



**MAHATMA PHULE RENEWABLE ENERGY & INFRASTRUCTURE TECHNOLOGY LTD  
(MAHAPREIT)  
(A Subsidiary of Mahatma Phule Backward Class Development Corporation Ltd.) (A Govt. of  
Maharashtra Undertaking)**

**Request for Proposal  
For  
Appointment of Project Management Agency (PMA) Providing Transaction Advisory  
for Various Renewable Energy Projects in the state of Goa**

**MAHATMA PHULE RENEWABLE ENERGY & INFRASTRUCTURE TECHNOLOGY LTD  
(MAHAPREIT)**

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**SECTION - I**

**DETAILED INVITATION TO OFFER NOTICE**

**MAHATMA PHULE RENEWABLE ENERGY & INFRASTRUCTURE TECHNOLOGY LTD**  
**(MAHAPREIT)**

**B – 501 PINNACLE CORPORATE PARK, NEXT TO TRADE CENTER, BKC (EAST) MUMBAI 400051**  
**e-RFP Notice No.     for**

The Mahatma Phule Renewable Energy & Infrastructure Technology Limited, Mumbai, India (MAHAPREIT) invites online Bids on open tender basis Single Stage Two Envelope (i.e., Envelope-I: Techno-Commercial Bid and Envelope-II: Price Bid) for “Appointment of Project Management Agency (PMA) Providing Transaction Advisory for Various Renewable Energy Projects in the state of Goa”

**1.1. RFP DATA AT A GLANCE:**

**1.1.1. SUMMARY DETAILS**

S. No.	Description of Item	Particulars										
1.	Brief Scope of Work	Appointment of Project Management Agency (PMA) Providing Transaction Advisory for Various Renewable Energy Projects in the state of Goa										
2.	Duration of Work	12 Months from the date of issuance of Letter of Award (LoA) to the contractor.										
3.	Cost of Bid document (non-refundable)	<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> <table border="1"><tr><td>Name of Party</td><td>Mahatma Phule Renewable Energy and Infrastructure Technology Ltd.</td></tr><tr><td>Name of Bank:</td><td>ICICI Bank</td></tr><tr><td>Account No:</td><td>054405500470</td></tr><tr><td>IFSC:</td><td>ICIC0000544</td></tr><tr><td>Address:</td><td>MIDC, Andheri (East), Mumbai.</td></tr></table> <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.reem@mahapreit.in">cgm.reem@mahapreit.in</a> and <a href="mailto:cfo@mahapreit.in">cfo@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>	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.
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.											

S. No.	Description of Item	Particulars										
4.	Earnest Money Deposit (Bid security deposit)	<p><b>INR 2.5 Lakh (Rupees Two Lakh and Fifty Thousand Only )</b></p> <p>The bank detail of MAHAPREIT Ltd for Bank Guarantee is as under:</p> <table border="1"> <tr> <td>Name of Party</td> <td>Mahatma Phule Renewable Energy and Infrastructure Technology Ltd.</td> </tr> <tr> <td>Name of Bank:</td> <td>ICICI Bank</td> </tr> <tr> <td>Account No:</td> <td>054405500470</td> </tr> <tr> <td>IFSC:</td> <td>ICIC0000544</td> </tr> <tr> <td>Address:</td> <td>MIDC, Andheri (East), Mumbai.</td> </tr> </table>	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.
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.											
5.	Bid documents available for downloading	From 21.03.2024 at 1500 hrs to 03.04.2024 till 1500 hrs										
6.	Website for downloading of Bid documents/uploading of filled in Bid Response Sheets only in e-mode	<a href="https://organizations.maharashtra.nextprocure.in/">https://organizations.maharashtra.nextprocure.in/</a> <a href="https://mahapreit.in">https://mahapreit.in</a>										
7.	Date & Time of Pre-bid meeting	28.03.2024 at 1300 hrs										
8.	Venue of Pre-bid Meeting	MAHAPREIT, B-501 Pinnacle Corporate Park, Next to Trade Center, BKC, Bandra (East), Mumbai – 400051										
9.	Last date and time of submission of bid	03.04.2024 at 1600 hrs										
10.	Date & time of opening of Techno-commercial Bid	03.03.2024 at 1630 hrs										
11.	Date & time of opening of Price Bid	Will be intimated later on										
12.	Address for submission of sealed hard copy of Techno-commercial bid & Opening of Bids	MAHAPREIT, B-501 Pinnacle Corporate Park, Next to Trade Center, BKC, Bandra (East), Mumbai – 400051										
13.	Currency of Bids	Indian Rupees (INR)										
14.	Bidders' eligibility	Bidders intending to participate in this bid shall fulfil the Eligibility Criteria as per Clause 1.4 of the NIT										
15.	Period of Bid validity	180 days from the last date of submission of bids prescribed by MAHAPREIT and any extension thereof.										

All BIDDERS are hereby cautioned that the e-RFP containing any deviation from the contractual terms and conditions, and other requirements and CONDITIONAL RFP shall be rejected.

1. Validity Period: The offer of the Bidder shall remain valid for 120 days from the date of opening of financial Bid.
2. The post qualification process is applicable for this RFP and Rates once quoted shall be Non-Negotiable.
3. If any assistance is required regarding RFP please contact following officials CGM REEM, CGM (IT) at 022- 26200351 email- [cgm.reem@mahapreit.in](mailto:cgm.reem@mahapreit.in), [cgm.it@mahapreit.in](mailto:cgm.it@mahapreit.in)
4. All requisite information required for the submission of Offer documents is available in the tender document.
5. Participation in this RFP submission by PMA consultants is subject to submission of tender fees and Earnest Money Deposit (EMD) in the form of Demand Draft as detailed in the subsequent sections.
6. **In view of the conflict of Interest, the PMA Firm having relation in whatsoever manner with any Key Resource Person/ Key Resource Institution or the Member of MAHAPREIT Task Force shall be barred from applying to the said RFP.**
7. All rights are reserved by the Competent Authority to reject any or all Offers in full or in part without assigning any reason or accept the offer beyond the validity period.

#### 1.2. TIME SCHEDULE OF TENDER NOTICE

Sr. No.	Details	Start Date	End Date
1	Availability of Tender Document	22/03/2023 at 1700 hrs.	03/04/2023 at 1500 hrs.
2	Date and time of Online Pre Bid Meeting	28/03/2024 at 1300 hrs	
3	Last Date and time of Bid Submission		03/04/2023 up to 1500 Hours
4	Opening of Bid		
4 (a)	Date and time of opening of Technical Bid	03/04/2023 at 16.00 Hours	
4 (b)	Date and time of opening of Price Bid		Will be intimated later on.

These instructions to applicants are being issued for appointment of Project Management Agency firm. Detailed scope of the work is being provided in the Scope of Work / Terms of Reference (TOR).

**EXECUTIVE DIRECTOR  
MAHAPREIT LTD**

**SECTION - II**

**DEFINITIONS AND RFP DATA**



## **DEFINITIONS AND E-RFP DATA**

### **2.1. DEFINITIONS:**

#### **2.1.1. MAHAPREIT :**

MAHAPREIT shall mean the “MAHATMA PHULE RENEWABLE ENERGY & INFRASTRUCTURE TECHNOLOGY LTD”, MUMBAI acting through its Managing Director.

Additional Information about **MAHAPREIT:**

The Head-quarter of the **MAHAPREIT** is Mumbai. The functions and powers of the MAHAPREIT have been provided in the Memorandum of Association & Articles of Association In general, it has been entrusted with the work of accelerating the economic upliftment of the economically weaker families belonging to the Scheduled Castes.

#### **2.1.2. REGISTERED ADDRESS FOR COMMUNICATION**

B- 501 PINNACLE CORPORATE PARK, NEXT TO TRADE CENTER, BKC (EAST) MUMBAI 400051

#### **2.1.3. WEBSITE:**

Web Site means official web sites for all information having following web addresses: <https://mahapreit.in>

#### **2.1.4. APPLICANT:**

Eligible and Experienced entities applying for this tender - Selection of Appointment of Project Management Agency (PMA) Providing Transaction Advisory for Various Renewable Energy Projects in the state of Goa

#### **2.1.5. EXECUTIVE DIRECTOR**

Executive Director shall mean Executive Director of MAHAPREIT Ltd.

#### **2.1.6. COMPETENT AUTHORITY:**

Competent Authority shall mean the Managing Director of **MAHAPREIT Ltd.**

#### **2.1.7. CONTRACTOR:**

Contractor shall mean the registered entity who enters contract, with the MAHAPREIT and shall include their executors, administrators, successors and submitted assignees.

#### **2.1.8. CONTRACT:**

Contract shall mean and include following documents:

Volume I - RFP Documents.

RFP Document and information / data submitted by contractor.

#### **2.1.9. WORK:**

Work shall mean the work to be executed in accordance with Scope of Work of Contract.

