



**The Mahatma Phule Renewable Energy & Infrastructure  
Technology Limited, (MAHAPREIT)**

**Invites**

**Request for Proposal (RFP)**

**For**

**Selection of Solar Power Developers for Setting up of 30 MW of  
Distributed Grid-Connected Rooftop Solar PV Projects under  
Engineering Procurement and Construction (EPC) mode at  
various Identified Government Buildings of Goa**

RFP No: MAHAPREIT/SEP/EPC/GOA-01/2024-25

Date: 12/10/2024

Issued by:-

**The Mahatma Phule Renewable Energy & Infrastructure  
Technology Limited, (MAHAPREIT)**

B-501 Pinnacle Corporate Park, Next to Trade Center, BKC, Bandra (East),  
Mumbai – 400051

Website: <https://mahapreit.in>



**MAHATMA PHULE RENEWABLE ENERGY &  
INFRASTRUCTURE TECHNOLOGY LIMITED**  
Subsidiary of MPBCDC (Gov. of MH Undertaking)

RFP No: MAHAPREIT/SEP/EPC/GOA-01/2024-25

Dated: 12/10/2024

The Mahatma Phule Renewable Energy & Infrastructure Technology Limited, invites Bids from the Bidders to participate through this "Request for Proposal (RfP) for Selection of Solar Power Developers for Setting up of 30 MW of Distributed Grid-Connected Rooftop Solar PV Projects under Engineering Procurement and Construction (EPC) mode at various Identified Government Buildings of Goa."

For the implementation of above-mentioned work, Bidders should submit their bid proposal along with non-refundable Tender Fee and all requisite documents complete in all respects on or before 04/11/2024 up to 16:00 Hours in the office of MAHAPREIT in prescribed format. Bid proposals received without the prescribed Tender Fee and Bid Security shall be rejected. In the event of any date indicated above is a declared Holiday, the next working day shall become operative for the respective purpose mentioned herein. Technical Bid will be opened online on dated 05/11/2024 at 11:00 Hours.

Bid documents which include eligibility criteria, technical and financial specifications, various conditions of Agreement, formats, etc. can be viewed and can be downloaded from <https://www.mahatenders.gov.in/> for online submission.

## **DISCLAIMER**

1. Though adequate care has been taken while preparing this RFP document (inclusive of Formats and Annexures), the Bidders shall satisfy themselves 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 prospective Bidder at least ten (10) days prior to Bid Submission deadline, whichever is later it shall be considered that the RFP document is complete in all respects and has been received by the Bidder. Bidder shall be responsible to read all clauses in RFP.
2. MAHAPREIT reserves the right to modify, amend or supplement RFP documents including all formats and annexures at any time before Bid Submission deadline. Interested Bidders are advised to follow and keep track of MAHAPREIT's website for updated information. MAHAPREIT is not obligated to send/ communicate separate notifications for such notices/ amendments/ clarification etc. in the print media or individually. MAHAPREIT shall not be responsible and accountable for any consequences to any party.
3. While this RFP has been prepared in good faith, neither MAHAPREIT nor their employees or advisors make any representation or warranty, expressed or implied, or accept any responsibility or liability, whatsoever, in respect of any statement or omissions herein, or the accuracy, completeness or reliability of information and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP, even if any loss or damage is caused by any act or omission on their part.
4. The capitalized term or any other terms used in this RFP, unless as defined in RFP or repugnant to the context, shall have the same meaning as assigned to them by the Electricity Act, 2003 or Company Act, 1956/2013 or Indian Partnership Act, 1932 or Limited Liability Partnership Act, 2008 or Income Tax Act, 1961 and the rules or regulations framed under these Acts.

## BID INFORMATION SHEET

<b>Document Description</b>	Request for Proposal (RfP) for Selection of Solar Power Developers for Setting up of 30 MW of Distributed Grid-Connected Rooftop Solar PV Projects under Engineering Procurement and Construction (EPC) mode at various Identified Government Buildings of Goa.
<b>RFP No. &amp; Date</b>	RFP No: MAHAPREIT/SEP/EPC/ GOA-01/2024-25 Dated: 12/10/2024
<b>RFP Purchase Start Date</b>	12/10/2024 at 18:00 Hours
<b>RFP Purchase End Date</b>	04/11/2024 at 16:00 Hours
<b>Broad Scope</b>	Design, supply, installation, commissioning and comprehensive maintenance for FIVE years, including grid connectivity charges, meter charges etc.
<b>Pre-bid Meeting</b>	<p>The pre-bid meeting shall be held on <b>21/10/2024</b> at 15:00 hours. The Bidders shall nominate a maximum of 2 representatives and share the following participation details by 16:00 hours of 04/11/2024 at <a href="mailto:cgm.sep@mahapreit.in">cgm.sep@mahapreit.in</a> / <a href="mailto:cgm.it@mahapreit.in">cgm.it@mahapreit.in</a></p> <ul style="list-style-type: none"> <li>Name of the Bidder</li> <li>Name, Email, Contact No. of the Participant(s)</li> </ul> <p>Pre-bid meeting shall be hosted ONLINE by MAHAPREIT office, Mumbai.</p>
<b>Last date &amp; Time of BidSubmission</b>	04/11/2024 at 16:00 Hours
<b>Submission of mandatory hard copies (Technical bid)</b>	04/11/2024 at 17:00 Hours
<b>Bid Opening (Technical)</b>	08/11/2024 at 11:00 Hours
<b>Bid Opening (Financial)</b>	Will be informed later through e-procurement portal and MAHAPREIT website.
<b>Tender Fee (non-refundable)</b>	<p>INR 10,000.00 (Ten Thousand only) + 18% GST.</p> <p>Bidders can pay for the cost of documents in the form of electronic transfer/NEFT payments in the following account details of MAHAPREIT:</p>

	Name of Party	Mahatma Phule Renewable Energy and Infrastructure Technology Ltd.
	Name of Bank:	ICICI Bank
	Account No:	054405500470
	IFSC:	ICIC0000544
	Address:	MIDC, Andheri (East), Mumbai.
	<p>The Bidder shall be required to forward the copy of electronic fund transfer receipt from their registered E-mail ID to MAHAPREIT Email ID: <a href="mailto:cgm.sep@mahapreit.in">cgm.sep@mahapreit.in</a> and/or <a href="mailto:cfo@mahapreit.in">cfo@mahapreit.in</a> <a href="mailto:cgm.it@mahapreit.in">cgm.it@mahapreit.in</a> requesting for access of download of the bidding documents in the working day</p> <p><b>Bid without cost of bid document shall not be considered for the bidding and such bids shall not be opened by MAHAPREIT.</b></p>	
<b>Bid Security</b>	<p>Interested Bidder shall furnish Bid Security of Rs. 2,00,000 (Two lakhs)</p> <p>Alternatively, for convenience of Bidders and avoid any exigency for Bidders, required Bid Security may be submitted to MAHAPREIT in the form of:-</p> <p>a. Demand Draft drawn in favour of “Mahatma Phule Renewable Energy &amp; Infrastructure Technology Limited” payable at Mumbai from a nationalized/ scheduled bank,</p> <p>or</p> <p>b. Through online <a href="https://www.mahatenders.gov.in/">https://www.mahatenders.gov.in/</a>.</p> <p>No exemption towards Bid Security is allowed to any type of organizations/ agencies including MSMEs or any Govt./ semi Govt./ PSUs</p>	
<b>Bank Guarantee (“BG”)</b>	<p>Successful Bidder shall be required to furnish a Bank Guarantee (“BG”) as per the provisions of the RFP.</p>	
<b>Update on this RFP</b>	<p>Bidders are advised to keep track of the changes/ updates/ corrigendum regarding this RFP on <a href="https://www.mahapreit.in/">https://www.mahapreit.in/</a></p>	
<b>Currency of Bids</b>	<p>Indian Rupees (INR)</p>	

<b>Address for Bid submission/ correspondence</b>	MAHAPREIT, B-501 Pinnacle Corporate Park, 5th floor, next to Trade centre, Bandra Kurla Complex, Bandra East, Mumbai, Maharashtra 400051
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## **B. DEFINITIONS & ABBREVIATIONS**

In this “Bid / RFP Document” the following words and expression will have the meaning as herein defined where the context so admits:

- 1) “Affiliate” shall mean a Company / Limited Liability Partnership (LLP) Firm/ Partnership Firm/ Sole Proprietor that directly or indirectly
  - a) controls, or
  - b) is controlled by, or
  - c) is under common control witha Bidder or Member of a Consortium. Any bank or financial institution shall not be considered as Affiliate;
- 2) “Administrative Charges” shall mean payment towards administrative overheads, liaising with other state authorities, visits to the site for plant inspection and commissioning purposes to the MAHAPREIT.
- 3) “Benchmark Cost” shall mean the benchmark costs as declared by MNRE for FY 2021- 22 vide their Office Memorandum No. 32/24/2020-SPV Division, dated 27th October 2021, attached as ANNEXURE – IV: MNRE Benchmark Costs for FY 2021-22.
- 4) “B.I.S.” shall mean specifications of Bureau of Indian Standards (BIS);
- 5) “Bid” shall mean the Technical and Financial Proposal submitted by the Bidder along with all documents/credentials/attachments / annexure etc., in response to this RFP, in accordance with the terms and conditions hereof;
- 6) “Bidder(s)” shall mean bidding Company/Limited Liability Partnership (LLP) firm/ Partnership Firm/ Sole Proprietor or Consortium in any form submitting the Bid. Any reference to the Bidder includes its successors, executors and permitted assigns as the context may require;
- 7) “Bidding Consortium or Consortium” shall refer to a group of bidding Company/Limited Liability Partnership (LLP) firm/ Partnership Firm/ Sole Proprietor that has collectively made a Bid in response to this RFP. Consortium of a maximum of three entities/ members is allowed under this RfP;
- 8) “Bid Deadline” shall mean the last date and time for submission of Bid in response to this RFP as specified in Bid Information Sheet;
- 9) “Bid Security or Earnest Money Deposit or EMD” shall mean Bid Security to be submitted by the Bidder along with the Bid as per clause 4.13 of this RfP;
- 10) “Bid Validity Period” shall mean the period starting from the bid submission date till the six (6) months from the opening of Financial Bid;
- 11) “CEA” shall mean Central Electricity Authority;
- 12) “CERC” shall mean Central Electricity Regulatory Commission;
- 13) “Chartered Accountant” shall mean a person practicing in India or a firm whereof all the partners practicing in India as a Chartered Accountant(s) within the meaning of the Chartered Accountants Act, 1949;
- 14) “Competent Authority” shall mean Managing Director of MAHAPREIT, himself and/or a person or group of persons nominated by him for the mentioned purpose

herein;

- 15) "Commissioning" shall mean demonstration of successful operation of the Grid Connected Project or part thereof, in accordance with prevailing regulations and as per SCHEDULE-I Scope of Work in RFP, by the Solar Power Developer;
- 16) "Commercial Operation Date" or "COD" shall mean the day when fulfill the capacity of the Project shall be declared commissioned by the concerned authority as per the terms and conditions laid out in RFP;
- 17) "Company" shall mean a body incorporated in India under the Companies Act, 1956 or Companies Act, 2013 including any amendment thereto;
- 18) "Comprehensive Operation and Maintenance or "Comprehensive O&M" shall mean insurance, warranty, spare parts and operation & maintenance of Projects during the term of the RFP;
- 19) "Control" shall mean with respect to any Entity means not less than 51% ownership, directly or indirectly, of such Person or the power to direct the management and policies of such Person by operation of law, contract or otherwise;
- 20) "Day(s)" shall mean a 24 (twenty-four) hour period beginning at 00:00 hours Indian Standard Time and ending at 23:59:59 hours Indian Standard Time;
- 21) "Effective Date" shall means the date on which all the condition precedents under the RFP shall be accomplished by the EPC and Procurer;
- 22) "Eligibility Criteria" shall mean the Eligibility Criteria as set forth in this RFP;
- 23) "Eligible Bidder(s)" shall mean a Bidder who is qualified as per the eligibility requirement pursuant to this RFP;
- 24) "Execution Date" shall mean date of signing of a agreement between Solar Power Developer and the Procurer and MAHAPREIT;
- 25) "Expiry Period" shall mean the date of expiry of the agreement, which shall not be earlier than the 5 (five) Operational Years from the COD, unless terminated earlier in accordance with the terms of this Agreement;
- 26) "Financial Bid" shall mean online financial Bid, containing the Bidder's quote
- 27) "First Operational Year" shall mean the period commencing from the COD and expiring at the end of the Calendar Month in which Project completes twelve (12) Months from the COD;
- 28) "Government Authority" means one or more of the Gol, GoM, Goa Govt. any local government or any other ministry, governmental department, commission, board, body, bureau, agency, authority, instrumentality, inspectorate, statutory corporation or body corporate over which the Gol or the GoM exercises control, court or other judicial or administrative body or official or Person, having jurisdiction over the EPC, the Unit or any portion thereof and the performance of obligations and exercise of rights of the Parties in accordance with the terms of this Agreement;
- 29) "IEC" shall mean specifications of International Electro Technical Commission;
- 30) "Inspecting Authority" shall mean the authority designated by the Competent Authority for the said purpose;
- 31) "JERC" shall mean Joint Electricity Regulatory Commission;



