows:

A separate Term Sheet for sale/purchase of Biogas/CBG shall be executed by and between GAIL and the Biogas/CBG Producer (hereinafter referred as "**Purchase Termsheet**") for sale of Biogas/CBG by the Producer to GAIL.

A separate Term Sheet shall be executed by and between GAIL and IGL (hereinafter referred to as "**Supply Termsheet**") for sale of Biogas/CBG by GAIL to IGL.

GAIL shall transfer title/custody of biogas/CBG to IGL and the same shall be billed as per WAP (weighted average price) considering APM/NAPM gas for sale in CNG(T) and PNG(D) segment to CGD entity(IGL) as per joint metering done by CBG producer and IGL. (attached as **Annexure V).**

MoP&NG vide circular No.16022/05/2020/GP-1(E:35118) dt 26.10.2021 issued latest guidelines to GAIL for operationalization of supply of biogas/CBG under CBG-CGD synchronization scheme (attached as **Annexure VI**).

7. The general terms for the APPLICANT shall be on the following lines: –

a) APPLICANT/Seller shall be responsible for planning, preparation, engineering and execution of the project, including storage of raw material, operation and maintenance of the plant, maintaining final product output quantity and quality, managing the by-products and wastes from the plant as per existing central / state norms and providing

performance guarantee for the project at their own cost.

b) Setting-up and commissioning of the CBG Plant and its continuous operation is the complete responsibility of the APPLICANT including arranging the entire land and finance. Conducting HAZOP+QRA study before final commissioning of the CBG plant is mandatory.

c) Compressed Bio Gas (CBG) to be supplied shall meet specifications/compositions as mentioned below and any other further revisions in the said specifications.

- In case of Compressed Bio Gas (CBG) to be supplied in cascades, it shall meet IS 16087:2016 specifications (as detailed below)

Characteristic	Requirement
Methane percentage (CH_4), minimum	90.0 %
Only Carbon Dioxide percentage (CO_2), maximum	4%
Carbon Dioxide (CO_2) + Nitrogen (N_2) + Oxygen (O_2) percentage, maximum	10%
Oxygen (O_2) percentage, maximum	0.5%
Total Sulphur (including H_2S) mg/m^3, maximum#	20 mg/m^3
Moisture mg/m^3, maximum	5 mg/m^3

#NOTE: Seller agrees to ensure the Total sulphur content to be <= 5 mg/m3

- In case of insertion of CBG in IGL's CGD infrastructure, it shall meet the following PNGRB specifications:

Characteristic	Requirement
Methane (CH_4) , minimum	85%
Hydrocarbon Dew Point** (° Celsius), max	0
Water Dew Point** (°Celsius), max.	0
H_2S (PPM by wt. max.)	5
Total Sulphur (PPM by wt. max.)#	10
Carbon Dioxide (Mole % max.)	6
Total Inerts (Mole %)	8
Temperature(° Celsius), max	55
Oxygen (% Mole vol. max.)	0.2

#NOTE: Seller agrees to ensure the Total sulphur content to be <= 5 mg/m3

** At IGL's pipeline operating pressure.

i. CBG shall be free from liquids over the entire range of temperature and pressure encountered in storage and dispensing system.
ii. The CBG shall be free from particulate matter such as dirt, dust, etc.
iii. CBG delivered shall be odorized similar to a level found in local distribution as per IGL recommended odorant and concentration- (ref.IS 15319)
iv. Procurement of CBG by the IGL shall be done in energy terms only (i.e. INR/Mmbtu). The Gross and Net Calorific Value (GCV and NCV), Density and Specific Gravity of the Biogas/CBG purchased and sold shall be measured as per ISO 6976 standard (latest version). The Master instruments used for calibration and testing of equipment will be calibrated from a third-party accredited lab as per ISO 17025 standard. CBG producer to provide gas analysis report of CBG supplied to IGL from a NABL accredited lab every fortnight.

    In case, Biogas/CBG Producer is unable to provide the density and calorific value (i.e. GCV and NCV) using measuring instruments, then IS:16087:2016 standard will be considered by the Biogas/CBG Producer and IGL/GAIL in the Joint ticket as per following details: GCV= 8126.222 KCal/SCM; NCV= 7316.234 KCal/SCM; & Density = 0.758 Kg/SCM.
v. For collecting samples from batch of produced CBG for conducting tests, IS 15125 to be referred. Provision of Gas Chromatograph/multi-point stationary analyzer and hand held analyzer should also be kept for CBG being supplied using cascades.

d) The off-take of CBG shall be as per the demand in the market and it is expected that from the initial phase to the subsequent off-take up to designed capacity of the Plant, the supply shall be increasing gradually over a period of time.

e) The minimum designed capacity of a single CBG Plant shall be **2 Tonnes** per Day (TPD) of CBG.

8. Qualification criteria

a) The APPLICANT should be of minimum 21 years of age (in case of individual APPLICANT).

b) The APPLICANT shall be of Indian nationality AND/OR a company registered in India AND/OR Non-Resident Indians/Persons of Indian Origin AND/OR a Multi-National Company having its registered office in India / Overseas Corporate Bodies having its registered office in India.

c) The APPLICANT shall follow all the statutory norms as prescribed from time to time by Government of India or local government/government bodies for setting-up and its operation & maintenance of the CBG Plants.

d) Evaluation of the EOI(s) shall be carried out of a total of 100 marks allocated as per table hereunder. The prospective APPLICANT has to score minimum of 35 marks to qualify.