## 2.2. RFP DATA AT A GLANCE (SUMMARY DETAILS)

Sr. No.	Particulars	Details
2.2.1	Name of work	<b>Appointment of Project Management Agency (PMA) Providing Transaction Advisory for Various Renewable Energy Projects in the state of Goa</b>
2.2.2	Estimated Cost	<b>Lumpsum for 12 Months</b>
2.2.3	Offer Document Cost	Rs.10000/- + GST Rs. 1800/-
2.2.4	Earnest money (EMD)	Rs. 2,50,000.00/-
2.2.5	Mode of payment (EMD)	RFP and E.M.D. amount shall be paid in the form of NEFT/ Payment Gateway/ Demand Draft in favour of MAHAPREIT, payable at Mumbai
2.2.6	Performance Bank Guarantee	@ 5% of contract value ( for calculation of PBG, the contract value will be calculated considering estimated project cost )
2.2.7	Security Payment	@5% deducted from the running bill
2.2.7	Mode of Submission of RFP	Online submission through <a href="http://www.nextprocure.in">www.nextprocure.in</a> website only.
2.2.8	Period of Work	<b>12 Months</b>
2.2.9	Contact Details of MAHAPREIT OfficialAddress <b>Email: Phone:</b>	Mr. Sunil Mahajan (CGM IT In charge ) 501, 502, Pinnacle Corporate Park, B Wing,5 <sup>th</sup> floor. Next to Trade Centre BKC Mumbai 022-26200351/6202852 <a href="mailto:cgm.it@mahapreit.in">cgm.it@mahapreit.in</a>
2.2.10	Any addendum/ corrigendum /Cancellation	Any addendum/corrigendum/cancellation of above RFP will be informed via email to the bidders. Bidders if they wish can modify their RFP
2.2.11	<b>Bid Documents</b>	Bid Documents consisting of, information and eligibility criteria, plans, specification and schedule of quantities of the works will be provided via email in this bid document till last date of sale and receipt of RFP papers.
2.2.12	<b>Bid Documents acceptance period</b>	The bid for the work shall remain open for acceptance for a period of 15 days from the last date of receipt of bids. If

		any Bidder withdraws his bid/ offer before the said period or makes any modification in the terms and condition of the bid, the EMD at the time of submission of RFP shall stand forfeited.										
<b>2.2.13</b>	<b>Bid Acceptance Criteria</b>	<b>Technically Qualified bidder quoting lowest bid offer. Non-Negotiable</b>										
<b>2.2.14</b>	<b>Other details</b>	Other details including, Submission of bid, Resubmission, and withdrawal of bid will be provided through this bid document.										
<b>2.2.15</b>	<b>Documents to be submitted</b>	Duly signed and stamped photocopies of the original document mentioned in the RFP documents shall be submitted as a part of technical bids. The bids can only be opened by the pre-designated officials only after the opening time mentioned in the bid. In the event of the specified date of bid opening being declared a holiday the bid will be opened at the appointed time and transaction in the next working day.										
<b>2.2.16</b>	<b>RFP Acceptance Authority</b>	<b>Chairman and Managing Director, MAHAPREIT</b>										
<b>2.2.17</b>	<b>Account Details.</b>	<p><b>Bank details are below.</b></p> <table border="1"> <tr> <td><b>Party Name</b></td> <td><b>Mahatma Phule Renewable Energy and Infrastructure Technology Limited.</b></td> </tr> <tr> <td><b>Bank Name</b></td> <td><b>ICICI Bank</b></td> </tr> <tr> <td><b>Bank Branch</b></td> <td><b>MIDC, Andheri (East) Mumbai 400 049.</b></td> </tr> <tr> <td><b>Bank A/c No.</b></td> <td><b>054405500470</b></td> </tr> <tr> <td><b>I.F.S.C. Code</b></td> <td><b>ICIC0000544</b></td> </tr> </table>	<b>Party Name</b>	<b>Mahatma Phule Renewable Energy and Infrastructure Technology Limited.</b>	<b>Bank Name</b>	<b>ICICI Bank</b>	<b>Bank Branch</b>	<b>MIDC, Andheri (East) Mumbai 400 049.</b>	<b>Bank A/c No.</b>	<b>054405500470</b>	<b>I.F.S.C. Code</b>	<b>ICIC0000544</b>
<b>Party Name</b>	<b>Mahatma Phule Renewable Energy and Infrastructure Technology Limited.</b>											
<b>Bank Name</b>	<b>ICICI Bank</b>											
<b>Bank Branch</b>	<b>MIDC, Andheri (East) Mumbai 400 049.</b>											
<b>Bank A/c No.</b>	<b>054405500470</b>											
<b>I.F.S.C. Code</b>	<b>ICIC0000544</b>											

**SECTION - III**

**INSTRUCTIONS TO BIDDERS**

**GENERAL INSTRUCTIONS TO BIDDER FOR MAIN BIDDING TECHNICAL / FINANCIAL**

**BIDDING PROCESS**

## **INSTRUCTIONS FOR BIDDERS IN RESPECT OF BIDDING PROCESS**

### **3.1. INFORMATION AND INSTRUCTIONS TO APPLICANT BIDDERS:**

The RFPs are invited by the MAHAPREIT from the shortlisted Experienced Project Management Agency (PMA) Providing Transaction Advisory for Various Renewable Energy Projects in the state of Goa . The soft copy forms of master file should be filled in completely and all questions should be answered. All information requested for in the enclosed forms should be furnished against the respective columns in the form. If any query is not relevant, it should be stated as "Not Applicable" Only 'dash' reply will be treated as incomplete information. All applicants are cautioned that incomplete information in the application or any change(s) made in the prescribed forms will render application to be treated as non-responsive.

**3.1.1.** Not Applicable

**3.1.2.** The Main RFP Document shall be typed on applicant's letterhead and submitted.

**3.1.3.** Any overwriting or correction shall be attested. All pages of the Main RFP Document shall be numbered and should be submitted as package with a signed letter of transmittal.

**3.1.4.** All the information must be filled in English language only.

**3.1.5.** Information and certificate(s) furnished along with the application form (the respective application that vouches to the suitability, technical know-how and capability of the applicant) should be physically signed by the applicant.

**3.1.6.** The applicant is encouraged to attach any additional information, photo copies of similar job orders which were already carried out, regarding his capabilities). No further information will be entertained after submission of Main RFP Document unless it is requested by **MAHAPREIT**.

**3.1.7.** The Main RFP Document in prescribed forms as required in this booklet duly completed and signed should be submitted along with all relevant documents. The documents submitted in connection with the pre- qualification shall be treated as confidential and will not be returned.

**3.1.8.** The cost incurred by applicant in preparing this offer, in providing clarification or attending discussions, conference in connection with this document, shall not be reimbursed by the MAHAPREIT under any circumstances.

**3.1.9. Instructions to the Bidders:**

Detailed information regarding scope of work and volume thereof can be obtained by Bidder from the Office of MAHAPREIT on any working day and during the currency of RFP, in addition to the details available through these RFP documents.

**3.1.10. Payment Terms & Retention Deposit:**

Payment will be made on pro-rata basis upon satisfactory completion of assigned work as per milestone scope of work.

**3.2. METHOD OF APPLYING**

**3.2.1.** If the application is made by a firm in partnership, it shall be signed by all Partners of the firm giving their full names and current addresses or by a partner holding valid power of attorney on behalf of the firm by signing the application, in which case a certified copy of the power of attorney shall accompany the application. A certified copy of the partnership deed, current address of all the partners of the firm shall also accompany the application.

**3.2.2.** If the application is made by a company, it shall be signed by a duly authorized person holding the power of attorney for signing the application, in which case a certified copy of the power of attorney shall accompany the application. Such company may be required to furnish satisfactory evidence of its existence before the pre-qualification is awarded.

**3.2.3.** The application shall be signed to be legally binding on all partners.

**3.3. REVISION OR AMENDMENT OF RFP DOCUMENTS:**

All Rights are reserved to revise or amend the RFP document, prior to time specified in time schedule for main RFP preparation. Any further revisions or amendments or time extensions shall be communicated to all concerned by e-mail.

**3.4. EARNEST MONEY DEPOSIT:**

i. All Bidders shall pay entire E.M.D. and payment shall be made through online gateway of e-procurement website/ NEFT/ in the form of Demand Draft drawn in favour of MAHAPREIT and payable at Mumbai.

ii. All Bidders shall submit the proof of payment as a part of technical bid.

**3.4.1. Exemption of EMD:**

i. Micro & Small Enterprises (MSE) units are exempted from payment of EMD.

ii. Bidder should submit supporting documents issued by competent Govt. bodies to become eligible for the above exemption. Bidders may please note:

- NSIC certificate/ Udyog Aadhar Memorandum/Udyam Registration Certificate should cover the items tendered to get EMD exemptions. Certificate/ Memorandum should be valid as on due date / extended due date for Bid submission.

- iii. Bidder who solely on its own, fulfils each eligibility criteria condition as per the RFP terms and conditions and those are having MSE status, can claim exemption for EMD/ tender fee.
- iv. If all these conditions are not fulfilled or supporting documents are not submitted with the technical Bid, then all those Bids without EMD will be summarily rejected and no queries will be entertained.

### **3.5. REFUND/CONVERSION OF EARNEST MONEY**

After acceptance of the offer of successful Bidders, the E.M.D. of other Bidders will normally be returned within 15 days. In the case of successful Bidder, the earnest money Demand Draft will be returned to the successful bidder once he submits Performance Bank Guarantee after issue of Letter of Intent by MAHAPREIT. Earnest money amount shall not carry any interest whatsoever.

### **3.6. MANNER OF SUBMISSION OF RFP AND ITS ACCOMPANIMENTS:**

Main RFP Documents are to be prepared and submitted in sealed envelope in a two-envelope system. The bidder will prepare two envelopes as follows:

- a. **Technical Envelope:** Containing all qualification related documents along with annexures and supporting documents and listed further. Bidder should also enclose proof of Tender Fee and EMD in the technical bid envelope.
- b. **Price Bid:** Containing only price bid as per Annexure 7,
  - Please note that no part of the technical bid shall contain any information regarding the price bid or price offered or the bidder stands disqualified from the bidding process.