- 32) “kWp” shall mean Kilowatt Peak;
- 33) “kWh” shall mean Kilowatt Hour;
- 34) “LOA” shall mean Letter of Award (LOA) as Successful Bidder;
- 35) “Lead Member” shall mean the Bidder itself if it is a single firm, or the member of a Bidder if it is a consortium of two or more firms established during the qualification process for the Project, who has been duly authorized by the other members of the consortium to submit the Proposal and act on behalf of the consortium. In such case, the member of the consortium must submit Power of Attorney as provided at FORMAT 7: POWER OF ATTORNEY  
Further, there shall be only one Lead Member, having the shareholding of not less 51% in the Bidding Consortium;  
Note: The shareholding of the Lead member in the Project Company (Special Purpose Vehicle) cannot be changed till 01 (One) year after the Commercial Operation Date (COD) of the Project;
- 36) “MERC” shall mean Maharashtra Electricity Regulatory Commission;
- 37) “MSEDCL/ MH DISCOMs” shall mean Maharashtra State Electricity Distribution Company Limited and its Distribution companies individually or jointly both;
- 38) “MNRE” shall mean Ministry of New and Renewable Energy, Government of India;
- 39) “Month(s)” shall mean a calendar month as per the Gregorian calendar;
- 40) “MW” shall mean Mega Watt;
- 41) “MWp” shall mean Mega Watt Peak;
- 42) “Operational Year(s)” the First Operational Year and thereafter each period of 12 (twelve) Months till the Expiry Date of agreement;
- 43) “Paid-up Share Capital” means the paid-up share capital as defined in Section 2 of the Company Act, 2013;
- 44) “Payment Security Mechanism” shall have the same meaning as defined in the agreement.
- 45) “Solar Power Developer or SPD” shall mean anyone who has accepted the LOA then, enters into an agreement with the MAHAPREIT and has legal ownership of all the equipment of the Project;
- 46) “Premise” shall mean any land, building or structure or part thereof or combination thereof including any other vacant /non vacant area which is part of the Procurer’s establishment;
- 47) “Procurer(s)” shall mean the person or company or organization procuring solar power from the EPC at competitively determined tariff under this RFP;
- 48) “Project(s)” shall mean the Grid Connected Solar PV Project(s);
- 49) “Project Capacity” means the capacity of the Projects mentioned in the agreement;
- 50) “Project Cost” of a Project shall mean the total cost of the project.
- 51) “Project category(s)” shall mean a Category of Project(s) as per Clause 2.2 of this RFP;
- 52) “Project Company” shall mean Company incorporated by the Bidder as per Indian Laws in accordance with Clause 3;

- 53) "Prudent Utility Practices" shall mean the practices, methods and standards that are generally accepted nationally from time to time by electric utilities for the purpose of ensuring the safe, efficient and economic design, construction, commissioning, operation and maintenance of power generation equipment of the type specified in this RFP, as per requirements of Indian Law;
- 54) "Rate Validity Period" shall mean the period for a particular Project category starting from the date of issuance of LOA for that Project category till twelve (12) Months from the issuance date of LOA. It may be extended further for a period of three (3) Months with mutual consent between the MAHAPREIT and the Successful Bidder of a Project category;
- 55) "EPC" shall mean a person or an entity, which is in the business of supplying power generated through Project installed in the Premise of the Procurer on mutually agreed terms;
- 56) "RFP" shall mean Request for Proposal (RFP)/ Bid document/ Tender document and shall include formats and annexures in it;
- 57) "Scheduled Commercial Operation Date" or "SCOD" shall mean twelve (12) Months from the Effective Date as defined in the agreement;
- 58) "Statutory Auditor" shall mean the auditor of a Company appointed under the provisions of the Companies Act, 1956 or Companies Act, 2013 or under the provisions of any other applicable governing law;
- 59) "Successful Bidder(s)" shall mean the Eligible Bidder(s) who quoted the lowest rate offer;
- 60) "Year" shall mean 365 Days or 366 Days in case of leap year when February is of 29 Days;

### **C. INTERPRETATIONS**

1. Words comprising the singular shall include the plural & vice versa
2. An applicable law shall be construed as reference to such applicable law including its amendments or re-enactments from time to time.
3. A time of day shall save as otherwise provided in any agreement or document be construed as a reference to Indian Standard Time.
4. Different parts of this RFP are to be taken as mutually explanatory and supplementary to each other and, if there is any differentiation between or among the parts of this RFP, they shall be interpreted in a harmonious manner so as to give effect to each part.
5. As per MNRE OM no. 283/3/2018- GRID Solar-dated 9 March 2021 followed by appropriate notification of Ministry of Finance, Govt. of India, imposition of basic customs duty (BCD) from 1 April 2022 shall not be treated as change in law. However, any future changes in it after last date of online bid submission shall be given appropriate treatment under change in law.

## **SECTION-I: INTRODUCTION**

### **1. INTRODUCTION:**

- 1.1.** “Request for Proposal (RfP) for Selection of Solar Power Developers for Setting up of 30 MW of Distributed Grid-Connected Rooftop Solar PV Projects under Engineering Procurement and Construction (EPC) mode at various Identified Government Buildings of Goa”, in accordance with MNRE/JERC/concerned distribution licensee policies and regulations.
- 1.2.** The Bidder(s) are advised to read carefully all instructions and conditions of this RfP and understand the scope of work completely. All information and documents required as per the RfP must be furnished with the bid. MAHAPREIT reserves the right to seek clarifications on submitted bids. Failure to provide the information and/or documents as required shall render the Bid(s) unacceptable for further evaluation and may lead to rejection of the bid(s). All the responsive bidders meeting the eligibility criteria shall be treated at par. The financial Bid of only the technical qualified bidder(s) shall be opened.
- 1.3.** Bidder shall be deemed to have examined the RfP, to have obtained information in all matters whatsoever that might affect carrying out of works in line with the scope of work specified in the RfP at the Bid price and to have satisfied himself of the sufficiency of his Bid. The Bidder shall be deemed to know the scope, nature and magnitude of the works and requirement of materials, equipment, tools and labour involved irrespective of any defects, omissions or errors that may be found in RfP. It is assumed that Bidder has satisfied himself with the site conditions at the Premises of Procurer and has assessed the quantum of work required to comply with the RfP conditions.

## SECTION-II: BID DETAILS

### 2. BID DETAILS:

- 2.1. The bidding process is for “Implementation of approximate 30 MW of Distributed Grid-Connected Rooftop Solar PV Projects under Engineering Procurement and Construction (EPC) mode at various Identified Government Buildings of Goa.”, India.
- 2.2. Bidder shall be required to Bid mandatorily for both of the categories as mentioned in below table. The Bidders are advised to understand and satisfy themselves in regards with the detail provided about the Project Categories in Annexure – III.

Project category		Probable potential (MW)
A1	Government building with sanctioned demand from 3 kW to 100kW	10
A2	Government building with sanctioned demand from 101kW to 500kW	20

- 2.3. A Bidder shall bid for both Project categories subject to fulfilment of Eligibility Criteria as mentioned in Clause 4.
- 2.4. Bidder should ensure compliance to the Ministry of New and Renewable Energy’s ALMM guidelines, as amended from time to time, and provide an undertaking for the same as per FORMAT 16: UNDERTAKING for ALMM GUIDELINES
- 2.5. Key Dates

S. No.	Tender stage	Date	Time (Hrs.)
1.	Date of issue of RFP	12/10/2024	1800
2.	Purchase of RFP Start Date	12/10/2024	1800
3.	Pre-Bid Meeting	21/10/2024	1500
4.	Purchase of RfP end date	04/11/2024	1600
5.	Online Bid Submission End Date	04/11/2024	1600
6.	Mandatory Submission of original Hard Copy of Bid Security, if submitted in the form of Demand Draft/FDR/Bank Guarantee only	04/11/2024	1700
7.	Technical Bid & Bid Security Opening Date	08/11/2024	1100
8.	Financial Bid Opening Date (L1 Rate)	To be intimated later	

- 2.6. Successful Bidder shall pay 6% Administrative Charges of the total project cost to the MAHAPREIT. The payment has to be made by the Successful Bidder as per terms and conditions of the LOA, in the form of Demand Draft/ Transfer through RTGS / NEFT, with acceptance of LOA within 15 days of issuance of LOA.

## SECTION-III: INSTRUCTIONS TO THE BIDDER

### 3. INSTRUCTIONS TO THE BIDDER:

- 3.1. The total capacities in this tender has been grouped into two different Project categories. Bidders shall bid for both the Project categories by paying the Tender fee once at <https://www.mahatenders.gov.in/>
- 3.2. Further, Bidder must note that for evaluation of qualification against Financial Eligibility Criteria, following conditions shall be applicable:
- a) Bidder shall establish turnover as required under this RFP.
  - b) In-case Bidder/Lead Member of Consortium has referred its Affiliate to meet the Financial Eligibility criteria, then the same relationship with the Affiliate by the Bidder shall continue at least for the period of First Operational Year of each Project under the Project category. Further, Affiliate of Bidder and member of Consortium shall furnish information as sought in FORMAT 9 and FORMAT 12.
- 3.3. A Bidder shall not have a conflict of interest for the bid Project category. Bidder(s) shall be disqualified in the Project category(s) where it has conflict of interest. In a particular Project category, the Bidder may be considered to have conflict of interest with one or more parties in this bidding process, if:
- a) A Bidder submits more than one Bid in the bidding process, either individually [including bid submitted as authorised representative on behalf of one or more Bidder(s)] or as Member of consortium.
  - b) They have a relationship with each other, directly or through common third parties, that puts them in position to have access to information about or influence on the Bid of another Bidder or influence the decisions of MAHAPREIT regarding this bidding process.
- 3.4. MAHAPREIT has rights to annul/cancel the bid of Bidders who will take any assistance or support, except as may be required by MAHAPREIT, in any form from any of the independent consultant or consulting agency who is directly associated with MAHAPREIT during preparation of RFP and agreement.
- 3.5. Instruction to Bidders on E-Tendering
- 3.3. For participation in e-tendering module, it is mandatory for Bidders to get registration on website <https://www.mahatenders.gov.in/> .Therefore, it is advised to all Bidders to get register at the E-Procurement portal at the earliest.
- a) Tender documents can be downloaded from website <https://www.mahatenders.gov.in/> in free of cost. Bidders need to submit the Tender Fee on or before the time of online submission of the bid.
  - b) Service and gateway charges shall be borne by the Bidders.
  - c) Upon enrolment, the Bidders will be required to register their valid Digital Signature Certificate (DSC) of appropriate class as specified for the E-Procurement system (in the name of person who will sign the proposal) in the form of smart card/e-token, from any of the licensed Certifying Authority recognized by CCA India (e.g. Sify/nCode/eMudhra, etc).
  - d) For further information regarding issue of Digital Signature Certificate, the

Bidders are requested to visit website <https://www.mahatenders.gov.in/> . Please note that it may take up to 3 to 5 working Days for issue of Digital Signature Certificate. MAHAPREIT will not be responsible for delay in issue of Digital Signature Certificate.

- e) The Browser should be Java enabled. Java Runtime Environment (JRE) should be installed in the client system. This can be downloaded from the download links of the eProcurement System.
  - f) If Bidder is participating for the first time in e- tendering, then it is advised to fulfil all formalities, such as registration, obtaining Digital Signature Certificate, etc. well in advance.
  - g) Bidders are requested to regularly visit our e-tendering website for any clarification and / or extension of due date.
  - h) Bidder must positively complete online e-tendering procedure at <https://www.mahatenders.gov.in/> .
  - i) MAHAPREIT shall not be responsible in any way for delay /difficulties/inaccessibility of the downloading facility from the website for any reason whatever.
  - j) Whosoever on behalf of the Bidder is submitting the tender by his Digital Signature Certificate, shall invariably upload the scanned copy of the authority letter, as well as submit the copy of the same in physical form with the offer of particular Bid.
  - k) Generally, the Bid Security / EMD should be paid online as per requirement of this RFP. In case of any problem with online portal or any exigency at Bidder's end, Bid Security may be furnished through other means as per clause 4.13 of this RFP
  - l) After the final submission of bid, Bidder should ensure that he has received the acknowledgment slip and should keep this slip until opening of the Bid. If acknowledgment slip is not generated, it means the Bid is not submitted.
- 3.6. The Bidders shall have to submit their Financial Bid and Technical Bid along with required relevant documents/ certificates, if any, online only (duly encrypted bids) as per time schedule (Key dates) as mentioned in RFP. Only documents/ certificates on stamp papers, Bid Security (as applicable) and such other documents as may be prescribed by MAHAPREIT, as a part of Technical Bid shall be submitted to MAHAPREIT in original hard copies and the same should reach to the office undersigned by the Key Dates.
- 3.7. For any type of clarification, Bidders can visit <https://www.mahatenders.gov.in/> and can call help desk mentioned in the website.

## **4. ELIGIBILITY CRITERIA**

### **4.1. GENERAL**

The Bidder should be a body corporate incorporated in India under the Companies Act, 1956 or 2013 including any amendment thereto or a Partnership Firm having executed partnership deed and registered as per sections 58 & 59 of the Partnership Act, 1932, as amended or a Limited Liability Partnership Firm (LLP) registered under



section 12 of Limited Liability Partnership Act, 2008, as amended or registered Sole Proprietor or the consortium. A copy of certificate of incorporation, partnership deed or LLP/Sole Proprietor registration or consortium, as applicable and relevant, shall be enclosed with FORMAT 2.

Bidder or any member of Consortium having been blacklisted by MAHAPREIT or by any Govt./PSU, for whatever reasons, shall not be eligible/ allowed to participate in this RFP.