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S. No.	Qualification Criteria	Marks	Document Required
(i)	**Number of Years' Experience of the Firm in any sector as on date of submission of application**	**Max 15 marks**	APPLICANT to submit relevant documents on registration of company
a)	More than or equal to 5 years	15	
b)	More than or equal to 2 years, but less than 5 years	10	
c)	Less than 2 years	5	
(ii)	**Past Experience in preceding 10 years (from date of submission of application) of project execution including supply, installation, commissioning of Facilities to produce biogas or past experience in any other project work in energy/healthcare/social welfare/infrastructure/power/biomass/transport.**	**Max 25 marks**	APPLICANT to submit relevant Work Orders & Completion Certificate / any other document in support of execution of the biogas/CBG Plant
a)	Minimum 1 project with investment between INR 5 – INR 10 crore each	25	
b)	Minimum 1 project with investment between INR 2 – INR 5 crore each	15	
c)	Minimum 1 project with investment between INR 1 – INR 2 crore each	10	
d)	Minimum 1 project with investment of upto INR 1 crore	5	
(iii)	**Turnover (Average of last 3 Financial years from financial year of application submission as per audited balance sheet)**	**Max 30 marks**	Annual reports containing audited balance sheets and profit & loss accounts statement (CA certified)
a)	More than or equal to INR 5 crore	30	
b)	More than or equal to INR 3 crore, but less than INR 5 crore	20	
c)	More than or equal to INR 1 crore, but less than INR 3 crore	10	
d)	Less than INR 1 crore	5	
(iv)	**Technical competencies & tie-ups of applicant/consultant/vendor**	**Max 30 marks**	Relevant technical documents proving in-house technology / technology/tieups/ (MoU/work order, etc.) /work completion certificates in support of execution of such projects for self or consultant/vendor/contractor assigned for this project
a)	Possessing in-house technical know-how / Tie up with technology provider on digester	10	
b)	Possessing in-house technical know-how / Tie up with technology provider on purification system	10	
c)	Possessing in-house technical know-how / Tie up with technology provider on compressor	10	
MAX MARKS		**100**	

e) If the Applicant has the Letter of Award or Letter of Comfort from State Government/ Municipal Corporation or any other statutory authorities for setting up of Bio Gas Plant in thearea mentioned, then the Qualification criteria is not required.

NOTE: All documents submitted by the Applicant shall be considered as authentic during the evaluation process and evaluation shall be conducted based on the documents submitted to the specified e-mails & no further investigation or physical examination of the claims made through submitted documents by the applicant shall be carried out. However, in case at a later stage, it is found that any of the information furnished in the documents submitted are not authentic/genuine, the application shall be rejected. If LOI has been issued, the same shall also stand cancelled.

9. Risks

The APPLICANT should be well aware of the risks involved in setting up of a CBG Plant, alternate options for offtake of CBG by IGL (including availability of pipeline network and other infrastructure) and conduct independent due diligence before committing to any investment decision. IGL shall not be responsible for any of their business decisions with regards to project's viability or any future losses arising due to any unforeseen circumstances.

The prospective APPLICANTS shall clearly specify the name of respective area/district which they propose to setup the CBG plant.

The APPLICANTS should clearly specify their preference for plant setup in the following table:

NAME & LOCATION OF EXISTING / PLANNED CBG PLANT			
Name	**Location**	**Existing / Planned Plant**	**Capacity (Tonnes per Day)**

10. Off- take Model/ procurement of Biogas/CBG:

A. Insertion in Pipeline Network/Infrastructure of IGL:

- **MDPE Network available in near vicinity: Biogas** will be compressed at ~5 Bars by the Seller and will be inserted in MDPE pipeline of IGL. Tie-in Pipeline connectivity, shall be done by IGL. The Seller to submit in advance, an interest free refundable security deposit to IGL, the entire cost for laying this Tie-in pipeline. The outlet flange of the MRS shall be the Point of Sale/Delivery Point for CBG in this Off-take model.

- **Only Steel Network available: Biogas** will be compressed at ~25-40 Bars by the Seller and will be inserted in Steel pipeline of IGL. Tie-in Pipeline connectivity, shall be done by IGL. The Seller to submit in advance as an interest free refundable security deposit to IGL, the entire cost for laying this Tie-in pipeline. The outlet flange of the MRS shall be the Point of Sale/Delivery Point for CBG in this Off-take model.

NOTE: "Tie-in pipeline" means the pipeline (MDPE or Steel) required to be laid specifically to connect the CBG producer's plant with IGL pipeline network grid. The tie-in pipeline length and its cost of laying shall vary on case-to-case basis and Applicant will be informed about the same suitably In due course of time.

At the time of signing agreement between producer and IGL for offtake/procurement of biogas/CBG, producer shall be asked to submit with IGL, the applicable cost of laying pipeline from their plant to IGL pipeline network and ancillary activities (in the form of an interest-free refundable security deposit).

IGL considers MoP&NG guidelines on this matter and as per current provisions in the guidelines, the maximum length for which an Applicant may have to deposit cost of laying of pipeline, (depending upon the distance of its CBG plant with CGD pipeline) is less than or equal to 10 kms. **(refer Annexure IV)**

It is recommended in the first place, that APPLICANT select the site/land for setting up its CBG plant in consultation with IGL. Considering IGL's current and future pipeline network plans along with distance and potential sales of nearest Retail outlets (RO), applicant may choose a land, which requires minimum pipeline laying or is located suitably from the identified RO.

- **Alternatively, If IGL underground network is not available near the CBG plant site:** IGL may consider procurement of biogas/CBG for insertion in inlet pipeline of IGL owned and operated compressor, delivered upto a pressure of ~16-19 bar. IGL will compress this gas further up to ~250 Bars and transport it using IGL owned LCV(s)/cascades to a RO or potential customer(s).

It is hereby being informed that for supply of biogas as per any of the arrangements mentioned in clause A of point no.10 (of Introduction), CBG producer to setup a compressor of upto 40 bar compression capacity at its plant (and requisite flow rate) and provide sufficient buffer storage for biogas/CBG, which can cater to supply requirements as mentioned above.

B. Supply to Retail Outlet/Fuel Station:

CBG compressed to ~250 bar and supplied to fuel station/potential customer by Seller as decided by IGL (within a range of 75 kms one-way distance from the CBG plant):

The equipment for dispensing CBG at IGL's existing or new Retail Outlet / Stand-alone Selling Point shall be installed and maintained by IGL & the CBG nozzles shall be manned and operated by IGL or its authorized service agent/ dealer/ representative. The outlet piping of the Cascade / Inlet Flange of Compressor at the retail outlet shall be the Delivery Point for CBG.

Joint metering of CBG in such a case (as per applicable scenario), to comprise of quantities of CBG dispensed through CBG dispenser or custody transfer meter installed before daughter-booster compressor at the fuel station or custody

transfer meter installed at the MRS of an industrial/commercial customer/daughter station.