### **3.7. CONFLICT OF INTEREST**

- 3.7.1.** The selected Firm should provide transparent, professional, objective, impartial service and hold MAHAPREIT's interest paramount with utmost integrity.
- 3.7.2.** The selected Firm shall not deploy former contractual employees who have served MAHAPREIT.
- 3.7.3.** The selected Firm shall not downstream or outsource any part of the scope of work from any agency or the advisors appointed by the MAHAPREIT or sublet the work assigned.
- 3.7.4.** Non-disclosure of such an association will lead to termination of Agency.
- 3.7.5.** **In view of the conflict of Interest, the PMA Firm having relation in whatsoever manner with any Key Resource Person / Key Resource Institution or the Member of MAHAPREIT Task Force shall be barred from applying to the said e-RFP.**

**3.8. THE BIDDER SHALL SUBMIT DOCUMENTS LISTED BELOW (ALONG WITH TECHNICAL BID)**

- 3.8.1. Photo copies of Income Tax Return for the last 5 financial years.
- 3.8.2. Photo copies of Deed of Partnership duly registered or Article of Association and Memorandum of Association of Company.
- 3.8.3. Photocopies of Power of Attorney authorizing representative to act on behalf of the firm.
- 3.8.4. All documents required to be submitted shall be sealed and self- attested and if required, original copies shall be made available for verification in due course.
- 3.8.5. Undertaking duly signed on letterhead of the firm and submitted in ANNEXURE- 9.
- 3.8.6. Self-attested copies of all the work orders if any issued for similar work by the Government of India/Maharashtra Public Sector Undertakings or Government Organizations/ Companies of Government of Maharashtra/India.
- 3.8.7. Photocopies of duly signed RFP offer indicated both in figures and words, to be submitted separately as a Price Bid.
- 3.8.9. **Difference in figure and word:**  
If the amount undertaken or ordered to be paid is stated differently in figures and in words, the amount stated in words will prevail.
- 3.8.10. Signed and scanned copy of all pages of RFP bid documents.
- 3.8.11. Photo copies of ANNEXURES (Duly Signed and Affixed with Firm Seal).
- 3.8.12. Relevant Supporting documents issued by Competent Authority must be submitted for all information given in prescribed proforma.

**3.9. CLARIFICATIONS:**

The clarification (s), if any, may please be sought separately from either CGM REEM or, CGM (IT) MAHAPREIT, MUMBAI. Via email at [cgm.reem@mahapreit.in](mailto:cgm.reem@mahapreit.in) or [cgm.it@mahapreit.in](mailto:cgm.it@mahapreit.in).

**3.10. INSTRUCTIONS TO BE CONSIDERD WHILE QUOTING RFP OFFER**

The Bidder should quote the offer in the form of Percentage of Total Project Value. The bidder shall quote for the work as per details given in the main RFP viz conditions, special conditions of contract, specifications, common set of conditions issued/ additional stipulations made by the MAHAPREIT which will be shared with the bidders via email.

**3.11. GOODS AND SERVICE TAX:**



The RFP rates are inclusive of all taxes, except Goods and Service Tax payable on value of the contract as applicable from time to time, however the Fee and Taxes shall be shown separately.

**3.12. CONDITIONAL OFFER:**

Conditional offers will be summarily rejected. The RFPs which do not fulfill any of the conditions of the notified requirements laid down in this detailed RFP notice, the general rules, and directions for the guidance of the Bidders as mentioned in the RFP form or are incomplete in any respect are likely to be rejected without assigning reasons there for.

**3.13. VALIDITY:**

The offer shall remain valid for a period of 120 (One Hundred Twenty) days from the date of the opening of RFP unless extended and there after until it is withdrawn by notice in writing by the Bidder. Such notice shall be sent by Registered Post Acknowledgment Due (RPAD) CGM REEM / CGM IT. If the acceptance offer is not communicated within 120 days and if the offer is withdrawn by the contractor, earnest money shall be returned in full.

**3.14. OPENING OF COMMERCIAL OFFER AND EVALUATION**

On the date specified in the time schedule tender opening authority will open the RFP. Following procedure will be adopted for opening of the RFP.

**3.14.1.** The Competent Authority will open all the Bids received (except those received late), including modifications made pursuant to Para 3.3 & 3.12 in the presence of the Bidders or their representatives who choose to **attend opening at 1600 hours on 04.04.2024 for Technical Bid and the specified place at MAHAPREIT, MUMBAI**. In the event of the specified date of Bid opening being declared a holiday for the Competent Authority, the Bids will be opened at the appointed time and transaction on the next working day.

**3.14.2.** The Competent Authority shall prepare minutes of the Bid opening, including the information disclosed to those present.

**3.15. Process to Be Confidential**

Information relating to the examination, clarification, evaluation, and comparison of submitted Bids and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced. Any effort by a Bidder to influence the Employer's processing of Bids or award decisions may result in the rejection of their Bid.

**3.16. Clarification of Bids**

**3.16.1.** To assist in the examination, evaluation, and comparison of Bids, the Competent Authority may, at his discretion, ask any Bidder for clarification of submitted Bid, including breakdowns of the unit rates. The request for clarification and the response shall be in writing, but no change in the price or substance of the Bid shall be sought,

offered, or permitted.

3.16.2. No Bidder shall contact the Employer on any matter relating to its bid from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Employer, it should do so in writing.

3.16.3. Any effort by the Bidder to influence the Competent Authority in the Competent Authority's bid evaluation, bid comparison or contract award decisions may result in the rejection of the Bidders 'Bid.

**3.17. Eligibility of Bidder, Eligibility of Bids, Examination of Bids and Determination of Responsiveness**

**3.17.1. Eligibility of Bidder**

3.17.2. The bidder shall ensure that the bid submitted (a) has been properly signed; (b) is accompanied by the required securities and is substantially responsive to the requirements of the Bidding documents. Prior to the detailed evaluation of Bids, the Employer will determine whether each Bid (1) meets the eligibility criteria defined in Schedule-I of this RFP Booklet; (2) has been properly signed; (3) is accompanied by the required securities and (4) is substantially responsive to the requirements of the Bidding documents.

3.17.3. A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the Bidding documents, without material deviation or reservation. A material deviation or reservation is one;

(a) which affects in any substantial way the scope, quality, or performance of the Works.

(b) which limits in any substantial way, inconsistent with the Bidding documents, the Competent Authority's rights, or the Bidder's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.

3.17.4. If a Bid is not substantially responsive, it will be rejected by the Competent Authority, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

**3.18. ACCEPTANCE OF OFFER:**

Before acceptance, the successful Bidder will be called for negotiation by appropriate officers of MAHAPREIT. The documents related to such negotiations along with modified offer of the successful Bidder if any shall also form the part of contract. After such negotiations the acceptance of offer may be intimated to the contractor by email. Such intimation shall be deemed to be an intimation of acceptance of offer. Bidder whose offer is accepted will have to complete the contract signing and formalities within 15 days from the date of intimation. In the event of failure of the Bidder to sign

the agreement within the stipulated time, the earnest money, paid by Bidder shall be liable to be forfeited. The acceptance of the offer shall also be liable to be considered as withdrawn. In that event the work will be awarded to next or any other contractor to whom the MAHAPREIT considers suitable. RFP Acceptance Authority reserves the right to reject any or all offers in full or part without assigning any reasons.

**3.19. SIGNING OF RFP DOCUMENTS:**

Successful Bidder will have to sign the contract with MAHAPREIT. The documents /information submitted by the contractor during Offer Evaluation related to negotiations shall also form a part of contract.

**3.20. FORFEITURE OF E.M.D. AND CANCELLATION OF LETTER OF ACCEPTANCE**

Letter of acceptance given to successful Bidder shall stand cancelled and E.M.D will be forfeited in following events and under such circumstances RFP Acceptance Authority shall consider next lowest Bidder if he is found suitable and eligible.

3.20.1. Successful Bidder fails to give various undertakings and declarations given in tender document.

3.20.2. Successful Bidder fails to sign contract in PRESCRIBED PROFORMA.

**3.21. OTHER GENERAL INSTRUCTIONS:**

1. Completed documents can be submitted in physical form in sealed envelope as instructed.
2. Incomplete Schedules /Forms and without necessary details and enclosures are liable to be rejected.
3. The language for submission of document shall be English
4. The enclosed Annexure shall be filled in completely and wherever not applicable it should be written as Not Applicable.
5. The person signing the document submission on behalf of the Applicant shall enclose Power of Attorney duly authorized and notarized for the same.
6. Financial data should be given in Indian Rupees only.
7. In case the Applicant intends to give additional information for which specified space in the given format is not sufficient; it can be furnished in an enclosed sheet.
8. All the pages of this document and Annexure should be signed and corrections should be counter-signed by the authorized signatory. No over writing is permitted.
9. MAHAPREIT reserves the right to cross check and confirm the information details furnished by the applicants in the document by making suitable communication with the concerned authorities.
10. MAHAPREIT reserves the right to annul the Tender Document process, or to accept or reject any or all the proposals in whole or part at any time without

assigning any reasons and without incurring any liability to the affected Bidder(s) or any obligation to inform the affected Bidder(s) of the grounds for such decision.

11. The document incomplete in any respect or without supporting documents will be treated as non-responsive and is liable for rejection.

### **3.22. PENALTY CLAUSE:**

- 3.22.1. For any delay attributable to the consultant, beyond the scheduled date of completion of various activities as per the agreed time schedule, penalty shall become leviable at 0.5% (one half of one percent) per week of delay on the specific milestone activities under the part or work assignment. The total liability of the Consultant under this clause shall not exceed 10% (Ten percent) of the contract value.
- 3.22.2. Further an amount maximum up to 10% of the contract value shall be considered as maximum penalty for breach of Contract Agreement conditions or unsatisfactory performance and/ or delay in adhering to the prescribed timelines to achieve the milestones prescribed for completion of Scope of Work.

### **3.23. FINAL DECISION-MAKING AUTHORITY**

The Competent Authority of **MAHAPREIT** reserves the right to accept or reject any or all the offers in part or full for this RFP without assigning any reasons thereof and his decision will be final.