**4.2.SCOPE OF WORK:** The work is to be carried out on 'Turn Key Basis' which includes survey, design, estimate generation, estimate payment, supply of SPV systems with all accessories and equipment, metering, installation, testing, commissioning and maintenance services for 5 years, of the MAHAPREIT's allotted sites with free replacement warranty on spare parts against manufacturing defects for five years. It also includes obtaining estimated generation, estimated payment, and other permission of concerned DISCOM and required approvals/ permission of the concerned authority

- i) Survey of allotted/ re-allotted, physical and technical verification of sites for feasibility.
- ii) The work covers Design, supply, installation, commissioning and comprehensive maintenance for FIVE years, including concerned DISCOM charges for net metering, meter charges etc.
- iii) Design, supply, civil work, erection, testing and commissioning of net meter SPV grid connected Power Plant as per schedule given in the work order.
- iv) Installation of solar meter and bi-directional meters along with second line of protection in the system such as SPD etc.
- v) Installation of Remote Monitoring facility along with necessary dongle etc. for the period of 5 years.
- vi) The scope of the work covers cleaning and washing of the Solar Photovoltaic Modules regularly to ensure that (i)annual Capacity Utilization Factor(CUF) of the system is 17% (ii) the Performance Ratio of the system is more than 70% in each quarter during the five years CMC Period.
- vii) Insurance: The bidder in its own interest shall be responsible to take an insurance policy, for all the materials to cover all risks including all calamities and liabilities for supply, storage of materials at site, installation, testing, installation of solar, Bi-directional meter, commissioning and including 5 year CMC period of the systems.

#### **4.3. TECHNICAL ELIGIBILITY CRITERIA**

##### **i) A1 Category 3kW-100kW**

The Bidder must have experience in Design, Supply, Installation & Commissioning of Grid Connected Solar PV Power Plants of cumulative Capacity more than 800 kW during last five (5) years. The Solar PV Power Plants and Solar Systems must be commissioned and should be



operating satisfactorily for a period not less than 1 year.

AND

The Bidder must have experience in Design, Supply, Installation & Commissioning of at least 01 (One) Grid Connected Solar PV Power Plants of individual minimum capacities of 100 kW or 20kWx5. The Solar PV Power Plants and Solar Systems must be commissioned and should be operating satisfactorily for a period not less than 1 year.

The last date of bid submission will be the cut-off date for consideration of such experience.

ii) **A2 Category 101kW-500kW**

The Bidder must have experience in Design, Supply, Installation & Commissioning of Grid Connected Solar PV Power Plants of cumulative Capacity more than 2000kW in last five (5) years. The Solar PV Power Plants and Solar Systems must be commissioned and should be operating satisfactorily for a period not less than 1 year.

AND

The Bidder must have experience in Design, Supply, Installation & Commissioning of at least 01 (One) Grid Connected Solar PV Power Plants of individual minimum capacities of 500kW or 100kW x 5. The Solar PV Power Plants and Solar Systems must be commissioned and should be operating satisfactorily for a period not less than 1 year.

The last date of bid submission will be the cut-off date for consideration of such experience

#### **4.4. FINANCIAL ELIGIBILITY CRITERIA:**

The Bidder should have Average Annual Turnover of INR 300lakh of nearest last three (3) years. In case a Bidder is submitting bid for two or more Project categories, then financial requirement shall be met on cumulative basis by adding individual financial requirement for each Project category for which Bidder is participating. In case of Consortium, the lead/financial partner's turnover should be fulfilled. The formula of calculation of turnover shall be as per Companies Act 2013.

The turnover criteria should have minimum average turnover of INR Three (3) Crore per MW of Grid connected rooftop Solar PV Project for Project category during the nearest last three (3) years.

Note:

- i. All requisite documents, such as Balance Sheet, P&L Account, Schedules etc., duly certified by a Chartered Accountant (CA) and the Bidder, in support of Bidder claim for meeting the Financial Eligibility Criteria shall require to be submitted.

ii. It is essential to submit Financial Eligibility Criteria requirement and undertaking form as attached in FORMAT 8 and FORMAT 10 of this RFP document.

a) For the purposes of meeting financial requirements, only latest unconsolidated audited annual accounts shall be used. However, audited consolidated annual accounts of the Bidder may be used for the purpose of Financial Eligibility requirements provided the Bidder has at least twenty six percent (26%) equity and control in each company whose accounts are merged in the audited consolidated accounts.

b) Bidder shall furnish documentary evidence as per the FORMAT 9, duly certified by Authorized Signatory and the Statutory Auditor / Practicing Chartered Accountant of the Bidder in support of their financial capability.

c) Bidder can use its own financial strength or of its Affiliate to fulfill the Financial Eligibility Criteria mentioned in RFP.

d) In case of Consortium, Financial Eligibility Criteria has to be met jointly by Lead/ financial partner.

e) Bidders shall have to give a declaration to the effect that they fulfill the terms and conditions of eligibility as per FORMAT 14: DECLARATION. If the declaration to above effect is found to be false, the eligibility would be considered null and void.

f) The Net Worth of the Bidder during the last two financial years shall be positive. The certificate shall be produce.

#### CHECK-LIST:

To ensure that the online and only necessary hard copy documents submission Bid is complete in all respects, checklists are required to be duly tick marked/ filled for the enclosures which are attached with the RFP document. Hard copy submission shall contain only those documents as per SECTION- IV: Checklist 2 under this RfP. The requisite documents required are indicated in the checklists. It is essential for the Bidders to submit checklists duly sealed and signed with envelope. However, this checklist is indicative, and Bidder shall be responsible for meeting all information requirements as per provisions of this RFP.

#### **4.5. INCORPORATION OF A PROJECT COMPANY:**

a. In case a Bidder is selected as a Successful Bidder, it can choose to incorporate a Project Company. In case a Bidder is a consortium, it would be mandatory to incorporate a Project Company in order to sign the agreement; the said Project Company has to be formed within forty five (45) Days from the issuance of LOA. Further, Bidder shall be responsible to get all required clearances in the name of the Project Company, and transfer already obtained clearances, if any.

b. The aggregate equity shareholding of the Successful Bidder in the issued and paid up share capital, and the voting rights and control of the Project Company shall not be less than fifty one percent (51%) up to completion of First Operational Year.

c. Further, any member of the consortium or Partner in a Partnership firm or an LLP, shall maintain individual equity in newly formed Company of, at least, 51% of its share in the bidding consortium or in the partnership deed, as the case may be, submitted along with the Bid, up to completion of First Operational Year.

d. The Affiliate of a Successful Bidder whose financial credentials have been relied upon by the Successful Bidder to demonstrate Financial Eligibility, is also permitted to execute the PPA by itself or by forming an SPV, as the case may be. In such cases, all the obligations and liabilities of the Successful Bidder as set out in the Bid Documents shall apply to the Affiliate.

e. In the event that the Successful Bidder, which is a single Entity, chooses not to incorporate any Project Company, then the shareholders of the Successful Bidder, as on the date of submission of the Bid, shall not decrease their ownership below 51% until the expiry of a First Operational Year. If the successful bidder forms a Project Company (SPV), the shareholders of the Successful Bidder, as on the date of submission of the Bid, shall continue to hold up to 51% of the total ownership of the Project Company (SPV), from the date of incorporation of SPV until the completion of First Operational Year.

f. Any change in ownership and liabilities after Three Operational Year shall be permissible, however EPC should inform MAHAPREIT in writing within 30 Days of change in ownership.

#### **4.6. BID SUBMISSION BY THE BIDDER:**

a. The information and/or documents shall be submitted by the Bidder as per the formats specified in this document.

b. Bid(s) that are incomplete in any respect or those that are not consistent with the requirements as specified in this RFP or those that do not adhere to formats prescribed herein, wherever specified, may be considered non-responsive. However, MAHAPREIT reserves the right to seek additional information/clarifications from the Bidders, if found necessary, during the course of evaluation / processing of the Bid(s). Non-submission or delayed submission of such additional information or clarifications sought by MAHAPREIT within the timeline provided by the MAHAPREIT may be a ground for rejecting the Bid(s).

c. Each format has to be duly signed and stamped by the authorized signatory of the Bidder. In case of a Consortium, it has to be signed by authorised representative of the Lead Bidder. Strict adherence to the necessary documents required to be submitted as original hard copies in Envelope, as per clause 3 shall be ensured, failure on this account may lead to rejection of Bid.

d. The Bidder shall furnish documentary evidence in support of meeting eligibility criteria as indicated in this RFP to the satisfaction of MAHAPREIT and shall also furnish unconsolidated/ consolidated audited annual accounts in support of meeting financial requirement, which shall consist of unabridged annual accounts, profit and

loss account, profit appropriation account, auditor's report, etc., as the case may be.

e. The bidding Company should designate authorised representative but not more than three (3) person to represent the bidding Company in its dealings with MAHAPREIT. The person should be authorized to perform all tasks including, but not limited to providing information, responding to enquires, signing of Bid etc. The bidding Company should submit, along with Bid, a Power of Attorney (To be stamped on non – judicial stamp paper of Rs.500 of the state where the document is made) in original as per FORMAT 7, authorizing the signatory of the Bid.

#### **4.7. CLARIFICATIONS AND PRE-BID MEETING:**

a) The Bidder may seek clarifications or provide comments on RFP in writing, through a letter at MAHAPREIT's given address on or before the date and time mentioned in Key Dates as per RfP.

b) The Bidder(s) or their authorized representative(s) is /are invited to attend pre-bid meeting(s), which will take place on date(s) as specified in Bid information Sheet, or any such other date as notified by MAHAPREIT.

c) The purpose of the pre-bid meeting will be to clarify any issues regarding the RFP including in particular, issues raised in writing and submitted by the Bidder

d) MAHAPREIT is not under any obligation to entertain/ respond to suggestions made or to incorporate modifications sought for.

#### **4.8. BID DOCUMENTS:**

Except as required in this RfP, all necessary and relevant documents as a part of Technical Bid and Financial Bid are to be submitted only ONLINE. **No Financial Bid related document shall be submitted offline/ hard copy.** None of the documents/papers as a part of Technical Bid shall be submitted offline/ hard copies except as provided in this RfP. Bid documents shall comprise of following:

- Covering Letter as per prescribed FORMAT 1
- Tender Fee Transaction statement
- Proof of Bid Security (EMD) of required value as mentioned in Clause 3 or FORMAT 4, if applicable;
- General particulars of Bidder as per FORMAT 2 of this RFP, including Certificate of Incorporation of Bidder/ Affiliate as applicable.
- Bidder's composition and ownership structure as per prescribed FORMAT 3 as shareholding certificate for a Company/Partner contribution for an LLP certified by Director/practicing Chartered Accountant/Company Secretary and authorised signatory of the Bidder (as applicable).
- Original power of attorney (To be stamped on non – judicial stamp paper of

Rs.500 of the state where the document is made, as per FORMAT 7) issued by the Bidder in favour of the authorized person signing the Bid, in the form prescribed in this RFP (Power of Attorney must be supplemented by Board Resolution to above effect for the company incorporated under Company Act 1956 or Company Act 2013).

- FORMAT 8 for meeting Financial Eligibility Requirements along with all supporting documents.
- FORMAT 9, if applicable, supported by Board Resolution of the Affiliate.
- Undertaking(s) from the member of Consortium or Affiliate of Bidder/ member of Consortium as per FORMAT 10, as applicable.
- FORMAT 12 for Consortium Agreement, if applicable.
- FORMAT 13: POWER OF ATTORNEY IN FAVOR OF LEAD MEMBER OF THE CONSORTIUM. (To be stamped on non – judicial stamp paper of Rs.500 of the state where the document is made)
- FORMAT 14: DECLARATION
- FORMAT 15: UNDERTAKING
- Signed and stamped Copy of the finalized RFP and PPA and all the amendments, addendum & clarifications are NOT required to be submitted (not to be submitted online or offline).

#### **4.9. METHOD OF BID SUBMISSION**

a) Bidders are required to submit Technical Bid, along with all relevant documents as detailed in Clause 3 above through online only. However, original hard copies of following documents shall be submitted to MAHAPREIT as per key dates before the Bid Deadline: -

- (i) Covering Letter as per prescribed FORMAT 1
- (ii) Bid Security of required value as mentioned in Clause 3, and FORMAT 4, if applicable;
- (iii) Original power of attorney (To be stamped on non – judicial stamp paper of Rs. 500.00 of the state where the document is made, as per FORMAT 7) issued by the Bidder in favour of the authorized person signing the Bid, in the form prescribed in this RFP (Power of Attorney must be supplemented by Board Resolution to above effect for the company incorporated under Company Act 1956 or Company Act 2013)
- (iv) FORMAT 13: POWER OF ATTORNEY IN FAVOR OF LEAD MEMBER OF THE CONSORTIUM. (To be stamped on non – judicial stamp paper of Rs. 500.00 of the state where the document is made).
- (v) Such other minimum documents/ certificates in original/ copy as MAHAPREIT may reasonably prescribe.

- b) Financial Bid shall be submitted only through online mode with due encryption.

The Bidder has the option of sending original hard copies of documents as mentioned in SECTION VI: CHECKLIST under this RfP as a part of Technical Bid either by registered post or by speed post or by hand delivery, so as to reach MAHAPREIT by the Bid Deadline. MAHAPREIT shall not be responsible for any delay in receipt of such hard copy submission as required under this RfP. It should be noted that except online Financial Bid, no other envelope/ document should contain any information/document relating to Financial Bid. MAHAPREIT shall not be responsible for premature opening of the Financial Bid in case of non-compliance of above.