General guidelines for procurement of biogas/CBG under the CGD-CBG synchronization scheme and SATAT (Sustainable Alternate Towards Affordable Transportation) are:

- The title of Biogas/CBG shall pass from Producer to GAIL at the Delivery Point and immediately thereafter from GAIL to IGL at the Delivery Point.
- Till the Delivery Point, it shall be the responsibility of the Producer to compress and/or transport Biogas /CBG. Producer shall not be entitled to claim any loss incurred during transportation and compression of Biogas/CBG upto the Delivery Point.
- That beyond the Delivery Point, it shall be the sole responsibility of the CGD Entity to take/utilize the Biogas/CBG pooled with domestic gas for its authorized GA and CGD Entity shall make its own arrangement for the same.
- The Producer shall deliver compressed Biogas/CBG to IGL at the required Delivery Pressure and flowrate, as communicated in writing by IGL to the Producer before commencement of Biogas/CBG supply under theTermsheet/ commercial agreement/TPA.
- Biogas/CBG Producer will provide IGL nomination of Biogas/CBG for the Day ("Daily Nominated Quantity"), hereinafter referred to as "DNQ". IGL shall confirm to the Producer & GAIL, the Daily Scheduled Quantities, referred to as "DSQ").

Procurement Price for Biogas/CBG:

A. **Basic price for biogas procurement model of insertion in pipeline network/infrastructure of IGL is INR 1290/MMBTU (at GCV) excluding taxes** as per the latest revision in the CBG-CGD synchronization scheme.

Additionally, a compression cost component of **INR 2/kg (excluding taxes)** may be paid to CBG producer for compression of biogas to be inserted in pipeline or transportation of biogas using LCV for utilization in decompression unit/skid.

B. **Basic Price for CBG procurement model of supply to Retail Outlet/Fuel Station is INR 1290/MMBTU (GCV) excluding taxes** as per the CBG-CGD synchronization scheme.

Additionally, a compression cost component of **INR 8/Kg (excluding taxes)** shall be paid to CBG producer against quantity of CBG supplied under this offtake model as per joint metering.

Producer shall not be entitled for any waiting charges at RO/fuel station or any transportation charges for distances upto 75 Km from the CBG plant. Also, if the

distance of Retail Outlet/Fuel Station from the CBG plant site is beyond 75 kms, additional transportation charges as per mutual agreement between the Biogas/CBG Producer and CGD Entity shall be paid to the CBG producer.

For supply of CBG through cascades at retail outlet of CGD entity, transportation upto 75 Km distance (one way) from the CBG plant would be covered within the basic price of Biogas and would be in the scope of the CBG producer. Beyond 75 kms, the additional transportation charges may be same as that offered under the SATAT scheme, as per mutual agreement between the CBG producer and CGD entity.

NOTE:

1. Revision of the procurement price of Biogas, to be paid to Biogas/CBG producers to Rs 1290/MMBTU (previously at Rs.1380/MMBTU), excluding GST, effective from 1st May 2024 and valid upto 31st October 2024.

Payment mechanism for procurement of Biogas/CBG from the CBG producer under the CBG-CGD synchronization arrangement:

The quantity of CBG / Biogas delivered shall be determined as per the measurement procedure detailed in the Termsheet. The Biogas/CBG Producer and IGL shall enter delivered quantities of CBG / Biogas on daily basis in a Web Portal for the purpose of Joint Ticketing/Nomination.

At the end of each fortnight, the Fortnight Joint Ticket shall be downloaded from the Web Portal by GAIL and the same shall be the jointly certified/signed by the Biogas/CBG Producer and IGL and shall be submitted to GAIL by the Biogas/CBG Producer. Till the time above-mentioned Web Portal is functional the Biogas/CBG Producer and IGL shall continue to sign fortnightly Joint Ticket in respect of the CBG / Biogas quantity delivered, as per the Joint Ticket format.

CBG producer shall raise a Tax invoice on GAIL in Indian Rupees, on a fortnightly basis for the CBG / Bio Gas Price delivered during the billing period. Fortnight Invoice shall also contain details of quantities of CBG / Bio Gas Price delivered in Standard Cubic Meter (SCM) and MMBTU (Gross).

Nomination and Scheduling will be governed as per Clause 3 of the Tripartite Agreement (TPA) between the Biogas/CBG Producer, GAIL and IGL. Biogas/CBG Producer will provide IGL daily nomination of Biogas/CBG for the Day (“Daily Nominated Quantity”), hereinafter referred to as “DNQ” on fortnightly basis. The cut-off date for providing the Daily Nomination quantities on fortnightly basis will be 23rd of previous month for 1st fortnight of the month and 8th of the current month for the 2nd fortnight of the month. IGL shall confirm to the Producer & GAIL, the Daily Scheduled quantities on fortnightly basis. The cut-off date for confirming Daily Scheduled quantities on fortnightly basis will be 25th of previous month for 1st fortnight of the month and 10th of the current month for the 2nd fortnight of the month.

NOTE: The fortnightly billing of CBG quantities procured shall be carried out in energy

terms i.e. in INR/Mmbtu. The above mentioned price(s) may change & shall be guided by MoP&NG/GAIL(India)/CBG-CGD Synchronization Scheme in this regard.

II. Finalization of APPLICANTS as mentioned in this EOI Document is an ongoing process as mentioned in the notice, which may be further extended depending on the decision of IGL. IGL reserves the right to discontinue the process at any point of time without assigning any reasons. All applications received shall be evaluated periodically against the qualification criteria mentioned in this EOI Document. On evaluation, if applicant is found to have submitted incomplete or ambiguous documents in support of any qualification criteria, a techno-commercial query may be sent to the applicant seeking clarification / required documents in support of the qualification criteria.

III. GENERAL

1. This document comprises two sections namely, Notice Inviting EOI, Format for submission of EOI (attached as **Annexure-I** including a Cover Letter & its **Annexure- A**)

2. **Submission of EOI**

   The APPLICANT shall also furnish self-certification of being not under liquidation, court receivership or similar proceeding in support of their fulfilling the eligibility criteria. The same to be provided for all the partners, wherever applicable. A format for the same is attached as **Annexure II**.

3. IGL will not be responsible for any cost or expenses incurred by the APPLICANT in connection with preparation or delivery of EOI.