### **3.24. AMENDMENT OF TENDER DOCUMENTS:**

- 3.24.1. At any time prior to the deadline for submission of tenders, MAHAPREIT for any reason whether at their own initiative or in response to a clarification required by any prospective Bidders may modify the Tender Documents.
- 3.24.2. The amendment shall be part of the Tender Documents and will be notified by publication in the MAHAPREIT or through email and will be binding on the prospective Bidders.
- 3.24.3. All the intending Bidders are advised to keep close watch on the website of MAHAPREIT in their own interest.

### **3.25. GENERAL TERM AND TERMINATION**

- 3.25.1. This Agreement shall become effective upon signing and shall terminate upon breach of the agreement.
- 3.25.2. In case any information mentioned in the body of the agreement and in the attached ANNEXURES is misleading and/or incorrect, this agreement will be terminated

immediately. Party sharing the misleading/misinformation will be accountable to pay all damages occurred to the other Party as the result of mislead and/or misinformation. Any breach of terms and conditions on the part of Contractor shall be liable for termination of this contract by MAHAPREIT by serving notice of 30 days and in such case the contract shall stand terminated on the expiry of the said notice period.

### **3.26. FORCE MAJEURE**

No Party to this Agreement is responsible to any other Party hereto for non- performance or delay in performance of the terms and conditions hereof due to acts of God, acts of governments, riots, wars, strikes, fires, floods, explosions, pandemics, quarantine periods, court orders or similar causes beyond the control of the affected Party.

**Note: In the event of any unforeseen closure of work / holiday on any of the above days, the bids will be opened on the next working day without any further notice.**

**SECTION - IV**

**SCOPE OF WORK RELATED TO SPECIFIC INFORMATION & BID EVALUATION**

**CRITERIA**

## SCOPE OF WORK RELATED SPECIFIC INFORMATION

### 4.1. Background:

The Mahatma Phule Backward Class Development Corporation Ltd is set up by the Govt. of Maharashtra as on 10th July 1978 for the economic upliftment of scheduled Castes and Nav- Buddhas MPBCDC LTD is known for its pioneering & innovative welfare- oriented programs & schemes for the backward class communities. Mahatma Phule Renewable Energy and Infrastructure Technology Ltd. (MAHAPREIT) a subsidiary company of Mahatma Phule Backward Class Development Corporation Ltd is incorporated under the Company's Act 2013(18of 2013) on 12/04/2021.

MAHAPREIT aims to deal in climate change issues in accordance with Ministry of New and Renewable Energy (MNRE) schemes/policies or Ministry of Power or any such department of Govt. of India (GoI) and its PSU/companies and allied activities required for such business. The company undertake task of socio-economic and educational upliftment of the Scheduled Castes, and Backward classes in the State of Maharashtra and implement schemes and programs of any department or agency of such department of Govt. of India (GoI) and its agencies and Govt. of Maharashtra (GoM) for All entrepreneurship and skill development to achieve or fulfil any objects of this company including but not limited to forward back linkage integration, setting up of business by start-ups of weaker and schedule caste persons and making them available funding , financing and accounting systems , secretarial practices and audit supports system, legal frame work and all incubation support ecosystem to make them self-sustainable entities or groups of entrepreneurs or companies.

MAHAPREIT has signed Memorandum of Understanding with Government of Goa on 07/02/2024 for development of following projects:

- Rooftop solar PV systems on government buildings in Goa
- Ground mounted solar under PM- KUSUM Scheme
- Implementation of EV charging stations in Goa.
- Solar Thermal applications and services for Energy efficiency

Subsequently,

Under this proposal, MAHAPREIT proposes to implement the project on PPA mode wherein MAHAPREIT will make investment in the project and operation and maintenance will be carried out for next 25years. PPA will be executed between MAHAPREIT and EDG.

Some of the key points of the project are as follows:

Sr. No.	Activity	Project Capacity
1	Rooftop Solar Project on government buildings in Goa	30 MW
2	Electric Vehicle Charging Stations in Goa	30 sites

## **4.2. SCOPE OF WORK:**

The scope of work for the project are as follows:

### **4.2.1. DPR Preparation Stage:**

Preparation of DPR considering Goa Energy Development Agency (GEDA)/ Electricity Department Goa (EDG)/ Government of Goa guidelines, for design, engineering, procurement, supply, development, construction, erection, commissioning etc. for:

- A) 30 MW Rooftop Solar on buildings under Government of Goa.
- B) Installation of EV Charging Stations at 30 Locations in Goa considering following aspects:
  - i. Assessment of the public buildings Solarization opportunities with and without battery backup system.
  - ii. Validation of EV charging systems for up to 30 sites.
  - iii. The DPR should include a detailed scope of work, project timeline, budget estimates, and resource requirements. It should also identify major costs, risks, and strategies to mitigate them, as well as revenue streams anticipated during the development and operation of the projects.
  - iv. Estimation of the costing /value / quantum of the project along with financial modelling to assess the financial feasibility of the projects.
  - v. The DPR should consider the integration of renewable energy sources, such as rooftop solar, ground-mounted solar, and other renewable energy technologies, for designing and estimation.
  - vi. The successful bidder may need to travel to the site locations during the DPR preparation stage to conduct detailed site surveys and assessments for each project component.
  - vii. Develop detailed project reports (DPRs) for each component, outlining system design, equipment specifications, project schedule, and cost estimates.
  - viii. Include risk assessment, mitigation strategies, and compliance requirements in the DPRs to ensure that the projects are executed smoothly and meet all regulatory standards.
  - ix. Include Revenue generation and cash flow of the project
  - x. Set up a project management office at Goa dedicated to MAHAPREIT and GEDA collaborative activity including deployment of a project manager and to analyst at least for a period of 12 months.
  - v. Facilitate project development in the following areas on an immediate basis:
    - vi. Develop bidding documents for validation of MAHAPREIT and GEDA; complete bid process management including launch of expression of interest process, shortlisting of the intended infrastructure developer, assisting in contract analyzation as needed by government



department, facilitating launch of the project implementation on the ground on and expeditious basis.

- vii. Set up systems to support routing evolutions of the project that are being implemented including setting up of management information system (MIS) for a transfer transparent project implementation process.

#### **4.2.2. Bid Advisory Service**

##### **4.2.2.1. Project and Design Specification Finalization:**

- i. Finalization of concept plan/ layout in consultation with MAHAPREIT.
- ii. Preparation of Concept Presentation to MAHAPREIT management.
- iii. Topographical survey and geotechnical investigations.
- iv. Preparation of structural design, and drawings as per approved layout/ conceptual plan.
- v. Develop specifications of electrical equipment for Solar Rooftop and EV Charging Stations.
- vi. Preparing rooftop, Ground mounted solar PV and EV Charging Stations design and installation plan for the site
- vii. Preparing rooftop solar PV design and installation plan for the site.
- viii. Preparation of detailed estimates, BOQ, tender drawings, tender documents along with tender conditions, specifications, and their approvals for calling tenders.
- ix. Prepare implementation and commissioning plan in consultation with MAHAPREIT.
- x. Ensure compliance with relevant national and state-level policies, regulations, and technical standards
- xi. Any other design, engineering drawing, drawings etc. not mentioned above and required to be published with RFP documents for prospective bidders.
- xii. Participating in discussions on deals with potential investors/lenders, wherever required, along with or behalf of the grant awardee; structuring and closing term sheets

Coordinating with beneficiaries on their impact self-reporting initiatives, collating individual reports for overall program reporting to funder as per pre-determined KPIs for CPI; coordinating with the funders' Monitoring, Learning & Evaluation (MLE) team and their designated agencies for funders' impact assessments, wherever required.

**4.2.2.2. Preparation of Bid documents comprising the following**

- i. Suggestion & finalization of Qualification Requirement (QRs) including Technical and Financial criteria for selection of vendor, considering government guidelines.
- ii. Preparation & Finalization Request for Qualification (RFQ) and Request of Proposal (RFP) Documents.
- iii. Finalization of bidding Schedule/Timelines.
- iv. Finalization of evaluation criteria in consultation with MAHAPREIT.

**4.2.2.3. Invitation of bids:**

- i. Fixing up the bid document fees, Bid Bond (EMD)/ and Performance Bond/Security value etc. inviting bids, NIT publication, Uploading on MPBDC/MAHAPREIT/GOVT. websites.
- ii. Arranging Pre bid conference and furnishing clarifications to the prospective bidders Organizing Bid opening and preparing bid opening statement etc.
- iii. Preparing Preliminary Evaluation Report for the review of MAHAPREIT management.

**4.2.2.4. Placement of award / conclusion of Contract Agreement:**

- i. Detailed evaluation report of the bids received.
- ii. Submitting recommendations to the MAHAPREIT management
- iii. Pre -award discussions, if needed.
- iv. Issuance of Letter of Award (LoA) to the successful bidder after approval from MAHAPREIT management.
- v. Preparation and Conclusion of Contract Agreement with the successful bidder.

**4.2.2.5. Pre-Installation stage:**

- i. Preparation of execution plan (including necessary approvals), Financial and revenue sharing model.
- ii. Preparation of external and internal electrification layouts and calculation of total requirement of electric load for the complex under construction.
- iii. Assist MAHAPREIT for obtaining statutory approvals/ sanctions from the relevant authorities such as local body, State Govt., GEDA, Electricity Board (EDG), Revenue Department, Fire Department, Local Authorities, etc. wherever required. PMA shall coordinate and file all papers /applications (wherever required, MAHAPREIT officials will sign relevant papers) on behalf of MAHAPREIT. MAHAPREIT may provide administrative support,

- however, it will be PMA's duty to follow up with the concerned departments expeditiously.
- iv. Preparation of various documents/ plans required for obtaining statutory approvals/ sanctions.
  - v. Necessary statutory or approval charges shall be borne by MAHAPREIT.
  - vi. Obtain clearances related to commencement, execution and operation related to the development of this facility.