All pages of the Bid, except for the Bid Security and any other document executed on non-judicial stamp paper, forming part of the Bid and corrections in the Bid, if any, must be signed by the authorized signatory on behalf of the Bidder. In case of a Consortium, it has to be signed by the authorized signatory of the Lead Bidder. It is clarified that the same authorized signatory shall sign all pages of the Bid. Further, any published document submitted with the Bid shall be signed by the authorized signatory. Bidder shall submit the original/ copies of Bid documents, as applicable, duly signed by their authorized signatory of the Bidder.

#### **4.10. BID DEADLINE:**

The Bidder should submit the online documents of the Bid on or before the time schedule mentioned in Bid Information Sheet.

#### **4.11. BID VALIDITY PERIOD:**

The Bid shall remain valid for a period of six (6) Months from the date of opening of Financial Bid. In case, Successful Bidder is revoking or cancelling his offer or varying any term & conditions in regard thereof or not accepting Letter of Award ("LOA") within 15 days of issuance of LOA, MAHAPREIT shall take actions against the Bidder as per relevant clause of the RfP and as deemed necessary. The date of issuance of LOA shall be intimated by the MAHAPREIT to the Successful Bidder. In exceptional circumstances if LOA is not issued to the Successful Bidder(s) during the Bid Validity Period, the MAHAPREIT may solicit the Bidder's consent to extend the Bid Validity Period. In such circumstances, the Bid Security provided shall also be suitably extended by the Successful Bidder.

#### **4.12. COST OF BIDDING:**

The Bidder shall bear all the costs associated with the preparation and submission of Bid, MAHAPREIT in any case will not be responsible or liable for these costs, under any conditions. The Bidder shall not be entitled to claim any costs, charges and expenses of and incidental to or incurred by him through or in connection with submission of Bid even though MAHAPREIT may elect to modify/withdraw the invitation of Bid.

#### **4.13. BID SECURITY:**



Interested Bidder shall furnish Bid Security/EMD of required amount for both the Project category for which Bidder is placing Bid. Amount of Bid Security shall be as tabulated below under this section. Bidders placing Bid for both the Project category could furnish single Bid Security of value equivalent to the sum of the of Bid Securities required for each Project categories in which Bidder is participating. The Bid Security as defined under shall be paid online at <https://www.mahatenders.gov.in/> portal.

Alternatively, for convenience of Bidders and avoid any exigency for Bidders, required Bid Security may be submitted to MAHAPREIT in the form of cross Demand Draft drawn in favour of “Mahatma Phule Renewable Energy & Infrastructure Technology Limited.” payable at Mumbai from a nationalized/ scheduled bank, or FDR in favour of Mahatma Phule Renewable Energy & Infrastructure Technology Limited, Mumbai through A/C of bidder or bank guarantee as per prescribed FORMAT 4: FORMAT FOR BID SECURITY

Details of bank account of MAHAPREIT is as below:

Name of Party	Mahatma Phule Renewable Energy and Infrastructure Technology Ltd.
Name of Bank:	ICICI Bank
Account No:	054405500470
IFSC:	ICIC0000544
Address:	MIDC, Andheri (East), Mumbai.

The Bidder shall furnish interest free Bid Security of amount INR 2,00,000 (Two lakhs).

The initial validity of Bid Security shall be for a period of One hundred and eighty (180) Days from the Bid Deadline, which shall be extended by the Bidder on the advice of MAHAPREIT, if required, at any time either before bid process is concluded or during Rate Validity Period of Agreement

Bid Security shall be returned to all other Bidders except Successful Bidder, within fifteen (15) Days. For successful bidders the bid security shall be returned after the submission of PBG.

The Bid Security shall be denominated in Indian Rupees and:

- Bid Security should be confirmed for payment to MAHAPREIT by respective banks.
- Bid Security, if in the form of bank guarantee, shall be submitted in its original form to MAHAPREIT. Copies of Bid Security shall be uploaded online.
- Successful Bidder of such Project categories not submitting the MAHAPREIT administration cost as per provisions of RfP, Bid security shall be forfeited of such Successful Bidders

Further, provisions of this Clause 4.13 will be triggered on occurrence of any of the following events:

- a. If a Bidder withdraws or cancels or unilaterally varies his Bid in any manner during the Bid Validity Period.
- b. If Successful Bidder fails to accept the LOA or doesn't submit the PBG of needful value within prescribed time.
- c. If Successful Bidder fails to sign or refuses to execute agreement within the indicated time unless the default / delay is due to Procurer.
- d. If the Administrative Charges are not submitted.

**4.13.1** Bid Security shall be furnished by every Bidder including MSMEs or any Govt./ semi Govt./ PSU organizations/ agencies. The initial validity of Bid Security shall be for a period of six months from the Bid Deadline, which shall be extended by the Bidder within seven (7) Days from the instruction issued by the MAHAPREIT during the Bid Validity Period.

**4.13.2** Bid Security shall be returned to all other Bidders except Successful Bidder, within fifteen (15) Days. For successful bidders the bid security shall be returned after the submission of PBG.

#### **4.14. OPENING OF BID:**

Technical Bid (Envelope I and Envelope II) of the Bidder shall be opened at the time mentioned in Key Dates at the venue indicated in this RFP.

#### **4.15. RIGHT TO WITHDRAW THE RFP AND TO REJECT ANY BID:**

This RFP may be withdrawn or cancelled by the MAHAPREIT at any time without assigning any reasons thereof. In such cases, submitted Bid Security will be returned to all respective bidders. The MAHAPREIT further reserves the right, at its complete discretion, to reject any or all of the Bids without assigning any reasons whatsoever and without incurring any liability on any account.

The MAHAPREIT reserves the right to interpret the Bid submitted by the Bidder in accordance with the provisions of the RFP and make its own judgment regarding the interpretation of the same. In this regard the MAHAPREIT shall have no liability towards any Bidder and no Bidder shall have any recourse to the MAHAPREIT with respect to the selection process.

Bid(s) that are incomplete in any respect or those that are not consistent with the requirements as specified in this RFP or those that do not adhere to formats prescribed herein, wherever specified, may be considered non-responsive. However, MAHAPREIT reserves the right to seek additional information/clarifications from the Bidders, if found necessary, during the course of evaluation / processing of the Bid(s). Non-submission or delayed submission of such additional information or clarifications sought by MAHAPREIT may be a ground for rejecting the Bid(s). Strict adherence to the documents required to be submitted as per SECTION VI: CHECKLIST shall be ensured, failure on this account may lead to rejection of Bid.



MAHAPREIT reserves its right to vary, modify, revise, amend or change any of the terms and conditions of the RFP before Bid Deadline. The decision regarding acceptance of Bid by MAHAPREIT will be full and final.

#### **4.16. ZERO DEVIATION:**

This is a zero-deviation bidding process. Bidder is to ensure compliance of all provisions of the RFP and submit their Bid accordingly. Conditional Bid or Bid with any deviation to the RFP conditions shall be out rightly rejected without any explanation.

#### **4.17. SCRUTINY OF BID DOCUMENT:**

Before submission of Bid, Bidder is required to carefully scrutiny the technical specification, terms and conditions of RFP/ Agreement, and other details relating to envisaged work as per the RFP.

The Bidder shall be deemed to have scrutinized the RFP and Agreement, to have obtained information on all matters whatsoever that might affect the execution of the Project activity and to have satisfied himself as to the adequacy of his Bid. The Bidder shall be deemed to have known the full scope, nature and magnitude of the work and related supplies and the requirements of material and labour involved etc. and as to all supplies, he has to complete in accordance with the RFP.

Bidder is advised to submit the Bid on the basis of conditions stipulated in the RFP. Bidder's standard terms and conditions, if any for what-so-ever reasons, will not be considered. The cancellation / alteration / amendment / modification in RFP shall not be accepted by MAHAPREIT and shall invite rejection of such Bid(s).

Bid not submitted as per the instructions to Bidder is liable to be rejected. Bid shall confirm in all respects with requirements and conditions referred in this RFP or its amendments, if any.

The Comprehensive O&M of solar PV system shall include wear, tear, overhauling, machine breakdown, appropriate insurance (Storm, Tempest, Flood, and Inundation (STFI) and Workmanship Insurance) (if and as required), and replacement of defective modules, invertors / Power Conditioning Unit (PCU), spares, consumables & other parts for a period of five (5) Operational Years.

#### **4.18. CHANGE IN LAW**

- i) "Change in Law" means the occurrence of any of the following events after the Bid

Deadline resulting into any additional recurring/ non-recurring expenditure by the EPC or any income to the EPC:

- a. the enactment, coming into effect, adoption, promulgation, amendment, modification or repeal (without re-enactment or consolidation) in India, of any Law, including rules and regulations framed pursuant to such Law;

- b. change in the interpretation or application of any Law by any Indian Governmental Instrumentality having the legal power to interpret or apply such Law, or any Competent Court of Law;
- c. the imposition of a requirement for obtaining any Consents, Clearances and Permits which was not required earlier;
- d. change in any Consents, approvals or licenses available or obtained for the Project, otherwise than for default of the EPC, which results in any change in any cost of or revenue from the business of selling electricity by the EPC to Procurer under the terms of the agreement;
- e. a change in the terms and conditions prescribed for obtaining any Consents or the inclusion of any new terms or conditions for obtaining such Consents; except due to any default of the EPC;
- f. change in the Rules, Regulations, Orders or any document issued or released by the CERC/ CEA/ JERC/GEDA/Goa DISCOMs or any other concerned Government Authority;
- g. any change in taxes, duties and cess or introduction of any taxes, duties and cess made applicable for generation and sale/ supply of power by EPC as per the terms of the agreement but shall not include: (i) any change in any withholding tax on income or dividends distributed to the shareholders of the EPC, or (ii) change in income taxes applicable for the EPC.

#### **4.19. TAXES AND DUTIES:**

The Financial Bid should include all taxes and duties etc., if any. EPC shall be entirely responsible for all taxes, duties, license fees, etc. All taxes shall be payable by the EPC. However, if any new change in tax/duty and cess is effected in the period after the Bid Deadline till the Execution Date, the same will be passed on by the EPC to the Procurer and vice-versa as determined by the Competent Authority.

#### **4.20. IMPACT OF CHANGE IN LAW:**

Any impact due to a 'Change in Law' event for the duration from Bid Deadline till the Execution Date shall be evaluated by MAHAPREIT in consultation with Procurer and passed on as a change in Quoted Tariff, after the project completion, for such period of the Term of PPA as may be reasonable.

#### **4.21. PROGRESS REPORT:**

The EPC shall submit Quarterly progress report to MAHAPREIT, GEDA and concerned beneficiary department from the date of commissioning of the said project

Effective Date of first day of agreement till the COD of last date of the Category allotted to him in the prescribed format as mentioned in ANNEXURE – I: PROGRESS REPORT FORMAT. MAHAPREIT shall have the right to depute his/their representatives to ascertain the progress at the premises of work of the EPC.

#### **4.22. FORCE MAJEURE:**

For purpose of this RFP, force majeure shall mean an event beyond the control of the EPC and not involving his fault or negligence and not foreseeable, in its contractual capacity. Such events may include but are not restricted to Acts of God, wars or revolutions, fires, floods, epidemics, quarantine restriction, fright embargoes, site clearance, etc. Whether a force majeure situation exists or not, shall be decided by MAHAPREIT and its decision shall be final and binding on the EPC and all other concerned.

In the event that the EPC is not able to perform his obligations under this Agreement on account of force majeure, he will be relieved of his obligations during the force majeure period.

If a force majeure situation arises, the EPC shall promptly notify MAHAPREIT and Procurer both in writing, not later than three (3) Days from the date such situation arises (in case, communication is not possible to MAHAPREIT, EPC shall notify MAHAPREIT not later than one (1) Day from the day when communication system will be restored). The EPC shall notify MAHAPREIT and Procurer not later than three (3) Days of cessation of force majeure conditions. After examining the cases and associated facts, MAHAPREIT shall decide and grant suitable additional time for the completion of the work, if required.

Failure of such EPC in timely intimating MAHAPREIT will suspend its right for any relief otherwise eligible under such force majeure conditions.

#### **4.23. APPLICABLE LAW:**

The Agreement shall be interpreted in accordance with the laws of India.

#### **4.24. SETTLEMENT OF DISPUTE:**

If any dispute of any kind whatsoever arises between MAHAPREIT and the EPC/ Successful Bidder in connection with or arising out of this RFP including without prejudice to the generality of the foregoing, any question regarding the existence, validity or termination, the parties shall seek to resolve any such dispute or difference by mutual consent.

Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the Agreement unless they otherwise agree.

Cost of arbitration shall be borne as per the award of the arbitration.

#### **4.25. LANGUAGE:**

All documents, drawings, instructions, design data, calculations, operation, maintenance and safety manuals, reports, labels and any other data shall be in Hindi/ English Language. The Agreement and all correspondence between the MAHAPREIT and the Bidder shall be in Hindi/ English language.

#### **4.26. AMENDMENT:**

MAHAPREIT reserves the right to modify, amend or supplement RFP documents including all formats and annexures at any time. Bidder are advised to follow and keep track of MAHAPREIT website for updated information till the selection of Successful Bidder. No separate notifications will be issued for such notices/ amendments/ clarification etc. in the print media or individually. MAHAPREIT shall not be responsible and accountable for any consequences to any party.

#### **4.27. SEVERABILITY:**

It is stated that each paragraph, clause, sub-clause, schedule or annexure of this contract shall be deemed severable, and, in the event of the unenforceability of any paragraph, clause sub-clause, schedule or the remaining part of the paragraph, clause, sub-clause, schedule annexure & rest of the contract shall continue to be in full force and effect.

#### **4.28. PRICE PREFERENCE:**

There is no relaxation in terms of any conditions of the RFP or Processing Fee or Bid Security or PBG for any private company or State or Central company/agency.