4. After the selection of the APPLICANT as per the evaluation criteria, the following shall be the procedure:
   a. IGL shall inform APPLICANT to provide presentation of its Business plan & model (feedstock, plant location, distance from retail outlet etc.) along with any related original documents. IGL will not be responsible for any cost or expenses incurred by the APPLICANT for this purpose.
   b. IGL officials may carry out site visit for evaluation / verification. The APPLICANT shall have no objection whatsoever in this regard and shall facilitate IGL
   c. Subject to techno-commercial feasibility at site for offtake of CBG from your plant, which shall be done by IGL committee, as per available offtake/Business Models for Supply of CBG, the suitable model for offtake of CBG and length of applicable tie-in pipeline to be laid to connect your CBG plant will be informed to you.

d. IGL officials to carry out the Techno-Commercial feasibility for CBG off-take. IGL will evaluate the feasible options like CBG injection into IGL pipeline network, cascade / CBG compressor provisions etc. Mutual agreement may be arrived between IGL and CBG producer considering various feasible options.

e. Details of signing agreement between the stakeholders for procurement/offtake of CBG / Biogas are as follows:

i. "Agreement for offtake of CBG by IGL" shall be signed between CBG producer and IGL when the LOI holder reaches an advance stage of financial closure and / or achieves significant project progress towards setting up of the CBG Plant.

ii. In view of the MoP&NG Approval dated 09.04.2021, wherein GAIL (India) has been mandated to supply Biogas/CBG co-mingled with domestic gas at uniform base price across all CGD entities for CNG (T) and PNG (D) segment of CGD network. CBG Producer, CGD Entity and GAIL (India) shall be entering into a separate Tripartite Agreement (in short "TPA") to co-mingle Biogas/CBG produced by Producer with APM/NAPM domestic gases and to supply it to CGD Entity. IGL being a CGD entity shall be participating under synchronization scheme of MoP&NG and GAIL (India) for procurement of CBG in its designated GA(Geographical Area) only.

iii. Notwithstanding anything stated in the TPA, the rights and obligations between GAIL (India) and CBG Producer shall be governed by a separate "Supply Agreement" executed between them. The rights and obligations between IGL and CBG Producer shall be governed by this "Commercial Agreement" executed between them. Similarly, the rights and obligations between GAIL and CGD Entity shall be governed by a separate "Gas Sales & Transportation Agreement (GSTA)/Side Letter/Term Sheet" executed between them.

iv. It is clearly understood by both the Parties that the terms and conditions of the agreement shall be reviewed and amended whenever MoP&NG/ Industry Level Committee Recommendations (ILCR) / GAIL(India) issued notification/circular in the due course of time.

5. Within one month of acceptance of Letter of Intent (LOI), APPLICANT to submit a bank guarantee **of Rs. 5 Lacs (Rupees Five Lacs only)**, to safeguard investment of IGL towards planned procurement/offtake of CBG from your CBG plant. Format attached as Annexure VII

6. The APPLICANT is required to furnish all relevant information and documents as called for in this EOI. Any printed literature / documentary evidence submitted in another language, along with the EOI documents needs to be accompanied by an authenticEnglish translation, in which case, for the purpose of interpretation of the document, the English version will govern.

7. The APPLICANT to ensure that it shares with IGL, copy of NOC/ sanctions/ clearances/ statutory approvals received from various authorities for setting up the proposed CBG plant including agreement for supply of feedstock (as and when available with the CBG producer).

IV. SPECIAL TERMS AND CONDITIONS

The following are indicative but not exhaustive terms and conditions for supply of CBG toIGL

- **Business model / Procurement Model**
  - Specific business model, as mentioned in point 10
  - CBG to be sold under the name of IGL

- **Quality Parameters**

  - Supply of CBG shall be as per composition mentioned in **clause 7 c)**. Filtration unit, dryingunit. MRS and Online Gas Chromatograph / multiple-point sensing Gas Analyzer shall be used to ensure CBG is compliant to specification/composition. CBG shall be compressed during delivery as per IGL decided offtake model. Real time and remote access through web-based applications for these instruments, measuring and controlling devices along with gas quality parameters (like: GCV, NCV, Density & Gas composition etc.) to be made available by Applicant to IGL and GAIL(India).
  - APPLICANT shall have a well-equipped laboratory, Online Gas Chromatograph/ multiple-sensing gas analyzer and all relevant testing equipment. It would be the responsibility of Producer to install and operate necessary Gas chromatograph / multiple-sensing
  - Online Gas Chromatograph/Multiple-point sensing analyzer, Sulfur Analyzer, Moisture Analyzer, Odorizer and custody transfer metering system apart from necessary pressure control and online data transfer device for accounting and monitoring purposes including purchase of land at the custody transfer point.
  - All lab equipment maintained by the APPLICANT shall be duly certified periodically by a Government approved testing laboratory.
  - Test reports certified by APPLICANT shall accompany each batch of CBG Supply as desired by IGL.
  - IGL shall have right of independent sample testing, which shall be binding on all Parties.

- IGL will have rights to check specification of Biogas supply at all times and reject the Biogas supply because of off-spec quality parameters.

- **Supply Conditions**
  - The production of CBG shall be synchronized to market demand with increase in production gradually to meet market demand
  - The term of agreement for offtake/procurement shall be 15 years from the date of contract.The same shall be extended on mutual consent.

- **Supply Disruption**
  - In the event supplies are not maintained for a continuous period or are intermittent, IGL shall be free to either suspend supplies or terminate the commercial agreement and obtain CBG / CNG/ PNG from other sources at producer's risk & cost.

- **Approvals**
  - CBG Producer to obtain all necessary statutory approvals for its facility and equipment

- **Safety Procedures**
  - Both parties shall follow all the applicable safety procedures.

V. GRIEVANCE REDRESSAL MECHANISM

a. In the event of any claims, disputes or differences arising out of or in connection with the present Agreement, the disputing Party shall serve a written notice of dispute to the other Party within fifteen (15) days of arising of such claim, dispute or difference

b. If the said claim or dispute or difference is not resolved through discussions and negotiations within thirty (30) days from the written notice of dispute, then either Party may give notice in writing to the other Party of its intention to commence arbitration proceedings, as hereinafter provided, as to the matter in dispute, difference or claim, and no arbitration proceedings in respect of this matter shall commence unless such written notice of arbitration is served upon the other Party.

c. The Arbitral Tribunal shall comprise of a Sole Arbitrator. The Sole Arbitrator shall be nominated by the Seller from a list provided by IGL of three (3) persons from its panel of arbitrators. Depending on the nature of the claim or dispute, the list of persons from IGL shall comprise of persons with the requisite technical expertise and relevant experience.

The arbitration proceedings shall be held in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996, as amended from time to time. The seat

of the arbitration proceedings shall be in New Delhi and shall be conducted in English Language. The decision of such arbitration proceedings shall be binding and conclusive upon the Parties.