#### **4.2.3. Project Management:**

##### **4.2.3.1. Project Management of site which includes:**

- i. Project implementation scheduling and monitoring to ensure timely completion of the work.
- ii. Submission of monthly progress report detailing the physical progress of work.
- iii. Quality Assurance Plan (QAP), Quality Management Plan (QMP) and Project Monitoring, i.e. PERT/CPM/MS Projects sheet, with milestones.
- iv. Deploy adequate and competent manpower at project site to ensure quality control at contractor's premises / projects location.
- v. Maintenance of site records as per the rules and regulations of Government, CVC, internal vigilance and other instructions as received from time to time.
- vi. Inspection of Project sites by the Supervisory Engineers & Project Coordinators of suitable level as per the PMA guidelines at planned intervals, along with recording of observations in the **Site Order Book &** other important registers, including issue of inspection notes for observations recorded during their visits of project sites, for compliance and information.
- vii. Monitoring and ensuring safety norms being followed at all the times at site.
- viii. Certification of contractor's bills as per extant norms, including recording of test checks as per the PMA guidelines.
- ix. Monitoring of adherence by the contractor to the time schedules, various labour laws, safety regulations, insurance policy and any other statutory requirements, supervision and inspection of work during the construction period.
- x. Supervision and inspection of site work during the project implementation and Defect Liability Period.
- xi. Intimate MAHAPREIT as and when decision, joint inspection is required to be made on behalf of MAHAPREIT.

- xii. Issue of work completion certificate after successful completion of work in parts or full, after the joint survey by MAHAPREIT, PMA and Contractor.
- xiii. Coordination and liaison with various outside agencies and officials of MAHAPREIT for expeditious and hindrance free / smooth execution of work.

#### **4.2.3.2. Compliance Management:**

- i. Maintain all documents, clearances required for various compliances, licenses, approvals and sanctions.
- ii. Liaison with various government or other organizations for availing financial assistance in the form of grants/ subsidy/ incentives etc.
- iii. Liaison with various government authorities like GEDA, , DISCOM/EDG and other relevant authorities required for smooth execution and operation of the project.
- iv. Liaison with DISCOM/EDG for solar grid connection related permissions.
- v. Prepare and submit all necessary replies, compliances and justification to various department (s) as and when required.
- vi. Assist MAHAPREIT in arbitration and litigation cases, if need arises out of contracts entered into by MAHAPREIT with other related agencies/ contractor.
- vii. Assist MAHAPREIT to obtain statutory approvals from relevant authorities and coordinate and file all papers/applications on behalf of MAHAPREIT.
- viii. Provide technical data from site as and when required.
- ix. Provide clarification to various technical/commercial points during execution of work.
- x. Submit completion plan & as-built drawings (two sets) on completion of the project (with necessary report).

#### **4.2.3.3. Performance, testing and commissioning:**

##### **A) SOPs and Operation Plans:**

- i. Prepare Standard Operating Procedures for various equipment including protocol and troubleshooting plans.
- ii. Prepare escalation matrix for fault and error reporting.

##### **B) Performance Tests and System Commissioning**

Checking of completion plan and commission of works as per specification including following:

- i. Commissioning of solar PV systems
- ii. Testing for current, Voltage, Earthling, lightening arrester.
- iii. Measurements of insulation resistance values of HT & LT Electrical System.

- iv. Measuring earth resistance values for all the earthing equipment.
- v. Final performance test i.e power generation, working performance, current voltage level and all other required tests.
- vi. Issue of test certificates and field test condition report.
- vii. Availability of operation maintenance services.
- viii. Liaising with concern statutory authorities as and when required for approval in connection with completion & operation of the project.
- ix. Seasonal performance testing for maintenance of specified temperature of refrigeration system for all seasons.

### **4.3. QUALIFICATION REQUIREMENTS OF THE BIDDER**

**4.3.1.** Firms/Companies (hereinafter referred as bidder). The Bidder shall furnish documentary evidence along with bid to establish that it fulfills the following Minimum Qualifying Requirements (MQR).

#### **Prequalification Criteria**

- Should have undertaker projects of similar nature and scale to meet the desired requirement of the projects
- Should have financial capability to undertake the project and deploy full time staff during the project period
- Staff allocated to the assignment should have engineering policy, GIS and business knowledge. Specifically, the team should be possess demonstrated experience in implementing projects related to the centralized solar plants electric vehicles charging infrastructure and deeper understanding of the developmental projects and rural development
- Should have an established presence of staff operating from the state of Goa for the past 1 year or more or
- Staff positions are allocated should you have knowledge of local languages (Kokani and Marathi) given the emphasis engagement with the local communities.
- Should have strength of resolve arranging finance support bond service preferably with international and reputed National organizations

Shall have office in Goa or experts working from Goa

#### **4.3.2. Technical Qualification of PMA**

Sr. No.	Criteria	Description
1	Technical Criteria	<ol style="list-style-type: none"> <li>1. Should have undertake projects of similar nature and scale to meet the desired requirements of the project.</li> <li>2. Staff allocated for the project should have expertise in the field of engineering, policy, GIS and business knowledge.</li> <li>3. Team should possess demonstrated experience in implementing projects related to decentralized solar power plants, electric vehicle charging infrastructure and deeper understanding of the developmental projects and rural development expertise.</li> <li>4. Agency shall have carried out or should be associated with at least one assignment with any of the government or government undertaking agencies in the state of Goa.</li> <li>5. Shall have an established presence of staff operating from the state of Goa for the past one year or more.</li> <li>6. Staff shall be well versed with local languages i.e. Konkani, Marathi given the emphasis on engagement</li> </ol>
2	Financial Criteria	<ol style="list-style-type: none"> <li>i. Average Annual Turnover of Rs 2.5 Crores with positive Net worth during preceding any three years i.e. FY, 2020-21, 2021-22 &amp; 2022-23 and shall submit Audited Financial Report / balance sheet /Turnover and Net-worth certificate duly certified by Chartered Account (CA).</li> </ol>

- i. Financial of only those bidders, who meets the above criteria after evaluation, will be opened on the suitable date. Bids will be evaluated to determine the score obtained by each bidder. Financial Proposal of those of only technically qualified bidders shall be opened.
- ii. The experience of the Bidder shall be considered only for the project where Contracts completion Certificates has been issued. This is to be evidenced by enclosing.
  - viii. A copy of Letter of Award / Contract Agreement issued to the bidder towards providing services to the Procurer / Utility / Sponsoring Authority/CV/Experience certificate of Staff, Experts etc.

- ix. A copy of letter issued by Procurer / Utility / Sponsoring Authority / Certificate of Completion or any other document for evidencing completion of assignment.

Note: Bidder may please note that the Contract Agreement issued for providing PMA services with completion Certificates for a specific project will only be considered. Any other Letter of Award or Contract Agreement for providing advisory services without mentioning specific project shall not be considered for the purpose of meeting the requirement under this criterion.

#### **4.3.3. Other Specific Conditions:**

Following criteria are applicable to this tender.

- i. Bidder should have registered office in India.
- ii. Notwithstanding anything stated above, the MAHAPREIT reserves the right to verify and assess the Bidder's capability and capacity to perform the works and such decision of the MAHAPREIT cannot be questioned.
- iii. The Bidder does not anticipate change in the ownership during the validity of this bid (If such change is anticipated, the scope and effect thereof shall be defined).
- iv. The bidder should not be blacklisted by any Central or State Government or Public sector undertaking in India or Any Other Entity.
- v. The Bidder shall submit copies of PAN & GST Registration.
- vi. Bids submitted by those bidders without the necessary details of their qualifying criteria along with documentary evidence in support of their claim shall be rejected.
- vii. The bid documents submitted shall be the property of the MAHAPREIT.
- viii. Bids shall be submitted for the complete scope of work as envisaged and bid submitted for partial scope of work shall be rejected.
- ix. MAHAPREIT does not bind itself to accept the lowest or any of the bids. MAHAPREIT also reserves the right to reject any bid (partly or fully) or all bids without assigning any reasons.

#### **4.4. EVALUATION METHOD:**

Technically qualified bidder bidding minimum % of total project cost as PMA charges will be termed as **L1**.

#### **4.5. OPENING OF FINANCIAL PROPOSAL.**

Financial Proposal of responsive bidders who are found acceptable on scrutiny of technical contents and satisfy the criteria for evaluation will be opened in the presence of authorized representative of concerned bidders who may wish to remain present. The date and venue of opening of financial proposal will be conveyed to qualified bidders. Financial proposal with any counter conditions or ambiguous remarks shall be rejected.

**4.6. DOCUMENTS COMPRISING THE BID:**

- i. The Technical Bid, the Price Bid and Support Documents.
- ii. Latest revision of Bid Specification published by the MAHAPREIT.
- iii. Documentary evidence in accordance with Qualifying Requirement
- iv. Bid security (EMD) in the form of Demand Draft
- v. Tender fee in the form of Demand Draft
- vi. All Annexures.

**4.7. OPENING OF BIDS**

- i. The Technical Bid opening will be at the specified time. The evaluation committee would first check the payment of EMD. Non-submission of EMD would be considered as the basis for rejection of the Bid.
- ii. The evaluation committee will then refer the submitted documents for a detailed scrutiny.
- iii. Financial bids of only those bidders, who meets the above criteria after evaluation, will be opened on the suitable date.
- iv. The Price Bids shall be opened at the notified time and date in the presence of the qualified bidders who choose to be present.

**4.8. POST BIDDING CORRESPONDENCE:**

The bidder should note that no correspondence shall be entertained or considered after the due date and time of submission of bids unless otherwise sought by MAHAPREIT.



#### **4.9. ACCEPTANCE OF BIDS**

MAHAPREIT reserves the right to accept/reject any bid in part or in full or all the bids without assigning any reasons thereof.