#### **4.29. TAX EXEMPTIONS:**

MAHAPREIT will extend possible cooperation to Successful Bidder(s)/ EPC(s) in availing any tax exemptions available under any Policy/Scheme of Central or State Government. However, the responsibility of availing any such exemptions, if any, would rest with the Successful Bidder(s)/ EPC(s).

#### **4.30. FRAUD AND CORRUPTION**

The Bidder(s)/ Successful Bidder(s)/ EPC(s), suppliers and contractors and their sub-contractors under the contracts are required to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this, the MAHAPREIT:

- I. Defines, for the purpose of this provision, the terms set forth below as follows:
  - i. “corrupt practice” is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
  - ii. “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
  - iii. “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
  - iv. “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence

- improperly the actions of a party;
- v. “obstructive practice” is
- aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a MAHAPREIT’s investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation;
- or
- ab) acts intended to materially impede the exercise of the MAHAPREIT’s inspection and audit rights.
- II. will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;
- III. will sanction a firm or individual, including declaring ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for, or in executing, a contract; and
- IV. will have the right to require that the provision be included in Bidding Documents and in contracts, requiring Bidders, suppliers, and contractors and their sub-contractors to permit the MAHAPREIT to inspect their accounts and records and other documents relating to bid submission and contract performance and to have them audited by auditors appointed by the MAHAPREIT.

#### **4.31. DEBARRED FROM PARTICIPATING IN MAHAPREIT’S TENDER**

MAHAPREIT reserves the right to carry out the performance review of each Bidder from the time of submission of Bid onwards. In case it is observed that a Bidder has not fulfilled its obligations in meeting the various timelines envisaged, in addition to the other provisions of the RFP, such Bidder may be debarred from participating in MAHAPREIT’s any future tender/ RFP for a period as decided by the Competent Authority.

## **SECTION IV: BID EVALUATION**

### **5. BID EVALUATION:**

#### **5.1.THE EVALUATION PROCESS COMPRISES THE FOLLOWING THREE STEPS:**

- a. Step I- Responsiveness check of Technical Bid and evaluation of Bidders' fulfilment of Eligibility Criteria described in SECTION-III: INSTRUCTIONS TO THE BIDDER.
- b. Step II-Evaluation of Financial Bid
- c. Step III - Selection of Successful Bidders

#### **5.2.RESPONSIVENESS CHECK OF TECHNICAL BID:**

- i) The Technical Bid submitted by Bidder shall be scrutinized to establish responsiveness to the requirements laid down in the RFP. Any of the following may cause the Bid to be considered "Non-responsive" and liable to be rejected, at the sole discretion of MAHAPREIT, subject to sufficient justification:
  - a. Bid not submitted in prescribed formats.
  - b. Bid that are incomplete, i.e. not accompanied by any of the applicable and required formats;
  - c. Bid not accompanied by contents as mentioned in SECTION VI: CHECKLIST.
  - d. Bid not signed by authorized signatory and /or stamped in the manner indicated in this RFP;
  - e. Material inconsistencies in the information /documents submitted by the Bidder affecting the Eligibility Criteria;
  - f. Information not submitted in the formats specified in this RFP;
  - g. Bid being conditional in nature;
  - h. Bid not received by the Bid Deadline;
  - i. Bid having conflict of interest;
  - j. Bidder makes any misrepresentation;
  - k. Any other act of Bidder which may be unlawful for the purpose of this RFP.
  - l. Bid submitted is not in requisite format(s).

Each Bid shall be checked for compliance with the submission requirements set forth in this RFP before the evaluation of Bidder's fulfilment of Financial Eligibility Criteria is taken up.

#### **5.3.ELIGIBLE BIDDER(S) SELECTION METHODOLOGY:**

- i) Responsive Bidder(s) shall be evaluated at this stage.
- ii) Bidder(s) who meets Turnover criteria of a Project category would be termed as Eligible Bidder(s) for that Project category.
- iii) Financial Bid of Eligible Bidder(s) would be considered and evaluated. All

Bidder(s) qualifying Financial Eligibility Criteria shall be placed as equal.

#### **5.4. DISCLOSURE OF LOWEST PRICE**

- i) The Financial Bid of Eligible Bidder(s) with lowest Quoted price per MW for each Project category shall be opened on <https://www.mahatenders.gov.in/> without disclosing the name of Bidder. Also, other Bidders' identity and bid price would not be revealed.
- ii) The bidders will be arranged in ascending order of their quoted bid value
- iii) MAHAPREIT its discretion that the Bidder may be asked to match the L1 bid price.
- iv) Depending on the response and number of eligible bidders, MAHAPREIT may consider next bidders in sequence provided they are willing to match the L1 bid price.

#### **5.5. AWARD OF LOI/LOA TO SUCCESSFUL BIDDERS**

- i) MAHAPREIT shall issue a LOI/LOA to the Successful Bidder(s). The date of issuance of LOA shall be intimated by the MAHAPREIT to the Successful Bidder(s).
- ii) The Successful Bidder(s) has to sign the LOA and submits the same to MAHAPREIT. The MAHAPREIT reserves the right to annul/cancel the LOA of the Successful Bidder(s). In such cases, the Bid Security of the Successful Bidder(s) shall be returned within thirty (30) days of the cancellation date.
- iii) The Successful Bidder shall furnish PBG of INR 1,00,000/ MW (one lakh only) or part thereof from a nationalized/ scheduled bank, pursuant to respective work orders, with a validity till fifteen (15) Months with a claim period of one (1) months or required to be extended as deemed necessary, from the Effective Date of agreement in the form of Bank Guarantee as per prescribed FORMAT 5

Note:

- a. It is to clarify that if the Successful Bidder is selected to execute the Project under more than one Project category, the PBG shall be submitted separately for each Project category.
- b. Nevertheless, Successful Bidder shall have option to submit PBG:
  - i. against each agreement after issue of respective work order as prescribed in agreement;
  - or
  - ii. collectively for combined capacity of Project category for which it is declared as Successful Bidder. This may be submitted after submission of LOA by Successful Bidder or, after issuance of first work order or anytime before prescribed timelines for first agreement.



In case MAHAPREIT annuls/ cancels the LOA issued to the Successful Bidder(s) due to its non-compliance, MAHAPREIT shall offer the part / complete capacity of the incomplete Projects in the Project category(s) to other Successful Bidder(s) in the decreasing order of their turnover, based on which bidder has declared his financial eligibility criteria. The MAHAPREIT shall then provide LOA to the Successful Bidder who is interested to perform the task under this RFP.

- iv) In case none of the Successful Bidder(s) of a Project category is interested in taking the Project category, then MAHAPREIT may cancel the Project category completely / partially or take appropriate decision in such matters at its sole discretion. The decision of Competent Authority shall be final in such matters.

## **5.6. SIGNING OF AGREEMENT**

- i) The MAHAPREIT, Successful Bidder and the Procurer shall ensure that the PPA is signed within Sixty (60) Days of mutual consent between both Consumers and EPCs on the basis of Project Capacity as ascertained by Successful Bidder through actual on-ground survey of concerned site.
- ii) The commencement of the contract agreement signing timeline, will commence upon the mutual consent between both Consumers and Engineering Procurement and Construction (EPCs).
- iii) Any delay beyond sixty (60) Days in signing of contract agreement from the date of respective mutual consent between Consumers and EPCs, following procedure shall be adopted:
  - a. In case of the delay in implementing the project from EPC will be declared as a default EPC and the said capacity will be allotted to other interested qualified EPC and appropriate action shall be taken against default EPC.
- iv) An extension may be provided to the selected EPCs as per the requirement of the project and the request received from the EPC as determined by the Competent Authority of the MAHAPREIT.

## **5.7. REFUSAL TO EXECUTE THE CONTRACT AGREEMENT AND PENALTY**

In a situation wherein, Successful Bidder(s) refuses to execute the contract agreement of the Project within a Project category for which it has accepted and signed the LOA, PBG shall be forfeited and the LOA shall be annulled / cancelled for the refused Project(s). However, Successful Bidder(s) shall not be penalized for the rejection of sites offered as per Clause 4.6. In both the cases the similar Project(s) shall be grouped by the MAHAPREIT and offered in the manner described in Clause 4.6.



## **SECTION V: SCOPE OF WORK**

### **6. Details of Works**

- 6.1.** Designing, engineering, finance, supply, installation, testing and Commissioning of various capacities of Project as per standards and specifications and connecting up to existing Mains/ACDB and interfacing internal electrical loads of Project with licensee's network/electrical loads with Comprehensive O&M for period of five (5) Operational Years. EPC would have to take approval for the interfacing the Project with Grid/Electrical Loads of every location from distribution licensee/ CEIG, as applicable.  
GEDA/MAHAPREIT will support and expedite the process of taking approvals
- 6.2.** Comprehensive O&M for five (5) Operational Years shall be required for each of the Project.
- 6.3.** Successful Bidder(s) shall be responsible for all the works related to Commissioning and operation for five (5) Operational Years of each Project. Procurer or MAHAPREIT shall not be responsible to pay or increase in tariff for any work related to Project except the cases where contract agreement requires additional payment.
- 6.4.** Bidders are informed that their scope is limited to the LT (Low Tension) panel and supply and installation of generation and net meter. Any components beyond the LT panel are not within the bidder's scope and responsibility. Any cost which is beyond the LT panel, such as installing generating meter and net meter will be borne by the customer.
- 6.5.** EPC will be responsible for increasing the connected load of buildings where the electricity requirement is high but the connected load is less in co-ordination with said beneficiary.
- 6.6.** Government Buildings where the system to be installed the electricity requirement is more than 500 kW but as per JERC rules net meter cannot be installed more than 500 kW. It will be the responsibility of concerned EPC to segregate the load of such buildings and install more than one net meter as per requirement with the permission and co-ordination of concerned beneficiary department.

## SECTION VI: CHECKLIST

### 1. Checklist for online submission

S.No	Particular	Format No.	CopyAttached (Yes / No)
1.	Covering Letter	1	Yes / No
2.	Tender Fee Transaction Statement (Non-Refundable)	-	Yes / No
3.	General Particulars	2	Yes / No
4.	Bidder's composition and ownership structure (applicable for companies)	3	Yes / No
5.	Bid Security/EMD, as applicable	4	Yes / No
6.	Annexure-III: List of Project categories	-	Yes / No
7.	Power of Attorney in favour of authorised signatory ( <i>To be stamped on non – judicial stamp paper of Rs.500 of the state where the document is made</i> )	7	Yes / No
8.	Board Resolution in support of power of attorney in favour of authorized signatory (applicable for companies)	-	Yes / No
9.	Declaration for Eligibility Criteria Requirement (Financial)	8	Yes / No
10.	Format for Certificate of Relationship in case of Affiliate (if applicable)	9	Yes / No
11.	Certificate of Incorporation	-	Yes / No
12.	Undertaking Form	10	Yes / No
13.	Consortium Agreement (If applicable)	12	Yes / No
14.	Declaration	14	Yes / No
15.	Board Resolution/power of attorney in favour of Lead Bidder (if applicable)	13	Yes / No
16.	Declaration	14	Yes / No
17.	Undertaking	15	Yes / No
18.	ALMM guidelines compliance declaration	16	Yes / No

## 2. Checklist for original hard copy submission

Sr. No.	Particular	Format No.	Copy Attached
1.	Covering letter	2	Yes/ No
2.	Bid Security, as applicable in BG Form	4	Yes / No
3.	Power of Attorney in favour of authorised signatory ( <i>To be stamped on non – judicial stamp paper of Rs.500 of the state where the document is made</i> )	7	Yes / No
4.	Board Resolution/power of attorney in favour of Lead Bidder (if applicable)	13	Yes / No

## **SECTION VII: FORMATS FOR SUBMITTING RFP**

### **FORMAT 1: COVERING LETTER**

(The covering letter should be on the Letter Head with CIN No of the Bidder/ Lead Member of Consortium)

Ref.No.\_\_\_\_\_Date:\_\_\_\_\_

From: Insert name and address of Bidder)

Tel.:\_\_\_\_\_

E-mail:\_\_\_\_\_

To:\_\_\_\_\_

Mahatma Phule Renewable Energy & Infrastructure Technology Limited.

5th floor, next to Trade centre,

Bandra Kurla Complex, Bandra East,

Mumbai, Maharashtra 400051

Sub: Request for Proposal (RFP) for Selection of Solar Power Developers for Setting up of 30 MW of Distributed Grid-Connected Rooftop Solar PV Projects under Engineering Procurement and Construction (EPC) mode at various Identified Government Buildings of Goa\_\_\_\_\_(in words) MW under EPC Model at various Government buildings in the state of Goa with RFP Specification No.....

Dear Sir,

We, the undersigned\_\_\_\_\_ [insert name of the Bidder] having read, examined and understood in detail the Request for Proposal (RFP) for the discovery of lowest tariff for work of Design, Engineering, Finance, Supply, Installation, Testing and Commissioning Including Comprehensive O&M for five (5) Operational Years for Sale of Solar Power aggregating to about \_\_\_\_\_ (in words) MW under EPC Model at various MSMEs in the state of MH, India., hereby submit our Bid comprising of Financial Bid and Technical Bid. We confirm that neither we nor any of our Affiliate has submitted Bid other than this Bid directly or indirectly in response to the aforesaid RFP.

We give our unconditional acceptance to the RFP, dated and RFP attached thereto, issued by MAHAPREIT, as amended. As a token of our acceptance to the RFP, the same have been installed by us and enclosed to the Bid. We shall ensure that we execute such RFP as per the provisions of the RFP and provisions of such RFP shall

be binding on us.