VI. GOVERNING LAWS

The laws of Union of India shall govern all matters concerning the EOI. The EOI would be subject to guidelines / directives of Ministry of Petroleum & Natural Gas (MoP&NG) issued from time to time and any activity under this EOI shall invariably conform to such guidelines / directives. Any issue arising related to the EOI or the selection process shall be adjudged by the courts in New Delhi, India alone. IGL reserves the right to accept or reject, any EOI received at its absolute discretion without assigning any reason whatsoever.

VII. IMPORTANT NOTE

- This advertisement does not constitute and will not be deemed to constitute any commitment on part of IGL to off-take CBG.
- IGL has the sole discretion to accept or reject the EOI without assigning any reason whatsoever.
- Furthermore, this advertisement neither confirms the right nor an expectation on any partyto participate in the proposed EOI.
- Applicant to ensure that EOI is not submitted to any other entity for sale of CBG from the same plant.
- Change in Constitution of LOI holder's firm should be avoided, unless it is inevitable and forms a basic requirement wrt successful execution of the project. Change in constitution may be done only after taking prior consent from IGL. The request for change in constitution of LOI holder shall be evaluated by IGL and consent may be issued (basis sole discretion of IGL), only after thorough evaluation of reasons/justification stated in LOI holder's request.

ANNEXURE – I

(FORMAT FOR SUBMISSION OF EOI

To be printed on the letterhead of the APPLICANT only)

To,
Indraprastha Gas Limited
IGL Bhawan, Community Centre
R.K.Puram Sec 9, New Delhi - 110022

Dear Sir,

Kind Attention: Sr. VP – Business Development & Gas Sourcing.

Subject: Submission of Expression of Interest for "**Supply of Compressed Bio Gas (CBG) to IGL**".

With reference to your EOI inviting notice Ref. No: IGL_CBG08(A) dated 01.05.2024 and after examining the detailed documents, selection criteria and other details mentioned in the EOI document for "**Supply of Compressed Bio Gas (CBG) to IGL**", I/We hereby offer to submit my / our Expression of Interest.

1. All the schedules and documents necessary in this connection are enclosed hereto. All the documents/ photocopies of the documents have been self-attested by me/us and IGL is free to reject our candidature if any of the documents/photocopies of the documents is/arefound to be false or forged.
2. I/we, hereby also declare(s) that my/our organization/firm is not debarred/ blacklisted by any Central/State Govt. department, agency, PSUs/ Institution/ Agencies/ Autonomous organization.
3. The information sought from me as per the EOI notice is enclosed in **Annexure-A** to this letter.

Yours Faithfully,

(Signature & Stamp of Authorized Signatory accompanied with

Letter of Authorization/Board Resolution)

Designation:

Date:

Place:

Annexure–A

NAME OF THE PROJECT	**SUPPLY OF COMPRESSED BIO GAS (CBG) TO IGL**
1.0 GENERAL INFORMATION	
NAME OF THE APPLICANT	
NATURE OR LEGAL STATUS OF THE APPLICANT	
STRUCTURE OF THE APPLICANT	
NAME AND ADDRESS OF ASSOCIATED COMPANIES TO BE INVOLVED IN THE PROJECT WITH RELATIONSHIP AND ROLE, (IF ANY)	
DETAILS OF REGISTRATION DOCUMENT OF THE APPLICANT *(PROVIDE DETAILS & SUBMIT COPY OF THE COMPANY / ORGANIZATION'S REGISTRATION)*	
REGISTERED ADDRESS OF APPLICANT (as mentioned in Certificate of Incorporation)	
NAME, DESIGNATION AND ADDRESS OF AUTHORIZED CONTACT PERSON (Address for correspondence. Pl mention SAME AS Above in case of no change) MOBILE NUMBER LANDLINE NUMBER FAX NUMBER	
EMAIL (COMMON E-MAIL OF COMPANY/ AUTHORIZED CONTACT PERSON)	
NAME, DESIGNATION AND ADDRESS OF AUTHORIZED SIGNATORY (attach Authorization Letter)	
PAN DETAILS (COPY TO BE ATTACHED)	

EOI No: IGL_CBG08(A)
EOI FOR SUPPLY OF COMPRESSED BIO GAS (CBG) TO IGL

GST NUMBER (COPY TO BE ATTACHED)		
CIN NUMBER (IF APPLICABLE)		
TURNOVER OF THE APPLICANT DURING LAST THREE FINANCIAL YEARS (PLEASE ENCLOSE COPY OF AUDITEDBALANCE SHEET & PROFIT & LOSS STATEMENTS)	YEAR	TURN OVER (IN RS CRORE)
	YEAR 1	
	YEAR 2	
	YEAR 3	
IN CASE APPLICANT IS A SUBSIDIARY COMPANY, INDICATE THE ROLE OF PARENTCOMPANY		
HAS APPLICANT EVER BEEN DEBARRED OR, BLACKLISTED? IF SO, PLEASE PROVIDE DETAILS.		
2.0 TECHNOLOGY & EXPERIENCE INFORMATION		
2.1 PAST EXPERIENCE IN PRECEDING 10 YEARS OF PROJECT EXECUTION INCLUDING SUPPLY, INSTALLATION, COMMISSIONING OF FACILITIES TO PRODUCE BIOGAS OR PAST EXPERIENCE IN ANY OTHER PROJECT WORK IN ENERGY / HEALTHCARE / SOCIAL WELFARE / INFRASTRUCTURE / POWER / BIOMASS / TRANSPORT	*INSERT ADDITIONAL ROWS FOR ADDITIONAL PROJECTS DOCUMENTARY EVIDENCE WORK-ORDERS / COMPLETION CERTIFICATE / ANY OTHER DOCUMENT INSUPPORT OF EXECUTION OF THE PLANT TO BE SUBMITTEDALONG SIDE*	
NAME OF PROJECT		
TYPE OF PROJECT		
LOCATION OF PROJECT SITE		
CLIENT NAME		
DATE OF AWARD OF WORK ORDER/LOA OR DATE OFINITIATION OF WORK		
DATE OF COMMISSIONING		
VALUE OF WORK EXECUTED (INR IN CRORE)		
2.2 TECHNOLOGY AVAILABLE WITH APPLICANT	*APPLICANT TO SUBMIT RELEVANT TECHNICAL DOCUMENTS INCLUDING DOCUMENTS PROVING IN- HOUSE TECHNOLOGY*	
DIGESTER		
PURIFICATION SYSTEM		
COMPRESSOR		