#### **4.10. NOTIFICATION OF AWARD OF CONTRACT:**

The notification of award of contract shall be communicated to the successful bidder by Letter of Award (LOA) by Registered Post/ Air mail or hand delivery or Fax or Courier as the purchaser deems fit. In case of issuance of LOA by fax the same shall be followed by letter of confirmation by Registered Post/ Air Mail. The contract shall be considered as having come into force from the date of issue of Letter of Award by the MAHAPREIT. This date will be called as the effective date of contract.

#### **4.11. SIGNING OF CONTRACT**

The successful Bidder shall have to furnish acceptance of Letter of Award within 10 calendar days from the date of issue of Letter of Award. The successful bidder shall have to sign a formal contract agreement with the MAHAPREIT within 15 calendar days from the date of issue of Letter of Award. Under certain circumstances, the MAHAPREIT may give extension of time for signing of contract.

**4.12.** All charges for preparing the contract documents including legal fee, stamp fee etc. shall be borne by the successful bidder.

**4.13.** If the successful Bidder fails to sign contract, the same shall constitute sufficient ground for the annulment of the award of consultancy work and also the forfeiture of the bid security.

#### **4.14. PERFORMANCE GUARANTEE**

The bidder shall be required to submit a contract performance security of 5% of contract value ("Contract value" shall mean the price payable to the Successful Bidder for full and proper performance of its contractual obligations) in the form of Bank Guarantee from Indian Nationalized Bank in favour of "**Mahatma Phule**

**Renewable Energy and Infrastructure Technology Limited” payable at Mumbai.** The proceeds of the performance guarantee shall be payable to the MAHAPREIT as compensation for any loss resulting from the Bidder’s failure to complete his obligations under the contract. The performance guarantee shall be returned within a period of 6 months after successful completion of consultant’s obligations under the contract.

**4.15. SECURITY DEPOSIT:**

- i) Security deposit @5% (Five Percent) shall be deducted from each running bill of the consultant and same will be released after satisfactorily completion of maintenance period of the project or Defect Liability Period whichever is later.

**SECTION - V**

**OTHER INSTRUCTION TO BIDDER**

### 5.1. TIME SCHEDULE:

The selected bidder is expected to adhere to the following schedule of delivery of project milestones:

Sr.No	Milestone	Duration from issue of LoA to PMA
1	Submission of Bank Guarantee by successful bidder	15 days
2	Submission on final DPR and financial model after incorporating all comments/ observations from MAHAPREIT	30 days
3	Publishing of tenders (RFP) on MAHAPREIT/ Goa govt. website	60 days
4	Bid Evaluation and award of contract to successful bidder(s)	90 days
5	Project Management until Commissioning of the Project	360 days
6	Training, SOP preparation, along with submission of all relevant documents as per deliverables in Scope of Work	360 days

- x. However above timeline may change as per directives of Competent Authority. Bidder shall submit progress report on every 5<sup>th</sup> day of each Month. Penalty applicable as per **Clause 3.22** mentioned in bid document.

5.2. MAHAPREIT will issue the work note of each milestone mentioning the timeline or period of work completion. Any delay in completing assigned work will attract penalty as mentioned in Bid document.

5.3. The Bidder will be required to submit two sets of hard copies and a soft copy of each deliverable in the scope of work.

### 5.4. DEVIATIONS

No deviations will be accepted. Bid with any technical or financial deviation shall be summarily rejected.

### 5.5. TERMS OF PAYMENTS

The payment will be released to the bidders as per following payment schedule:

The appointed PMA will prepare the DPR and assist MAHAPREIT to appoint contractor for on-site implementation of the project. The stages of payment by MAHAPREIT in percentage of discovered cost of EPC contract; are as follows:

<b>Sr. No.</b>	<b>Payment Milestone</b>	<b>Payment to be made</b>
1	Preparation and finalization of DPR, Detailed physical and drone survey, preparation of conceptual & detailed plans, structural design, detailed drawings, and work execution plan , as per requirements, detailed estimates, BOQ technical specification, special conditions of tender and tender document etc as per requirements and issue of <b>Letter of Award</b> to on-site contractor.	50%
2	Payment on pro-rata basis during execution of work(s) on certified gross amount of contractor's bill, etc, for Project Management Advisory.	40%
3	On-site commissioning of Rooftop solar projects and EV charging stations at various locations in Goa with all statutory permissions and compliances and training; Issue of completion certificate of the project after its successful installation, commissioning and performance test report.	10%
4	6 months from the date of commencement of commercial operation	Return of PBG
5	Completion of Defect Liability Period	Return of Security Deposit

#### **5.6. TAXES AND DUTIES**

The Bidder shall be liable and responsible for payment of all Income Tax and all other taxes, which may be levied on the Compensation, or any other professional fees received from the MAHAPREIT under the terms of this tender and shall keep the MAHAPREIT harmless against any claim / liabilities and outgoing in this behalf.

#### **5.7. INSURANCE**

The Bidder shall be liable to take/maintain comprehensive insurance for their personnel associated with this job at their own cost. The details of the same shall be furnished to the MAHAPREIT LTD.

#### **5.8. RESPONSIBILITY AND OBLIGATIONS OF BIDDER**

- i. The Bidder shall be required to render detailed services which are necessary for satisfactory completion of all the areas of the projects in totality.
- ii. The Bidder shall be fully responsible for operability, maintainability and reliability of services provided by him.
- iii. The Bidder shall be fully responsible for the collection of all data to enable him to provide the PMA service.
- iv. The MAHAPREIT reserves the right to review the work performed by the Bidder, ask for any clarifications and changes / modifications to the work performed by him. Such changes shall be mutually discussed and agreed between the MAHAPREIT and Bidder and the same shall be incorporated by the Bidder in his work without any cost liability to the MAHAPREIT and without any dilution of the responsibility of the Bidder.
- v. The Bidder shall himself be responsible to collect whatever needed information from the MAHAPREIT at the appropriate stage of his work, for considering the same for his further work / services and / or coordination.
- vi. The Bidder shall be responsible to pursue, expedite and ensure timely submission of all data and documents.
- vii. The Bidder acknowledges that all plans, design calculations, studies, data, maps, drawings, and specifications prepared by the Bidder in connection with the Project is property of the MAHAPREIT and the same shall be handed over to the MAHAPREIT as and when requested by the MAHAPREIT or upon termination of the Agreement or upon completion of provision of the Services.
- viii. The Bidder shall not prepare article(s) or photograph(s) for publication or speeches about the Services without the prior written consent of MAHAPREIT.
- ix. The Bidder shall be the employer of all the personnel engaged directly or indirectly in rendering the Services under the Contract Agreement.

- x. This RFP does not and shall not be construed to create any employer-employee or principal- agent relationship between the MAHAPREIT and any employees, representatives and personnel engaged by the PMA Firm in the performance of Services.
- xi. The Bidder shall be responsible for payment of all or any expenses including, without limitation, all amounts payable towards pension, annuity, or employment compensation, or any other payment to be made under the Applicable Indian Law and/or otherwise to the professionals, technicians or workmen employed and/or contracted in relation to the provision of Services under the Agreement.
- xii. The Bidder shall defend, hold harmless and indemnify the MAHAPREIT against all or any labour claims or other law suits or proceedings, including those arising out of any accident that occur during or in relation to the Services as may be filed against the MAHAPREIT for any reason whatsoever and irrespective of the time should have lapsed, assuming full responsibility for the payment of indemnification, penalties, attorneys' fees, legal costs and other charges, if any.
- xiii. The Bidder shall comply within a timely manner all the obligations under the Applicable Indian Law including the laws relating to workmen, technicians, contract-labour, contractors, and other personnel involved in the provision of the Services.
- xiv. The Bidder shall be acquainted with the all the statutory requirements, Electrical laws, Indian Environment and Health and Safety laws as applicable for the project.
- xv. The Bidder shall make available all related information, data, design calculations, working sheets and copy of relevant standards & codes and shall transfer the relevant technical information of the project.

## **5.9. CONFIDENTIALITY**

- i. All plans, design calculations, studies, data, maps, drawings and specifications prepared by the Bidder in connection with the services to be provided by the PMA under the Contract shall be the property of the Owner. As and when required or upon termination of the contract, the aforesaid documents, prepared specifically for this project (including originals) shall be handed over to the Owner.
- ii. The Bidder shall take all necessary steps to ensure confidential handling of all matters pertaining to plans, designs, drawings, specifications, method, and any other information developed or acquired by him from the MAHAPREIT under terms of the Contract.

#### **5.10. PROGRESS REPORT**

- i. The Bidder shall submit Progress Report on the status of work entrusted to him periodically i.e. monthly as mentioned or as may be mutually agreed upon bringing out the details of works completed, works in hand, bottlenecks, if any, and efforts being made to improve upon the time schedule.
- ii. The PMA shall also be called to make presentation on the various activities in respect of the project as and when required by MAHAPREIT without any additional cost.
- iii. The copyrights of all documents provided by the Bidder and the documents provided by the MAHAPREIT to the Bidder for reviewing in the performance of the Agreement shall at all stages be the property of the MAHAPREIT and while in the custody of the Bidder, shall be fully available to the MAHAPREIT and its duly authorized representatives. On completion of the provision of the Services, all drawings, documents etc. in relation to the Project shall be delivered/handed over by the Consultant to the MAHAPREIT.

#### **5.11. JURISDICTION OF THE CONTRACT**



The laws applicable to this contract shall be the laws in force in India. The courts of **Mumbai**, India shall have exclusive jurisdiction in all matters arising under or on account of this contract.