### Project Categories

We are pleased to submit our bid for the following Project Categories as mentioned in table below:

Project Category Number	Project Category Name	Participation* (Yes / No)

*\*Note: Bidder shall mention 'Yes' corresponding to Project Categories it wants to bid and clearly mention 'No' for Project Categories where it does not intend to bid. In case of any empty cell, MAHAPREIT shall consider it as "No" intention of participation in that Project Category.*

### Bid Security

We have enclosed Bid Security in form of RTGS / NEFT/ Bank Guarantee for concerned Project Category of amounts as per RFP, details of which are hereunder:

Project Category	Participation* (Yes / No)	Details of Bid Security

*\*Note: Bidder shall mention 'Yes' corresponding to Project Categories it wants to bid and clearly mention 'No' for Project Categories where it does not intend to bid. In case of any empty cell, MAHAPREIT shall consider it as "No" intention of participation in that Project Category.*

OR

We have enclosed a Bid Security as per prescribed format, subject to clause 3.19 as mentioned in this RFP.

We have submitted our Financial Bid strictly as per this RFP, without any deviations, conditions and without mentioning any assumptions or notes for the Financial Bid in the said format(s).

### Acceptance

We hereby unconditionally and irrevocably agree and accept that the decision made by MAHAPREIT in respect of any matter regarding or arising out of the RFP shall be binding on us. We hereby expressly waive any and all claims in respect of Bid process.

We confirm that there are no litigations or disputes against us, which materially affect our ability to fulfil our obligations with regard to execution of projects of capacity offered.

## **Familiarity with Relevant Indian Laws & Regulations**

We confirm that we have studied the provisions of the relevant Indian laws and regulations as required to enable us to submit this Bid and execute the RFP, in the event of our selection as Bidder. We further undertake and agree that all such factors as mentioned in RFP have been fully examined and considered while submitting the Bid.

We undertake that we have satisfied ourselves with the site conditions of the projects and our proposed financial bid takes into consideration the existing site conditions.

## **Contact Person**

Details of the contact person are furnished as under:

<b>Particulars</b>	<b>Description</b>
Name	
Designation	
Company	
Address	
Phone Nos.	
Fax Nos.	
E-mail address	

We are enclosing herewith the hard copies of only necessary documents containing duly signed formats etc., as desired by you in the RFP for your consideration.

It is confirmed that our Bid is consistent with all the requirements of submission as stated in the RFP and subsequent communications from MAHAPREIT. The information submitted in our Bid is complete, strictly as per the requirements stipulated in the RFP and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our Bid. We confirm that all the terms and conditions of our Bid are valid for acceptance for a period of one hundred and eighty (180) Days from Bid Deadline. We confirm that we have not taken any deviation so as to be deemed non-responsive.

Dated the \_\_\_\_\_ day of \_\_\_\_\_ 2024

Thanking you,

We remain,

Yours faithfully,

**Name, Designation and Signature of Authorized Person in whose name Power of Attorney/Board Resolution.**

## FORMAT 2: GENERAL PARTICULARS OF THE BIDDER

1	Name of the Company	
2	Registered Office Address	
3	E-mail	
4	Web site	
5	Authorized Contact Person(s) with name, designation, Address and Mobile Phone No., E-mail address/ Fax No. to whom all references shall be made	
6	Year of Incorporation	
7	Have the Bidder/Company ever been debarred By any Govt. Dept. / undertaking for undertaking any work	
8	Reference of any documentation formation attached by the Bidder other than specified in the RFP.	
9	Whether the Bidder wishes to form a Project Company for execution of work	Yes/No
10	Bidder is listed in India	Yes/No
11	GSTIN No. <i>(Copy Enclosed)</i>	
14	PAN No. <i>(Copy Enclosed)</i>	
16	Certificate of Incorporation of Bidder/ Affiliate (as applicable) enclosed	Yes/No
17	Partnership deed for LLP/ Sole Proprietor registration (as applicable) enclosed	Yes/No

---

(Signature of Authorized Signatory)

**With Stamp**

### FORMAT 3: SHAREHOLDING CERTIFICATE FOR COMPANY / PARTNER CONTRIBUTION IN A PARTNERSHIP FIRM

#### SHAREHOLDING CERTIFICATE FOR COMPANY

Name of the Equity holder	Type and Number of shares owned	% of equity holding	Extent of Voting rights

OR

#### PARTNER CONTRIBUTION IN A PARTNERSHIP FIRM

Name of Partner	Capital Contribution (Rs)	% of Ownership in the Firm

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(Signature of Authorized Signatory) With Stamp

---

(Signature of Company Secretary/Director/Chartered Accountant)



## FORMAT 4: FORMAT FOR BID SECURITY

(To be submitted separately for each Project Category)

*(To be stamped on non – judicial stamp paper of minimum INR 500)*

Ref. \_\_\_\_\_ Bank Guarantee No. \_\_\_\_\_ Date: \_\_\_\_\_

In consideration of the [Insert name of the Bidder] (hereinafter referred to as Bidder) submitting the response to RFP for Selection of Solar Power Developers for Setting up of 30 MW of Distributed Grid-Connected Rooftop Solar PV Projects under Engineering Procurement and Construction (EPC) mode at various Identified Government Buildings of Goa in response to the RFP No. \_\_\_\_\_ Dated \_\_\_\_\_ issued by Mahatma Phule Renewable Energy & Infrastructure Technology Limited considering such response to the RFP of [insert the name of the Bidder] as per the terms of the RFP, the [insert name & address of bank] hereby agrees unequivocally, irrevocably and unconditionally to pay to MAHAPREIT forthwith on demand in writing from MAHAPREIT or any Officer authorized by it in this behalf, any amount up-to and not exceeding Rupees [Insert amount] only, on behalf of M/s. [Insert name of the Bidder].

This guarantee shall be valid and binding on this Bank up to and including [insert date of validity in accordance with this RFP] and shall not be terminable by notice or any change in the constitution of the Bank or the term of Agreement or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective Agreement.

Our liability under this Guarantee is restricted to Rupees (Rupees only). Our Guarantee shall remain in force until [insert date of Bid Validity in accordance with this RFP]. Only MAHAPREIT shall be entitled to revoke this Guarantee till \_\_\_[Insert date which is 30 days after the date in the preceding sentence].

The Guarantor Bank hereby agrees and acknowledges that only the MAHAPREIT shall have a right to revoke this BANK GUARANTEE in part or in full, as it may deem fit.

The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand by MAHAPREIT, made in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to MAHAPREIT.

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by [Insert name of the Bidder] and/or any other person. The Guarantor Bank shall not require MAHAPREIT to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank

have any recourse against MAHAPREIT in respect of any payment made hereunder.

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at Bhopal shall have exclusive jurisdiction. The Guarantor Bank represents that this BANK GUARANTEE has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

This BANK GUARANTEE shall not be affected in any manner by reason of merger, Amalgamation, restructuring or any other change in the constitution of the Guarantor Bank. This BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly MAHAPREIT shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against the Bidder, to make any claim against or any demand on the Bidder or to give any notice to the Bidder or to enforce any security held by MAHAPREIT or to exercise, levy or enforce any distress, diligence or other process against the Bidder.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rupees\_\_\_\_\_ (Rupees\_\_\_\_\_only) and it shall remain in force until [Date to be inserted on the basis of this RFP] with an additional claim period of thirty (30) days thereafter.

We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if MAHAPREIT serves upon us a written claim or demand.

\_\_\_\_\_  
Power of Attorney No.

For [Insert Name of the Bank] Banker's Stamp and Full Address

Date, this \_\_\_\_ day of \_\_\_\_ 20 \_\_\_\_

(Name and Signature of the Authorized Signatory)

## **FORMAT 5: FORMAT FOR PERFORMANCE BANK GUARANTEE**

(To be stamped on non – judicial stamp paper of Value equivalent to 0.25% of Bank Guarantee amount or Rs 25,000 whichever is lower)

In consideration of the [Insert name of the Bidder] (hereinafter referred to as (Bidder) submitting the response to Request for Proposal (RFP) for Selection of Solar Power Developers for Setting of Distributed Grid-Connected Rooftop Solar PV Projects under Engineering Procurement and Construction (EPC) mode at various Identified Government Buildings of Goa \_\_\_\_ MW under EPC Model at various Government buildings in the state of Goa in response to the RFP dated \_\_\_\_\_ issued by Mahatma Phule Renewable Energy & Infrastructure Technology Limited considering such response to the RFP of [insert the name of the EPC] (which expression shall unless repugnant to the context or meaning thereof include its executors, administrators, successors and assignees) and selecting the Project of the EPC and issuing Letter of Award (LOA) No. \_\_\_\_ to (Insert Name of EPC) as per terms of RFP and the same having been accepted by the selected Project Company, M/s {a Special Purpose Vehicle (SPV) formed for this purpose}, if applicable]. As per the terms of the RFP, the [insert name & address of bank] hereby agrees unequivocally, irrevocably and unconditionally to pay to MAHAPREIT at [Insert Name of the Place from the address of the MAHAPREIT] forthwith on demand in writing from MAHAPREIT, or any officer authorized by it in this behalf, any amount upto and not exceeding Rupees \_\_\_\_\_ [Rupees(Total Value in words)] only, on behalf of M/s [Insert name of the EPC/ Project Company]. This guarantee shall be valid and binding on this Bank up to and including \_\_\_\_\_ and shall not be terminable by notice or any change in the constitution of the Bank or the term of Agreement or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective Agreement.

Our liability under this Guarantee is restricted to Rupees \_\_\_\_\_ (both in numbers and words)

Our Guarantee shall remain in force until MAHAPREIT shall be entitled to invoke this Guarantee till \_\_\_\_\_. The Guarantor Bank hereby agrees and acknowledges that MAHAPREIT shall have a right to invoke this BANK GUARANTEE in part or in full, as it may deem fit.

The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand by MAHAPREIT, made in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to MAHAPREIT.

The Guarantor Bank shall make payment hereunder on first demand without

restriction or conditions and notwithstanding any objection by [Insert name of the EPC. The Guarantor Bank shall not require MAHAPREIT to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against MAHAPREIT in respect of any payment made hereunder.

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at Bhopal shall have exclusive jurisdiction.

The Guarantor Bank represents that this BANK GUARANTEE has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

This BANK GUARANTEE shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Guarantor Bank.

This BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly MAHAPREIT shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against the selected EPC/ Project Company, to make any claim against or any demand on the EPC or to give any notice to the EPC/ Project Company or to enforce any security held by MAHAPREIT or to exercise, levy or enforce any distress, diligence or other process against the EPC/ Project Company.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rupees\_\_\_\_\_ (Rupees \_\_\_\_\_ only) and it shall remain in force until we are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if MAHAPREIT serves upon us a written claim or demand.

\_\_\_\_\_  
Signature

Name

Power of Attorney No.

For

[Insert Name of the Bank] Banker's Stamp and Full Address.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Witness:

\_\_\_\_\_  
Signature

Name and Address

\_\_\_\_\_  
Signature

Name and Address

### FORMAT 6: CHECK LIST FOR PBG

S. No.	Details of checks	YES/NO
1	Is the Bank Guarantee on non-judicial Stamp paper of appropriate value, as per applicable Stamp Act of the place of execution	
2	Whether date, purpose of purchase of stamp paper and name of the purchaser are indicated on the back of Stamp paper under the Signature of Stamp vendor (The date of purchase of stamp papers should be not later than the date of execution of Bank Guarantee and the stamp paper should be purchased either in the name of the executing Bank or the party on whose behalf the Bank Guarantee has been issued. Also the Stamp Paper should not be older than six (6) Months from the date of execution of Bank Guarantee).	
3	Has the executing Officer of Bank Guarantee indicated his name, designation and Power of Attorney No./Signing Power no. on the Bank Guarantee?	
4	Is each page of Bank Guarantee duly signed / initialled by executant and whether stamp of Bank is affixed thereon? Whether the last page is signed with full particulars including two witnesses under seal of Bank as required in the prescribed Performa?	
5	Does the Bank Guarantees compare verbatim with the Performa prescribed in the Bid Documents?	
6	Are the factual details such as Bid Document No./Specification No., / LOI No. (if applicable) / Amount of Bank Guarantee and Validity of Bank Guarantee correctly mentioned in the Bank Guarantee	
7	Whether overwriting/cutting if any on the Bank Guarantee have been properly authenticated under signature & seal of executant?	

## FORMAT 7: POWER OF ATTORNEY

*(To be stamped on non – judicial stamp paper of Rs 500 of the state where the document is made)*

Power of Attorney to be provided by the Bidder in favour of its representative as evidence of authorized signatory's authority.

Know all men by these presents, we (name and address of the registered office of the Bidder as applicable) do hereby constitute, appoint and authorize Mr./Ms. (name & residential address) who is presently employed with us and holding the position of \_\_\_\_\_ as our true and lawful attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to submission of our Bid for Selection of Solar Power Developers for Setting of Distributed Grid-Connected Rooftop Solar PV Projects under Engineering Procurement and Construction (EPC) mode at various Identified Government Buildings of Goa \_\_\_\_\_ (in words) MW under EPC Model at Government buildings in the state of Goa in response to the RFP No \_\_\_\_\_ Dated: \_\_\_\_\_ issued by MAHAPREIT including signing and submission of the Bid and all other documents related to the Bid, including but not limited to undertakings, letters, certificates, acceptances, clarifications, guarantees or any other document which the MAHAPREIT may require us to submit. The aforesaid Attorney is further authorized for making representations to the Mahatma Phule Renewable Energy & Infrastructure Technology Limited and providing information / responses to MAHAPREIT representing us in all matters before MAHAPREIT and generally dealing with MAHAPREIT in all matters in connection with Bid till the completion of the bidding process as per the terms of the above mentioned in RFP.