2.3 TECHNOLOGY TIE-UPS OF APPLICANT	*APPLICANT TO SUBMIT RELEVANT TECHNICAL DOCUMENTS INCLUDING DOCUMENTS PROVING TECHNOLOGY TIE-UPS LIKE MOUS, COMMERCIAL AGREEMENTS, ETC. WITH CBG CONSULTANT VENDOR/CONTRACTOR WHO HAVE EXECUTED SUCH PROJECTS*	
DIGESTER		
PURIFICATION SYSTEM		
COMPRESSOR		
TOTAL NOS. OF CBG PLANTS OWNED / HAS PROVIDED TECHNOLOGY/ SERVICES / LICENSE BY THE APPLICANT WITH CAPACITY	DEMO/PILOT	COMMERCIAL

DETAILS OF EXISTING / PLANNED INDIVIDUAL PLANTS FROM WHICH CBG IS TO BE SUPPLIED TO IGL		
NAME OF PLANT		
TYPE OF PLANT (DEMO / PILOT / COMMERCIAL)		
TYPE OF OWNERSHIP	OWN	OTHERS (ONLY TECHNOLOGY PROVIDED)
PLANT LOCATION (TOWN / CITY, STATE, COUNTRY)		
OPERATIONAL, SINCE (DATE OF COMMISSIONING IN DD/MM/YYYY FORMAT)		
PLANT CAPACITY	INSTALLED: OPERATIONAL: AVG. WORKING DAYS PER YEAR:	
BRIEF DETAILS ON TECHNOLOGY DEPLOYED		
FEEDSTOCK USED		
PLANT CAPACITY: • BIOMASS/WASTE PROCESSED • CBG (PURIFIED) • OTHER BY – PRODUCTS (BIO MANURE)	 ..... (TON PER DAY) ..... (TON PER DAY) ..... (TON PER DAY)	
TOTAL PLANT AREA (IN ACRE)		
MIN. COMMERCIAL SCALE PLANT CAPACITY	..... MT/DAY OF BIOMASS PROCESSED	

<table>
<tr><td>DETAILS ON TECHNOLOGY TO BE USED
(to be covered in project report). Pl mention whether it is being submitted with the EOI (YES/NO).</td><td colspan="3">• PROCESS FLOW DIAGRAM
• FEEDSTOCK WHICH MAY BE USED
• MAIN PRODUCTS & BY-PRODUCTS
• UTILIZATION OF BY-PRODUCTS
• RECYCLING OF WATER
• EFFLUENT DISCHARGE YIELD AND ITS TREATMENT / ZERO LIQUID DISCHARGE/ WATER REUSE
• WHETHER TECHNOLOGY IS FLEXIBLE TO SCALE UP
• ENERGY EFFICIENCY INITIATIVES
• OVERALL MATERIAL BALANCE (@ 1 TON OF BIOMASS PROCESSED)
• OTHER SIGNIFICANT INFORMATION</td></tr>
<tr><td rowspan="2">THE PROSPECTIVE APPLICANTS SHALL CLEARLY SPECIFY PLANT-WISE THE NAME OF THE CONCERNED GA WHERE THEY CHOOSE TO MARKET THE CBG ANDCBG GENERATION PER PLANT</td><td>CBG PLANT LOCATION</td><td>NAME OF GA OF IGL IN WHICH CBG TO BE RETAILED</td><td>CBG QUANTITY (IN TONS PER DAY)</td></tr>
<tr><td></td><td></td><td></td></tr>
<tr><td colspan="4"></td></tr>
<tr><td>Authorized Signatory (as per Letter of Authorization/Board Resolution)

Designation

Stamp Date

Telephone/ email of authorized signatory</td><td colspan="3"></td></tr>
</table>

Note:

1. The APPLICANT must submit all relevant documentary evidence with reference to above
2. All the documents to be submitted by the APPLICANT should be self-attested
3. Please provide the description in details for clear understanding. Attach separate sheets, if required.

Annexure II

(To be printed on APPLICANTS letterhead only)

AFFIDAVIT

I_____, the Director / Proprietor / Partner / Authorized signatory of_____(mention name of firm/company and its complete address) do here by solemnly affirm and declare as under:-

1. That our Firm / company i.e._____(Mention name of firm/ company) is registered vide Registration No._____Under the provisions of_____(mention the name of the Act).
2. That our Firm / company i.e._____(mention name of firm/ company) has applied in response to the Expression of Interest for Supply of Compressed Bio Gas (CBG) to IGL
3. That_____(mention name of firm/company) is eligible to submit the aforesaid application and is not under liquidation, court receivership or similar proceedings.
4. That all the information, documents and declarations submitted in/with our application are correct to the best of our knowledge and understanding.
5. That if any information, document or declaration submitted in/with our application, is found to be incorrect at a later date, we indemnify_____IGL against any loss due to this and _____(May take any action as deemed fit.
6. That _____(Mention name of Firm / Company) has not submitted / will not submit any EOI to other entity for offtake of CBG from the same CBG Proposed Plant at_____.

Place: **(Sign. & Seal of Authorized Signatory)**
Date:

Annexure III

No: L-16022/05/2020-GP1 (E-35118)
Government of India
Ministry of Petroleum and Natural Gas
***

Shastri Bhawan, New Delhi
Dated: 9th April, 2021

Policy Guideline No.1 of 2021-PNG/GP

Sub: Guidelines for co-mingling of domestic gas for supply for Compressed Natural Gas (Transport) & Piped Natural Gas (Domestic) segments of City Gas Distribution networks –reg.

Sustainable Alternative Towards Affordable Transportation (SATAT) was launched on 1st October 2018 aiming to establish an ecosystem for production of Compressed Bio Gas (CBG) from various waste/ biomass sources in the country. The scheme is in line with the Swachh Bharat Mission and shall also promote Aatma Nirbhar Bharat Abhiyaan of the Government.