#### **5.12. WARRANTY AND LIABILITY OF THE BIDDER**

- i.** Notwithstanding anything contained in this RFP, the Bidder agrees that they shall be liable for any defect/inadequacy/errors/inability/non-competency etc. in relation to the performance of the Services which are not in accordance to the good industry practices or the provisions of this RFP. In such case, MAHAPREIT may penalize consultant to the extent limited to 10% of the contract value other than the L.D. and MAHAPREIT may also enforce the clause No.5.18 of this section in this regard.
- ii.** Defect Liability Period (DLP) shall be normally one year after the handing over of site or issue of successful work completion certificate, whichever is earlier.
- iii.** The Bidder shall be further liable for the any consequence of errors and omissions arising from the gross negligence on his part or on the part of his employees to the extent limited to 10% of the contract value.

#### **5.13. INDEMNITY**

The Parties hereto agree that the Bidder shall indemnify and defend the MAHAPREIT and its representatives and employees, and hold the Owner, its representatives, employees harmless from:

- i.** Damages and losses caused by its negligent or intentional act or omission, or any damages and losses caused by the negligent act of any third party or sub-contractor or agency engaged by consultant.
- ii.** Damages and losses resulting from the non-compliance with the obligations established hereunder.

- iii. Any environmental damages caused by it and/or its representatives or employees or employees of any third party or sub-contractor or agency engaged by PMA.
- iv. Breach (either directly by it or through its representatives and/or employees) of any representation and warranty declared herein by it;
- v. From all claims, actions, suits, proceedings, taxes, duties, levies, costs, expenses, damages and liabilities, including attorneys' fees, arising out of, connected with, or resulting from or arising in relation to this RFP due to neglect, omission or intentional act of PMA Services

#### **5.14. LIQUIDATED DAMAGES**

5.14.1. The liquidated damages shall stand recoverable from progressive amount payable to the consultant no sooner it becomes due in case any items of work have remained incomplete beyond the schedule completion period irrespective of the fact on whose account such delay has taken place. This amount so recovered from the Bidder shall be reimbursed if, after completion of all works, it is satisfactorily demonstrated to the MAHAPREIT that such delay had occurred due to no fault of the Bidder.

5.14.2. Likewise, any amount due to the MAHAPREIT due to defect / inadequacy / errors etc. on the part of the consultant shall stand recoverable from the progressive amount due to the Bidder.

#### **5.15. DEFAULT OF THE MAHAPREIT-**

In the event of the MAHAPREIT: –

- i. Failing to pay to the Bidder the amount due within a period of 120 days.
- ii. Becoming bankrupt or giving formal notice to the Bidder that for unforeseen reasons, it is impossible for the MAHAPREIT to continue to meet its contractual obligations.

iii. Then the Bidder shall be entitled to terminate his employment under the contract after giving 30 days prior notice in writing to the Owner.

**5.16.** In the event of such termination, after scrutiny and approval the MAHAPREIT shall pay to the Bidder the amount of any loss or damage to the consultant arising out of or in connection with such termination, based on documentary evidence to be furnished by the consultant.

**5.17.** If the MAHAPREIT is of the opinion that the Bidder is not rendering the Services in accordance with the Good Industry Practices, due diligence or expedition or refuses or neglects to comply with any reasonable orders given to him in writing, the MAHAPREIT may give a notice in writing to the Bidder to make good the failure, neglect, or contravention.

**5.18. DEFAULT of BIDDER:**

If the Bidder fails to make good the failure, neglect or contravention within 20 (twenty) days from the date of serving such a notice, the MAHAPREIT may without prejudice to any other rights under this RFP, direct the Bidder not to render such Services and get such Services done by other agencies at the risk and cost of the Bidder. MAHAPREIT in such event, shall be entitled to retain and apply any balance, which may otherwise be due to the Bidder for the payment of cost of executing the said part of the Services taken out of its scope of Services. If the cost of executing the said part of the Services or of completing the Services exceeds the balance due to the Bidder, the Bidder shall pay such excess. If bidder fails to pay such excess, same shall be recovered through encashment of the Performance Bank Guarantees submitted by the bidder.

**5.19. FORCE MAJEURE:**

Force Majeure Event : The Parties hereto agree that a Force Majeure Event shall mean any unforeseeable act or event that prevents the affected Party from performing its obligations under this Agreement or complying with any conditions required by the other Party under this RFP and such act or even is beyond the reasonable control and not because of any fault of the affected Party

and such Party has been unable to avoid such an act or event by the exercise of prudent foresight and due diligence.

Without prejudice to the foregoing, the Parties hereto agree that the occurrence of any of the events shall also be deemed to be a Force Majeure Event:

- i. War and other hostilities whether war to be declared or not), invasion, act of foreign enemies, mobilization, requisition or embargo that directly impacts the provision of services by the Bidder under the Agreement.
- ii. Rebellion, revolution, insurrection, military or usurped power and civil war that directly impacts the provision of services by the Bidder under the Agreement.
- iii. Riot, civil commotion, terrorism, or disorder that directly impacts the provision of services by the Bidder under the Agreement.
- iv. Pestilence, epidemics, inclement weather causing floods or lightning or cyclone, typhoon, or earthquake and which directly impacts the provision of services by the Bidder under the Agreement.

5.19.1. The Parties hereto agree that the following events are explicitly excluded from and do not constitute a Force Majeure Event and is solely the responsibility of the affected Party.

- i. Strikes, collective bargaining agreements of either Party resulting in delay in the provision of Services or stoppage of work; or
- ii. Labor disputes of any kind; or
- iii. Economic hardship; or
- iv. Any act, event, or occurrence listed above or asserted as a Force Majeure Event that results materially from the negligence or intentional acts of the affected Party.

## **5.20. MUTUAL DISCUSSIONS**

In the event of a dispute or difference of any kind whatsoever shall arise between the Parties in connection with or arising out of this Agreement or the breach, termination or validity hereof, the Parties shall endeavor to resolve such dispute

in good faith in the first instance within 30 (thirty) days of the notice of such a dispute by mutual discussions between the Parties.

#### **5.21. ARBITRATION**

In the event of failure to resolve dispute/ differences related to Contract/Agreement and relating to interpretation of the clauses therein the parties are hereby agreed for its resolution / Adjudication etc. by referring it to the **Institutional Arbitration** established /recognized by the State Govt/Central Govt. and the dispute can be get resolved within the framework of the **Arbitration Act 2015** and in terms of rules and regulations of such institutional arbitration such as **Mumbai** center of Arbitration etc.

#### **5.22. TERMINATION OF CONTRACT**

The MAHAPREIT may by giving not less than thirty (30) days written notice of termination to the Bidder, terminate this Agreement upon the occurrence of any of the events specified in paragraphs (a) through (e) below: -

- a. If the Bidder fails to remedy a failure in the performance of his obligations hereunder, as specified in a notice of suspension pursuant thereof, within thirty (30) days of receipt of such notice of suspension or within such further period as the MAHAPREIT may have subsequently approved in writing or
- b. If the Bidder becomes insolvent or bankrupt or enter into any agreement with his creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary; or
- c. If MAHAPREIT found that the bidder has provided the false & wrong information while bid submission; or
- d. If the Bidder submits to the MAHAPREIT a statement which has an effect on the rights, obligations or interests of the MAHAPREIT and/or which the Bidder knows to be false; or

e. If as the result of a Force Majeure Event, the Bidder is unable to perform the Services for a period of not less than sixty (60) days, or  
If MAHAPREIT found any defect/inadequacy/errors/inability/non-competency etc. in the Bidder in relation to the performance of the Services which are not in accordance to the Good Industry Practices or the provisions of this RFP, or  
If the MAHAPREIT, in its own discretion and for any reason whatsoever, decides to terminate this Agreement.

## **ANNEXURES**

## 1.0 CHECK LIST

We confirm that we have gone through the bid document and as instructed therein we hereby submit the following documents to form the bid.

SN.	Name of the document	Annexure	Nature of document	Whether submitted Yes/No.
<b>Pertaining to TECHNICAL PART of bid specification</b>				
1	General Financial & Commercial Particulars of Bidder (Annexure 1)	1	Mandatory	
2	Technical Qualification Data (Annexure 2)	2	Mandatory	
3	Power of Attorney to be provided by the Bidding Company in favor of its representative as evidence of Authorized Signatory's authority along with Board resolution / power of attorney, in favor of the person executing this power of attorney for delegation of power hereunder on behalf of the executant(s) (Annexure 3)	3	If Applicable	
5	Proforma for undertaking by authorized Indian representative. (To be submitted on the letter head of the Indian Representative) ( Annexure 5)	5	If Applicable,	
6	Undertaking	7	Mandatory	
7	Format of Covering Letter	8	Mandatory	
8	Draft Contract Agreement	9	For reference	
<b>Pertaining to Commercial Part</b>				
8	Price Schedule (ANNEXURE 6)	6	<b>Sealed Envelope II</b>	



**ANNEXURE 1:**  
**GENERAL, FINANCIAL & COMMERCIAL PARTICULARS**

**(To be submitted by Bidder on their Letter Head)**

1. Name of the Bidder :
2. Registered office address :
3. Telephone :
4. E-mail :
5. Nature of business & working experience  
in years in the same business :
6. Person to be contacted :
7. Nature / status of firm :
  - a. (Whether sole proprietary/ :
  - b. Partnership/ Limited Liability/Private Limited/
  - c. Public Limited/ Public Sector)
8. Do you anticipate any change in the : No/Yes
  - a. Ownership during proposed period of  
Work
  - b. If yes, define scope and effect thereof :
9. Financial detail (Enclosed 1 copy each of )
  - a. Balance sheets and profit & loss :  
Account for the past 5 years  
FY 2017-18, 2018-19,19-20, 20-21 &21-22
  - b. Income tax clearance certificate/ ITR  
for past five years. :
  - c. GST Registration certificate :
  - d. Turnover & Net worth certificate for year :  
FY 2018-19,19-20, 20-21, 21-22 and 22-23  
from C.A.
  - e. Company Registration Certificate :

- 10. Share capital at the time of formation :
  - a. Authorized
  - b. Paid-up
  
- 11. Share capital at present :
  - a. Authorized :
  - b. Paid-up
  
- 12. Name & address of bankers :

Certified that the above information is true and factual.