We hereby agree to ratify all acts, deeds and things done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall be binding on us and shall always be deemed to have been done by us.

All the terms used herein but not defined shall have the meaning ascribed to such terms under the RFP.

\_\_\_\_\_  
Signed by the within named

(Insert the name of the executant's company)

through the hand of

Mr \_\_\_\_\_

duly authorized by the Board to issue such Power of Attorney

Dated this \_\_\_\_\_ day of \_\_\_\_\_

Accepted

\_\_\_\_\_  
Signature of Attorney

(Name, designation and address of the Attorney) Attested

\_\_\_\_\_  
(Signature of the executant)

(Name, designation and address of the executant)

\_\_\_\_\_  
Signature and stamp of Notary of the place of execution

Common seal of \_\_\_\_\_ has been affixed in my/our presence pursuant to Board of  
Director's Resolution dated \_\_\_\_\_

WITNESS

\_\_\_\_\_  
(Signature)

Name \_\_\_\_\_

Designation \_\_\_\_\_

\_\_\_\_\_  
(Signature)

Name \_\_\_\_\_

Designation \_\_\_\_\_



## FORMAT 8: FINANCIAL ELIGIBILITY CRITERIA REQUIREMENT

(To be submitted on the letterhead with CIN no of Bidder/ Lead Member/ Member of Consortium)

To,

Mahatma Phule Renewable Energy & Infrastructure Technology Limited

\_\_\_\_\_  
\_\_\_\_\_

Mumbai

Dear Sir,

Sub: Selection of Solar Power Developers for Setting of Distributed Grid-Connected Rooftop Solar PV Projects under Engineering Procurement and Construction (EPC) mode at Government buildings in the state of Goa various Identified Government Buildings of Goa\_\_\_\_ (in words) MW under EPC Model Government buildings in the state of Goa in response to the RFP No:

..... Dated: .....

We submit our Bid for which details of our Financial Eligibility Criteria Requirements are as follows.

Turnover of Indian Rupees\_\_\_\_\_Lakh computed as per instructions provided in this RFP based on unconsolidated audited annual accounts (refer Note-1 below). The relevant financial statement for respective years shall be enclosed, duly signed by authorized signatory.

Name of Entity being evaluated	Name of Affiliate in case its Financial Strength being used	Financial Year	Financial Criteria (fill as applicable) to be met as per criteria & Clause
			Turnover (INRLakh)

Note:

The bidders in case of “using affiliate’s financial strength” shall declare in undertaking (Format-10) the criteria on which they fulfil the financial eligibility as per the provisions of this RFP.

Yours faithfully

\_\_\_\_\_

(Signature and stamp of Authorized Signatory of Bidder)

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Place: \_\_\_\_\_

\_\_\_\_\_

(Signature and stamp (on each page) of Chartered Accountant/Statutory Auditors of Bidder along with UDIN no.

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Place: \_\_\_\_\_

Attached are copies of the audited financial statements (balance sheets, including all related notes, and income statements) for the years required above complying with the following condition:

- a. Must reflect the financial situation of the Bidder or a member of a Consortium, and not sister or parent companies;
- b. Historic financial statements must be audited by a certified public accountant;
- c. Historic financial statements must correspond to accounting periods already completed and audited. No statements for partial periods shall be accepted;
- d. Should be submitted on the letter head of the public accountant.

Notes:

Audited consolidated annual accounts of the Bidder may also be used for the purpose of financial criteria provided the Bidder has at least 26% equity and control in each company whose accounts are merged in the audited consolidated accounts and provided further that the financial capability of such companies (of which accounts are being merged in the consolidated accounts) shall not be considered again for the purpose of evaluation of the Bid.

## FORMAT 9: FORMAT FOR CERTIFICATE OF RELATIONSHIP OF AFFILIATE WITH THE BIDDER

To,

\_\_\_\_\_

Dear Sir,

Sub: Selection of Solar Power Developers for Setting of Distributed Grid-Connected Rooftop Solar PV Projects under Engineering Procurement and Construction (EPC) mode at Government buildings in the state of Goa various Identified Government Buildings of Goa\_\_\_\_ (in words) MW under EPC Model Government buildings in the state of Goa in response to the RFP No:

We hereby certify that M/s\_\_\_\_\_,M/s\_\_\_\_\_,M/s\_\_\_\_\_ are the Affiliate(s) of the Bidder as per the definition of Affiliate as provided in this RFP and based on details of equity holding as on seven (7) Days prior to the Bid Deadline.

The details of equity holding of the Affiliate /Bidder or vice versa as on seven (7) Days prior to the Bid Deadline are given as below:

a) In case of Bidder being Company/ LLP/ Partnership Firm/ Sole – Proprietor:

Name of Company/ LLP/ Partnership Firm/ Sole – Proprietor	Name of the Affiliate	Details of Equity Holding

OR

b) In case of Bidder being member of the Consortium

Name of Member of Consortium	Name of the Affiliate	Details of Equity Holding

Yours Faithfully

\_\_\_\_\_

(Insert Name and Signature of Statutory Auditor or Company Secretary of the Bidder/ Member of Consortium)

## FORMAT 10: UNDERTAKING FORM

Undertaking from Affiliate of Bidder/ Lead Member/ Member of Consortium

Name: \_\_\_\_\_

Full Address: \_\_\_\_\_

Telephone No.: E-mail address: Fax/No.: \_\_\_\_\_

To,

\_\_\_\_\_

Dear Sir,

We refer to the RFP No:\_\_\_\_\_ Dated:\_\_\_\_\_ for Selection of Solar Power Developers for Setting of Distributed Grid-Connected Rooftop Solar PV Projects under Engineering Procurement and Construction (EPC) mode at Government buildings in the state of Goa various Identified Government Buildings of Goa

We have carefully read and examined in detail the RFP regarding submission of an undertaking, as per the prescribed Format of the RFP.

We confirm that M/s \_\_\_\_\_(Insert name of Bidder) is our Affiliate on the following basis:

that M/s (Insert name of Bidder) has been authorized by us to use our financial capability for meeting the Financial Eligibility as specified in the RFP referred to above in terms of Networth/Turnover.

We have also noted the amount of the Performance Guarantees required to be submitted as per the RFP by (Insert the name of the Bidder) in the event of it being selected as the EPC.

In view of the above, we hereby undertake to you and confirm that in the event of failure of (Insert name of the Bidder) to submit the Performance Guarantees and Bid Security in full or in part at any stage, as specified in the RFP, we shall submit the Performance Guarantee and Bid Security not submitted by (Insert name of the Bidder)".

We also undertake that we shall maintain our relationship with M/s \_\_\_\_\_(insert name of bidder) so that it is in accordance with principles of 'Control' and 'Affiliate' laid out in RfP No.\_\_\_\_\_ Dated: \_\_\_\_\_for period of one (1)Year from COD, subject to provisions of Clause 3.4 b). (in case of affiliate)

We have attached hereto certified true copy of the Board Resolution, whereby the Board of Directors of our Company has approved issue of this Undertaking by the Company.

All the terms used herein but not defined, shall have the meaning as ascribed to the said terms under the RFP.

\_\_\_\_\_

Signature of Chief Executive Officer/Managing Director

Common seal of has been affixed in my/our presence pursuan to Board of Director's Resolution dated.

WITNESS

\_\_\_\_\_

(Signature)

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

\_\_\_\_\_

(Signature)

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

## FORMAT 11: FORMAT FOR LETTER OF ACCEPTANCE (LOA)

To,  
[Designation]  
[Name of Company]  
Address:  
Sub:  
Ref:

Date:

Dear Sir,

This is to inform you that you are declared as Successful Bidder against the RfP No.\_\_\_\_\_ dated dd.mm.yyyy for execution of Project Category(), of capacity\_\_\_\_\_MW of solar rooftop projects under EPC model for Implementation of\_\_\_\_\_ (in words) MW Grid Connected Roof Top Solar PV Systems for Sale of Solar Power at various Government buildings in the State of Goa.

MAHAPREIT does hereby issues to M/s\_\_\_\_\_ (Successful Bidder) the LOA to execute Design, Engineering, Finance, Supply, Installation, Testing and Commissioning, including Insurance, Warranty, Spare Parts and Operation & Maintenance of Grid Connected Rooftop Solar PV Projects for Sale of Solar Power under EPC model as per scope of work, specifications and all terms and conditions mentioned in the RfP. Upon acceptance of this letter by the Successful Bidder, following conditions of the RfP would be applicable:

1. That, the "Successful Bidder" shall accept this LOA, sign and submit to MAHAPREIT, along with applicable administrative charges, within 15 days of issuance of this .
2. That, the "Successful Bidder" has agreed to provide in-principle consent to Execute Work as per Scope, Specifications and all terms and conditions mentioned in the RFP No:\_\_\_\_\_Dated:\_\_\_\_\_ issued by MAHAPREIT.
3. That, the "Successful Bidder" has also agreed to execute work on the rates already accepted / agreed upon as per L1 rate. The rates shown in discovered through tendering process for the sale of solar power is for the twenty Operational Year i.e. Rs \_\_\_\_\_per unit (kWh).
4. That, the Successful Bidder agrees to do a preliminary survey of Project site(s) in consultation with Procurer(s) to ascertain the Project Capacity before execution of PPA pursuant to a work order as relevant and necessary.
5. That, the Successful Bidder shall execute contract agreement with the Procurer and with co-signatories of the contract agreement on the date as notified by the MAHAPREIT. The Successful Bidder shall be responsible for all the works related

to Commissioning and operation for twenty five (25) Operational Years of Project.

6. That, if the Successful Bidder wishes to form a Project Company, the same should be executed within forty-five (45) Days from the issuance of LOA. That principles laid down in Clause 3. of the RfP have to be followed while forming the Project Company.

7. That, the Successful Bidder shall submit PBG of an amount of INR -----  
-----or part thereof as prescribed in RfP/ contract agreement. However, Successful Bidder, at its sole discretion, has option to submit lump sum PBG for amount corresponding to total Project Capacity against Project Category(s) for which it is declared as Successful Bidder.

8. That, the Successful Bidder shall submit the applicable Administrative Charges i.e. INR lakh immediately with acceptance of LOA.

The parties agree that this Letter will be considered as a legal document and shall be considered until such time that the parties have executed relevant and applicable Power Purchase Agreement.

Please signify acceptance to this letter by signing it. We look forward to working with you.

Date: \_\_\_\_\_

Signature with Company Seal

Name:\_\_\_\_\_

Designation:\_\_\_\_\_

Regards,

For, MAHAPREIT

## FORMAT 12: FORMAT FOR CONSORTIUM AGREEMENT

Joint Bidding/ Consortium Agreement Format for Participation in

“Request for Proposal (RFP)

For

**Selection of Solar Power Developers for Setting of Distributed Grid-Connected Rooftop Solar PV Projects under Engineering Procurement and Construction (EPC) mode at Government buildings in the state of Goa various Identified Government Buildings of Goa**

*(To be stamped as per the stamp act of the state where the document is made)*

THIS JOINT BIDDING AGREEMENT is entered into on this \_\_\_\_ day of \_\_\_\_.

### AMONGST

{\_\_\_\_\_, party on First Part of consortium} and having its registered its registered office at \_\_\_\_\_ (Hereinafter referred to as the “**First Part**” or “**Lead Member**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

### AND

\_\_\_\_\_ Having its registered office at \_\_\_\_\_. (Hereinafter referred to as the “**Second Part**” or “**Member**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

### AND

{[\_\_\_\_\_] , party on Third Part of consortium} and having its registered office at \_\_\_\_\_. (Hereinafter referred to as the “**Third Part**” or “**Member**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

The above-mentioned parties of the First, Second and Third Part are collectively referred to as the “**Parties**” and each is individually referred as a “**Party**”

### WHERE AS,

i. Mahatma Phule Renewable Energy & Infrastructure Technology Limited (hereinafter referred to as the “MAHAPREIT” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited applications (the “Applications”) by its RFP No: .....



Dated:for award of the rate contract/ work under “Selection of Solar Power Developer for Design, Engineering, Supply, Installation, Testing and Commissioning Including Insurance, Warranty, Spare Parts and Operation &Maintenance of Grid Connected Roof Top Solar PV Projects for Sale of Solar Power under EPC model at Government buildings in the State of Goa (hereinafter called “Project”) and Selection of Solar Power Developer for the same.

ii. The Parties are interested in jointly bidding for the Project as members of consortium in accordance with the terms and conditions of the RFP document and other bid documents in respect of the Project, and

iii. It is a necessary condition under the RFP document that the members of the Consortium shall enter into a Consortium agreement and furnish a copy thereof with the Application.

**NOW IT IS HEREBY AGREED as follows:**

## **Definitions and Interpretations**

In this agreement, the capitalized terms shall, unless the context otherwise require, have the Meaning ascribed thereto under the above-mentioned RFP.

### **1. Consortium**

The Parties do hereby irrevocably constitute a consortium (the “**Consortium**”) for the purposes of jointly participating in the Bidding Process. The Parties hereby undertake to participate in the Bidding Process in a Project Category as per Table 1 of this RFP, only through this Consortium and not individually and/ or through any other consortium constituted for this RFP, either directly or indirectly or through any of their Affiliate(s).