2. After due consideration and with the approval of the competent authority, in furtherance of Ministry's Guidelines dated 03.02.2014 and 20.08.2014 (as amended), the following Guidelines for synchronisation of CBG produced by plants under SATAT scheme in the CGD network are issued:

i. The scheme of co-mingling of Compressed Bio Gas (CBG) generated progressively under the SATAT scheme meeting the technical standards with the natural gas in CGD network will be operationalized.
ii. GAIL will finalize operational modalities for supply of CBG co-mingled with domestic gas at uniform base price across all CGD entities for CNG (T) and PNG (D) segment of CGD network.
iii. The scheme envisages the share of co-mingled CBG in the total domestic gas supplied to CNG (T) and PNG (D) segment of CGD sector reach upto 10%.
iv. The scheme will be reviewed after a period of three years or as and when the percentage of CBG in the overall mix of CNG(T)/PNG(D) in the CGD sector reaches 10% whichever is earlier.
v. All other conditions in the guidelines dated 03.02.2014 and 20.08.2014 (as amended) shall continue to apply subject to the guidelines above mentioned.

(Anand Kumar Jha)
Deputy Secretary (GP)

Annexure IV

No. L-16022/05/2020-GP-I (E:35118)
Government of India
Ministry of Petroleum & Natural Gas
*****

Shastri Bhawan, New Delhi.
Dated: 23rd July, 2021

To,
CMD, GAIL, New Delhi.

Sub: Guidelines for co-mingling of domestic gas for supply for Compressed Natural Gas (Transport) & Piped Natural Gas (Domestic) segments of City Gas Distribution networks –reg.

Sir,

I am directed to refer to the recommendations of Industry Level Committee constituted vide Order No. L-16022/5/2020-GP-I (E:35118) dated 12th October 2020 to develop a framework for injection of CBG into CGD network and the report submitted by the Industry Level Committee on 29.12.2020.

2. Further, this ministry had considered the recommendations of the committee on aforesaid subject matter and had issued above subject Policy Guideline No. 1 of 2021-PNG/GP dated 9.4.2021 (copy enclosed).

3. As regards the connectivity for injection of CBG in CGD network, the committee had recommended that the responsibility of connecting the CBG plant with the City Gas Distribution network and ancilliary activities would lie with the Biogas/CBG producers or the LOI issuers. In this regard, it is also envisaged that with the progressive development of CGD network in the Geographical Areas the issue of connectivity, especially for distance of 10 km and above shall be taken care of.

4. In light of the above, the stakeholders may be encouraged to lay pipelines and other ancilliary activities for establishing the connectivity where the distance is below 10 kms. CGD entities may also be sensitized about planning their pipeline and other infrastructure in synergy with the upcoming CBG plants so as to promote the injection of CBG in their network.

5. GAIL may take necessary steps for operationalization of above subject guidelines.

Yours faithfully,

23/7/21

(Anand Kumar Jha)
Deputy Secretary to the Govt. of India
Tel.No. 2338-8764
Email: dir.gp-png@gov.in

Encl: as above.

Copy to:
1. Chairman, IOCL, New Delhi
2. C&MD, HPCL, Mumbai.
3. C&MD, BPCL, Mumbai.
4. MD, IGL, New Delhi.

Annexure V

FORTNIGHTLY JOINT TICKET FOR SUPPLY OF BIOGAS/CBG

PERIOD: ……to ……..

CGD GA ID:

S. NO	DATE	Material	For CBG supply at RO		MEASURED QUANTITY		DENSITY	GCV	NCV	CALCULATED QUANTITY			REMARKS
			Name of RO	Distance of RO from CBG Plant	KG	SCM	KG/SCM	KCAL/ SCM	KCAL/ SCM	MBG	MBN	KG (In case the Measured Qty is in SCM)	
1													
2													
3													
4													
.													
.													
.													
15													
16													

AUTHORISED SIGNATORY FOR BIOGAS/CBG PRODUCER	**AUTHORISED SIGNATORY FOR IGL**
GAIL VENDOR CODE:	**GAIL CUSTOMER CODE:**

Copy: GAIL (India) Limited

NOTE:

Biogas delivered in pipeline network of IGL shall be measured in SCM through flow meter installed at Delivery point/ custody transfer point. The information provided in this format is for the purpose of joint ticketing only. To convert the same in MMBTU (Gross), Seller shall install instrument/device/licensed software to provide the density, GCV and NCV to IGL & GAIL.

IGL recommended Vendor List is a part of Commercial Agreement to be signed between IGL and CBG producer. LOI holder to ensure compliance wrt installation of equipments/instruments from the IGL approved vendor list only. In case, Biogas/CBG Producer is unable to provide the density and calorific value (i.e. GCV and NCV), then IS16087:2016 standard will be considered by the Biogas/CBG Producer and IGL/GAIL in the Joint ticket as follows: GCV= 8126.222 KCal/SCM; NCV= 7316.234 KCal/SCM; & Density = 0.758 Kg/SCM.

CBG delivered at Retail Outlet shall be measured in KG through mass flow meter available at Delivery point/retail outlet of IGL. To convert the same in SCM and MMBTU (Gross), Seller shall install instrument/device/ licensed software to provide the density, GCV and NCV for each cascade to IGL& GAIL.

Annexure VI

No. L-16022/05/2020-GP-I (E:35118)
Government of India
Ministry of Petroleum & Natural Gas
*****

Shastri Bhawan, New Delhi.
Dated: 26th October, 2021

To,
CMD, GAIL, New Delhi.

Sub: Operationalisation of guidelines for supply of Biogas/CBG under CBG-CGD synchronisation.

Sir,

I am directed to refer to GAIL's letter GAIL/CO/MKTG/CBG/MoP&NG/CBG-CGD sync/2021 dated 28.09.2021 regarding operationalising of guidelines regarding supply of Biogas/CBG under the CBG-CGD synchronisation and to state that GAIL may operationalise the scheme as notified through guidelines dated 09.04.2021 in terms of the methodology provided in letter dated 28.09.2021 including, inter-alia,

i. GAIL to pay total composite sale price of CBG to CBG producer inclusive of compression charges and charge the Biogas compression charge to the CGD entity along with the Biogas price, at the Weighted Average Price (WAP) for the pooled quantity of Biogas/CBG and APM/NAPM gas Biogas/CBG and APM/NAPM gases.
ii. Revision of the Basic Price of Biogas with methane content of ~96%, to be paid to Biogas/CBG producers, upward from Rs. 730/MMBTU to Rs. 770/MMBTU.
iii. A Pipeline Compression Charge of Rs 2/Kg may be paid to the Biogas producer for injecting in the MDPE/Steel pipeline of CGD entity and also for transporting the same in cascades for injecting into CGD pipeline through decompression units.
iv. Biogas/CBG quantities, received directly and physically by the CGD entity from nearby CBG producers under CBG-CGD synchronization scheme, would be over and above its APM/NAPM domestic allocation quantity and would not attract any natural gas pipeline transmission charges. However, such Biogas/CBG quantities would only be for use in CNG (T) & PNG (D) segments and would be reported by CGD entity to PPAC on a periodic basis as per the applicable formats and MOP&NG guidelines.