### **2. Role of the Parties**

The Parties hereby undertake to perform the roles and responsibilities as described below:

a) The parties agree to submit bid as Consortium for following Project Categories:

<b>Project Category</b>	<b>Participation* (Yes / No)</b>

*\*Note: Bidder shall mention ‘Yes’ corresponding to Project Categories it wants to bid and clearly mention ‘No’ for Project Categories where it does not intend to bid*

b) Only First Part shall be evaluated for qualification against technical eligibility

criteria as per RFP.

c) First Part shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and after its selection as Successful Bidder.

d) First Part would be responsible and obligated for successful execution of all work awarded to them by MAHAPREIT and in no circumstances the same shall be the responsibility of Second Part. Pursuant to selection of Successful Bidder as per criteria delineated in the RFP, all obligations as per RFP shall be borne by the First Part.

e) Second Part and Third part shall work in accordance with roles and responsibilities assigned to them by First Part as a part of their internal understanding.

f) Parties have agreed and documented clearly stated roles and responsibilities between First Part, Second Part and Third Part for execution of work awarded by MAHAPREIT.

g) Subject to the terms of this agreement, the share of each Member of the Consortium in the “issued equity share capital” shall be in the following proportion: (if applicable)

Name of Member	Proposed % Equity holding
Lead Member	.....(not less than 51%)
Member	
Member	

### 3. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the Bid Validity Period of Award and further in accordance with the LOS subsequently issued if bid arrives as successful. However, in case the Consortium is either not pre-qualified for the Project or does not get selected for Award of the work, the Agreement will stand terminated in case the Applicant is not pre-qualified.

### 4. Miscellaneous

This Joint Bidding Agreement shall be governed by laws of India. The Parties acknowledge and accept that this Agreement shall not be amended by Parties without the prior written consent of the MAHAPREIT. Party of First Part would decide on the representative of Consortium at MAHAPREIT.

IN WITNESS WHERE OF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED For      SIGNED, SEALED AND DELIVERED For

and on behalf of Lead Member by:

and on behalf of Lead Member by:

(Signature)

(Signature)

(Name & Designation)

(Name & Designation)

(Address)

(Address)

In Presence of:

In Presence of:

Witness -1

Witness -1

Witness -2

Witness -2

SIGNED, SEALED AND DELIVERED For

and on behalf of Third Part:

(Signature)

(Name and Designation)

(Address)

In Presence of:

Witness -1

Witness -2

## FORMAT 13: POWER OF ATTORNEY IN FAVOR OF LEAD MEMBER OF THE CONSORTIUM

(to be submitted by each member of the Consortium)

(To be stamped on non – judicial stamp paper of Rs.500 of the state where the document is made)

Whereas Mahatma Phule Renewable Energy & Infrastructure Technology Limited (MAHAPREIT) has invited applications (the “Applications”) by its RFP No: ..... Dated:for Selection of Solar Power Developers for Implementation of.....MW Capacity of Grid Connected Roof Top Solar PV Projects under EPC Model, at Government buildings in the state of Goa (hereinafter called “Project”)

Whereas, ....., and ..... (collectively the Consortium) being Members of the Consortium and having signed a Joint Bidding Agreement dated [ ], are interested in submitting a Bid in accordance with the terms and conditions of the Request for Proposal (RFP) and the other Bid Documents, and

Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium's bid for the Unit(s) and its execution.

### NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS

We, ....., having our registered office at ....., and , having our registered office at ....., (hereinafter collectively referred to as the **Principals**) do hereby irrevocably designate, nominate, constitute, appoint and authorize ..... having its registered office at ....., being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the **Attorney**). We hereby irrevocably authorize the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium, and any one of us, during the Bid Process, including undertaking all acts required for the submission of the Bid in accordance with the terms and conditions of the RFP. Additionally, we also authorise the Lead Member to do any other acts or submit any information and documents related to the above Bid submission, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its Bid for the Unit(s), including but not limited to signing and submission of all applications, undertakings and other documents and writings, participate in bidders and other conferences and respond to queries, if required. In the event the Consortium is awarded the Project Documents for

developing the Units, we authorise the Lead Member to submit information/documents, sign and execute contracts and undertakings consequent to acceptance of the Bid of the Consortium in relation to the incorporation of the SPV and generally to represent the Consortium in all its dealings with RUMSL, and/or any other Government Agency or any Person, in all matters in connection with or relating to or arising out of the Consortium's Bid for the Unit(s) and/or upon award thereof till incorporation of the SPV.

**AND** hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF ....., 20----

For .....  
(Signature)

.....  
(Name & Title)

For .....  
(Signature)

.....  
(Name & Title)

For .....  
(Signature)

.....  
(Name & Title)

(To be executed by authorized signatories of the Members of the Consortium, except the Lead Member)

Witnesses:

1.

2.

(Notarised)

Accepted

.....

(Signature of the authorized signatory of the Lead Member)

(Name, Title and Address of the Attorney)

Instructions:

(1) The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

(2) Also, wherever required, the Members should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Member of the Consortium.

## FORMAT 14: DECLARATION

(Required to be submitted by the Bidder on Original Letter Head with CIN No of company)

We have carefully and thoroughly read and comprehensively understood the Terms and Conditions of the RFP, its amendments/ corrigenda, pre-bid meeting minutes, contract agreement and other documents as a part of this RfP (collectively referred as "RfP documents") and unconditionally agree to abide by them and submit the Bid fully compliant with RfP documents without any deviation.

We declare that:

1. I/ We have carefully read and understood terms and conditions of RFP (RfP no. \_\_\_\_\_/ dated \_\_\_\_ / \_\_\_\_ / \_\_\_\_ ) and associated agreement and their corrigenda/ addenda/ amendments issued from time to time before bid submission end date (collectively called as "RfP Documents"). In case, at any stage of bidding process or after award of work, our bid or award of work is found non-compliant with any provisions of RfP Documents or any of our undertakings/ declarations are found wrong/ unsolicited/ misrepresented/ unfulfilled, we unconditionally declare and undertake to accept, without any responsibility/ accountability/ implications/ liabilities/ obligations on anyone other than us, decision of competent authority as appropriate, including rejection of our bid and/ or cancellation of award of work, without prejudice to any other rights that competent authority may be entitled to exercise as per law or under provisions of RfP documents
2. We have not been Black listed or otherwise for any Supply of Goods / Services / Works by any Ministry / Department / PSU of Central Government / Any of the State Government(s), anytime / anywhere in the Country Debarred or have failed to execute any previous work of MAHAPREIT.
3. We solemnly undertake that the responsibility of execution of the Work as per the terms and conditions of the RFP/ Contract Agreement shall be entirely ours.
4. We declare that we have not taken any support from any of the independent Consultant or Consulting Agency who is associated with MAHAPREIT in any form while preparing RFP.

If this Declaration is found to be incorrect or if any RFP Condition is found violated by us, then without prejudice to any other conditions, action would be initiated against us \_\_\_\_\_ (Name of bidder) as deemed fit necessary by MAHAPREIT, including blacklisting or debarment as necessary.

(Signature of Authorized Signatory)

(Name & Designation in block letters)

## FORMAT 15: UNDERTAKING

(Required to be submitted by the Bidder on Original Letter Head of company)

I/We have carefully read and understood the enclosed Terms and Conditions of the (RfP no.\_\_\_\_\_/\_\_\_\_ dated     /     /     ) and associated agreement and their corrigenda/ addenda/ amendments issued from time to time before bid submission end date (collectively called as “RfP Documents”) and agree to abide by them without any deviation. Further,

1. I/We declare that there has been no instances at any point of time where we have not performed satisfactorily in the Work Order(s) of MAHAPREIT, leading to cancellation of Work Order(s) of value more than or equal to five percent (5%) of cumulative value of Work Order(s) awarded in last five (5) Years.

2. I/We declare that I/we am/are not involved in litigation or arbitration with MAHAPREIT arising out of work completed or under execution by it, of value more than or equal to five percent (5%) of cumulative value of Work Order(s) awarded to them in last five (5) Years.

If this Declaration is found to be incorrect or if any RFP Condition is found violated by us, then without prejudice to any other conditions, action would be initiated against us \_\_\_\_\_(Name of bidder) as deemed fit necessary by MAHAPREIT.

(Signature of Authorized Signatory)

(Name & Designation in block letters)



## **FORMAT 16: UNDERTAKING for ALMM GUIDELINES**

(Required to be submitted by the Bidder on Original Letter Head of company)

I/We have carefully read and understood the enclosed Terms and Conditions of the RFP and agree to abide by them.

I/We declare to abide by the Ministry of New and Renewable Energy's ALMM guidelines and any other amendment made thereto.

If this Declaration is found to be incorrect or if any RFP Condition is found violated by us, then without prejudice to any other conditions, action would be initiated against us \_\_\_\_\_ (Name of bidder) as deemed fit necessary by MAHAPREIT.

(Signature of Authorized Signatory)

(Name & Designation in block letters)

## FORMAT 17: FINANCIAL BID FORMAT

### Financial Bid for Project Category A1

*(To be submitted only with due encryption)*

Project Category	Financial Bid for Project (INR/MW)
Category A1 3kW to 100 kW	

Note:

1. Quoted rate per MW must be applicable for sale of Solar Power to Procurer from Initial Part Commissioning to the end of twenty Operational Year.
2. The above Quoted rate per MW is inclusive of any applicable taxes. However, if any new change in tax/duty is effected in the period after the Bid Deadline and any time during the period of Agreement, the same will be passed on by the Power Producer to the Procurer and vice versa under appropriate provisions of change in law.
3. Further, for clarification, agreement shall be signed for individual Projects under Project Category but Quoted rate per MW shall remain the same for all Projects under Project Category. However, it shall be applicable in accordance with respective dates of part commissioning/ full COD, as the case may be.

SEAL AND SIGN

AUTHORIZED SIGNATORY

### Financial Bid for Project Category A2

(To be submitted only with due encryption)

Project Category	Financial Bid for Project (INR/MW)
Category A2 101kW-500kW	

Note:

1. Quoted rate per MW must be applicable for sale of Solar Power to Procurer from Initial Part Commissioning to the end of twenty Operational Year.
2. The above Quoted rate per MW is inclusive of any applicable taxes. However, if any new change in tax/duty is effected in the period after the Bid Deadline and any time during the period of Agreement, the same will be passed on by the Power Producer to the Procurer and vice versa under appropriate provisions of change in law.
3. Further, for clarification, agreement shall be signed for individual Projects under Project Category but Quoted rate per MW shall remain the same for all Projects under Project Category. However, it shall be applicable in accordance with respective dates of part commissioning/ full COD, as the case may be.

SEAL AND SIGN

AUTHORIZED SIGNATORY

## ANNEXURE–I: PROGRESS REPORT FORMAT

S.No	Beneficiary Name	Project Category	District	Name of EPC	Estimated Capacity	LOC Signing Date (F)	PBG Submission Date	PBG Validity End Date	PPA Signing date (H)	Approved Capacity	Date on which NM application was filed	CP Completion Date	Effective Date	SCOD date	CS Completion Date	No. of days of extension provided without LD	Extended SCOD	No. of days of extension provided with LD	COD Date
1																			
2																			
3																			
4																			
5																			
6																			
7																			
8																			
9																			
10																			

## ANNEXURE – II: MNRE Benchmark Costs for FY 2021-22

No. 32/24/2020-SPV Division  
Government of India  
Ministry of New & Renewable Energy  
\*\*\*

Block No. 14, CGO Complex, Lodhi Road,  
New Delhi, Dated 27<sup>th</sup> October 2021

### ORDER

**Subject: Amendment in Benchmark costs for Grid-connected Rooftop Solar PV systems for the financial year 2021-22 -reg.**

Vide Order no.318/38/2018-GCRT dated 18.08.2021 dated 18.08.2021, benchmark costs including taxes, were issued for FY 2021-22 by the Ministry. Subsequently, applicable Goods & Services Tax (GST) rates have been revised by GST Council for identified renewable energy equipment. In order to address the recent changes in GST rates and also any further changes in GST rates in future, it has been decided to issue benchmark costs excluding GST. For the purpose of calculating CFA available under MNRE Scheme, applicable GST rates may be added to these benchmark costs. Accordingly, undersigned is directed to convey the approval of competent authority for issuing the benchmark costs, excluding GST, for Grid-connected Rooftop Solar PV systems applicable for MNRE Scheme for the year 2021-22. Rooftop solar system capacity-wise benchmark costs are given below:

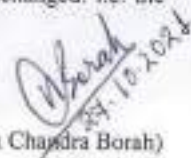
(A) For General Category States/ UTs:

RTS System Capacity range	Up to 1 kW	> 1 kW upto 2 kW	>2kW Upto 3kW	> 3kW upto 10 kW	>10 kW upto 100 kW	>100 kW upto 500 kW
Benchmark cost (Rs./kW) excluding GST	46923	43140	42020	40991	38236	35886

(B) For Other State/UTs (i.e North-Eastern States including Sikkim, Himachal Pradesh, Uttarakhand, Jammu & Kashmir, Ladakh, Andaman and Nicobar and Lakshadweep islands):

System Capacity range	Up to 1 kW	> 1 kW upto 2 kW	>2kW Upto 3kW	> 3kW upto 10 kW	>10 kW upto 100 kW	>100 kW upto 500 kW
Benchmark cost (Rs./kW) excluding GST	51616	47447	46216	45087	42056	39467

2. Above mentioned amendments in benchmark costs are effective from the 18.08.2021. All other terms and conditions mentioned in the Order dated 18.08.2021 remain unchanged, i.e. the date of issuance of original Order for benchmark costs for FY 2021-22.

  
(Hiren Chandra Borah)  
Scientist-D

To

All Concerned