2. GAIL may review, in consultation with other stakeholders, the pricing of CBG to reflect the costs of inputs/feedstock and ensure minimum annual escalation of 2-3% as per the guidelines under SATAT. They may also consider reviewing the compression charges to align with the input costs and transportation/handing charges and the need to promote the CBG ecosystem.

3. This has the approval of competent authority.

Yours faithfully,

(Anand Kumar Jha)
Deputy Secretary to the Govt. of India
Tel.No. 2338-8764
Email: dir.gp-png@gov.in

Encl: as above.

Copy to:
All CGD entities as per list attached.

ANNEXURE VII

BANK GUARANTEE FORMAT

M/s. Indraprastha Gas Limited
Plot No.4, Community Centre,
Sec-IX, R K Puram
New Delhi 110022

Guarantee Number: _____
Guarantee Period: up to 31.03.2034
Guarantee Amount: Rs.5,00,000/- (Rupees Five Lacs Only)
Last date of Claim: up to 30.09.2034

1. In consideration of **M/s. Indraprastha Gas Limited (IGL)** having its Registered Office at **Plot No.4, Community Centre, Sec-IX, R.K. Puram, New Delhi-110022** (hereinafter called the "**Buyer**" which expression shall unless repugnant to the context or meaning thereof including their respective successors, administrators, executors and assignees), having awarded certain work for and related to Supply of Compressed Bio Gas (CBG) to IGL under CBG-CGD synchronization scheme to M/s _____(Name and address of the Contractor) (hereinafter called the "**Contractor/Seller**" which expression shall unless repugnant to the context or meaning thereof including their respective successors, administrators, executors and assignees), upon certain terms and conditions inter-alia mentioned in the **EOI No. IGL_CBG 08(A); LOI No._____** (hereinafter collectively called the "**Contract**", which expression shall include any formal contract entered into between the Buyer and the Contractor in supersession of the said Letter of Intent and all amendments and/or modifications in the Contract) inclusive of the condition that the Buyer may accept a Bank Guarantee/Undertaking of a Scheduled Bank in India as provided for in Conditions of Contract (Bank Guarantee) forming part of the said Letter of Intent/Letter of Confirmation **.**

2. The **M/s _____** (Contractor) is required to provide the Buyer i.e. **IGL** a sum of INR 5,00,000/- (Rupees Five Lacs Only**)** as Security Deposit. The form of payment of Security Deposit includes Guarantee executed by Nationalized Bank/Scheduled commercial Bank undertaking full responsibility to indemnify **IGL**, in case of default by Contractor, in performing obligations under the **EOI No. IGL_CBG 08(A); LOI No._____**(shall include any formal contract entered into between the Buyer and the Contractor in supersession of the said Letter of Intent and all amendments and/or modifications in the Contract) executed between **M/s _____** (Contractor) and **M/s. Indraprastha Gas Limited.**

3. The Contractor has approached us and at their request and in consideration of the promises and representations made by the Contractor under the contract, we_(**Bank Name**) having our office at (**Bank Name & Full Address**) have agreed to give such Guarantee as hereinafter mentioned.

4. We (**Bank Name**) hereby undertake and assure IGL that incase of any default by **M/s _____** (Contractor), in performing or anticipated breach of any of the terms and conditions of the Contract, we shall on demand without any demur, any reservations, contest, recourse, or protest and/or without any reference to the Contractor, pay to you in such a manner as you may direct the said amount of INR 5,00,000/- (Rupees Five Lacs Only**)** or such portion thereof not exceeding the said sum as you may from time to time require.

5. IGL will have the full liberty, without reference to us and without affecting this Guarantee, to postpone for any time or from time to time the exercise of any of the rights and obligations conferred on IGL under the

Contract with **M/s _____** (Contractor) which under law relating to the sureties would but for provision have the effect of releasing us.

6. The liability of the Bank to the Buyer under this Guarantee/undertaking shall remain in full force and effect notwithstanding the existence of any difference or dispute between the Contractor and the Buyer, the Contractor and the Bank and/or the Bank and the Buyer or otherwise howsoever touching or affecting these presents for the liability of the Contractor to the Buyer, and notwithstanding the existence of any instructions or purported instructions by the Contractor or any other person to the Bank not to pay or for any cause withhold or defer payment to the Buyer under these presents, with the intent that notwithstanding the existence of such difference, dispute or instruction, the Bank shall be and remain liable to make payment to the Buyer in terms hereof.

7. IGL's right to recover the said amount of INR **5,00,000/- (Rupees Five Lacs Only)** from us in manner aforesaid will not be affected or suspended by reason of the fact that any dispute or disputes have been raised by the said Contractor and/or that any dispute or disputes are pending before any office, authority, Tribunal or Court.

8. The Guarantee herein contained shall not be determined or affected by the liquidation or winding up, dissolution or changes of constitution or insolvency of the said Contractor, but shall in all respects and for all purposes is binding and operative until payment of all money due to IGL in respect of such liabilities is paid.

9. The Guarantee shall be irrevocable and shall remain valid up to **31.03.2034 (Expiry Date).** If any further extension of this Guarantee is required, the same shall be extended to such period on receiving instruction from **Indraprastha Gas Limited** on whose favor this Guarantee is issued.

10. "Notwithstanding anything contained herein above our liability under this Guarantee is restricted to and it shall remain in force up to and including **31.03.2034 (Expiry date)** with claim period up to -**30.09.2034 (Claim date)** and shall be extended from time to time for such period as may be desired by the Contractor on whose behalf this Guarantee has been given.

11. Not withstanding anything contained herein above:

    a) Our liability under this Bank Guarantee shall not exceed **Rs.5,00,000/- (Rupees Five Lacs Only)**
    b) This Bank Guarantee shall be valid upto **31.03.2034 (Expiry date)** and
    c) We are liable to pay the Guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written demand on or before **30.09.2034 (Claim date).**

Dated

(Sign and seal of Issuing Bank)
Address