Date:.....

Place:.....

(Signature of the Authorized Representative of Bidder)

Name .....

Designation .....

Seal of Company.....

**ANNEXURE 2:  
TECHNICAL QUALIFICATION DATA  
(To be submitted on letter head of the bidder)**

1. Name of the Bidder:\_\_\_\_\_

Sr No	Project Details	Capacity in MT	Year of completion	Description of PMA Work	Scope of Work	Order details & amount	Experience Certificate Attached Yes / No
1	2	3	4	5	6	7	8

Note :

1. Please attach documentary proof for above listed projects.
2. Regarding Col. No.8 documentary evidence from the client on company letterhead, for satisfactory completion shall be enclosed. The experience without experience certificate shall not be considered for technical qualification. The experience certificate should contain valid communication address & working contact numbers of certificate provider. Certificates without this information will be considered invalid and shall not be considered for technical qualification.
3. Certified that the above information is true and factual.

Date:.....

Place:.....

(Signature of the Authorized Representative of Bidder)

Name .....

Designation .....

Seal of Company.....

**Note :**

All Certificates provided should be in English ONLY. In case the Utility/owner is unable to provide the certificate in English then bidder must submit the English translated copy of the certificate by authorized translator along with the original copy and must submit affidavit on non-judicial stamp paper Rs. 500/- that the information(translation) is true & correct.



**ANNEXURE 3  
POWER OF ATTORNEY**

(to be provided by the bidding company in favor of its representative as evidence of authorized signatory's authority.)

(To be on non-judicial stamp paper of Rs 500/- Foreign companies submitting bids are required to follow the applicable law in their country)

KNOW ALL MEN BY THESE PRESENTS, that we, (Name of the Bidder), a Company/ Corporation/ Firm organized and existing under and by virtue of the laws of (Name of bidder's country) and having its registered office and principal office at [ ] (address of the bidder) do hereby irrevocably constitute, appoint, and authorize -----

(Name and residential address) who is presently employed with us and holding the position of --

-----, as our true and lawful attorneys to do in our name and on our behalf prepare, make, sign and submit the bid proposals and other documents, certificates, undertakings and papers to be executed and delivered by us, and to do all such acts, deeds and things as are necessary or required in relation to the tender issued by the MAHAPREIT vide Bid Specification No ----- for selection of the Project Management Consultancy firm.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said attorneys 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 attorneys in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

**Signed by the within named**

\_\_\_\_\_ [Insert the name of the executant 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

1. Signature.....  
Name .....  
Designation .....  
Occupation .....

2. Signature .....  
Name .....  
Designation .....

**Note:**

**(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 the same should be under common seal of the executant affixed in accordance with the applicable procedure. Further, the person whose signatures are to be provided on the power of attorney shall be duly authorized by the executant(s) in this regard.**

**(2) Also, wherever required, the executant(s) should submit for verification the extract of the chartered documents and documents such as a Board resolution / power of attorney, in favour of the Person executing this power of attorney for delegation of power hereunder on behalf of the executant(s).**

**ANNEXURE 5:  
PROFORMA FOR AUTHORISATION OF INDIAN REPRESENTATIVE**

**(To be submitted on the letter head of the bidder/lead member)**

Date:

To  
The Managing Director,  
B – 501 PINNACLE CORPORATE PARK,  
NEXT TO TRADE CENTER,  
BKC (EAST) MUMBAI 400051  
**Subject:** Notification of invitation of bids date-----

Dear Sir,  
This has reference to the bid proposal No. \_\_\_\_\_ (Bid Reference) \_\_\_\_\_ Date  
\_\_\_\_\_ submitted by us, M/s. (Bidder) \_\_\_\_\_ in response to bid specification No. \_\_\_\_\_ you for  
Selection of Project Management Agency (PMA) Providing Transaction Advisory for Various  
Renewable Energy Projects in the state of Goa  
We, hereby authorize M/s. (Indian Representative) \_\_\_\_\_ as Indian Representative of us for  
the purpose of liaison of the contract and receiving payment thereof, against proposal No.  
(Bid Reference) \_\_\_\_\_ Dated \_\_\_\_\_ on the terms and conditions as are set forth in the  
supply contract to be executed amongst [ ] and MAHAPREIT in accordance with of the Bid  
Specifications, pursuant to the bid being awarded to [ ] .  
Thanking you,

Yours faithfully,

(Signature of the Authorized Signatory of the Bidder)

(Name)

(Designation)

**ANNEXURE 6**  
**PRICE SCHEDULE (PRICE BID):**  
 (To be submitted online Only)

**Name of the project:** Selection of Experienced Project Management Agency (PMA) **Project Management Agency (PMA) Providing Transaction Advisory for Various Renewable Energy Projects in the state of Goa**

**Bid Specification No.** .....

Name of Bidder: \_\_\_\_

S. No.	Description	Consultancy fee as % of Project Cost
1	<b>Project Management Agency (PMA) Providing Transaction Advisory for Various Renewable Energy Projects in the state of Goa</b>	
	<b>Percentage</b>	

Total Percentage in words:.....

**Goods and Service Tax:- (inclusive / Exclusive) \_\_\_\_\_**  
**Percentage of GST \_\_\_\_\_**

We confirm that

1. The above prices will be firm in all respects throughout the period of PMA services and the price is inclusive all of taxes.
2. All Indian applicable Taxes & Duties including Income Tax shall be borne by us.



3. The Prices will remain valid for a period of 120 days from the date of opening of the price bid.
4. The offer submitted is irrevocable and unconditional without any deviations.
5. I/We agree to all the Terms and conditions and accept Scope of Work & terms & conditions as mentioned in the Bid Document and undertake to perform the duties to the satisfaction of the MAHAPREIT.

Date:.....

Place:.....

(Signature of the Authorized Representative of Bidder)

..... Name .....

(Official Address) Designation .....

Seal of Company.....

**ANNEXURE 7**

**UNDERTAKING**

(To be given by the Bidder on the Letter head)

I/We of M/s

.....  
Bidder for **Project Management Agency (PMA) Providing Transaction Advisory for Various Renewable Energy Projects in the state of Goa** with the Executive Director MAHAPREIT, B-501, Pinacple Corporate Business Park BKC(East), Mumbai 400051 do hereby undertake that I/we agree to unconditionally accept all the terms and conditions mentioned in the tender documents.

Further we have noted that after unconditionally accepting the tender conditions in its entirety, it is not permissible to put any remarks/conditions in the Price Bid and the same has been followed in the present case. In case this provision of the tender is found violated at any time after opening of Envelope, I/we agree that the tender shall be summarily rejected and /MAHAPREIT LTD shall, without prejudice to any other right or remedy, be at liberty to forfeit the full said earnest money absolutely.

Signatures of the  
Authorized Person  
(Name of Firm with seal)

**ANNEXURE 8**  
**FORMAT OF COVERING LETTER**  
*(On Letterhead of Firm)*

Date:

To  
The Managing Director,  
B – 501 PINNACLE CORPORATE PARK,  
NEXT TO TRADE CENTER,  
BKC (EAST) MUMBAI 400051

**Sub: Tender for -----**

Dear Sir,

We enclose herewith the Particulars and Details of the Firm, Techno-Commercial bid and price bids in connection with the above assignment.

We also state as follows:

- a. We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.
- b. The prices quoted by us in the price bid are valid for 120 days from the date of opening of price bid. We confirm that this proposal will remain binding upon us.
- c. Prices have been arrived independently without consultation, communication, agreement or understanding (for the purpose of restricting competition) with any competitor.
- d. We agree to bear all costs incurred by us in connection with the preparation and submission of the offer and to bear any further pre-contract costs.
- e. We understand that MAHAPREIT is not bound to accept the lowest or any proposal or to give any reason for award, or for the rejection of any proposal.
- f. I confirm that I have authority of (name of the firm) to submit the proposal and to negotiate on its behalf.

Thank you,  
Signature

(Name of Authorized Signatory) and Membership No. Name of Firm.

.....



**Draft Agreement for Contract**

This Agreement for appointment is entered into on this the \_\_\_\_\_ day of \_\_\_\_\_ 2024, at Mumbai, by  
and between:

Mahatma Phule Renewable Energy and Infrastructure Technology Limited, (MAHAPREIT) subsidiary of MPBCDC, a Government of Maharashtra undertaking and having CIN -U40106MH2021SGC358784 and its registered office at 1-N, Gulmohar Cross Road No 9, JVPD Scheme, Juhu, Mumbai 400049, Maharashtra, India represented by Mr. Prashant Gedam, Designation Executive Director (hereinafter referred to as the “MAHAPREIT which expression shall, unless repugnant to the context or meaning thereof, include its successors and permits assigns) of the FIRST PART;

AND

1. M/s <Name of the Bidder> Having CIN - XXXXXXXXXXX, and its registered office  
....., unless repugnant to the context or meaning thereof, include its  
successors and permitted of the SECOND PART;(Collectively)

**WHEREAS BOTH THE PARTIES TO THE PRESENT AGREEMENT FOR APPOINTMENT HEREBY  
MUTUALLY AGREED TO THE FOLLOWING TERMS OF REFERENCE (TOR):**

**Reference:** 1. e-Tender No. .... dated .....

2. Pre-bid queries dated .....

3. .... LoI no. .... issue dated .....

4. <Name of the bidder> LoI acceptance dated .....

5. <Name of the bidder> Bank Guarantee No .....Dated .....

With reference to the above and vide reference (3) This is an Agreement for Appointment of Project Management Agency (PMA) **Project Management Agency (PMA) Providing Transaction Advisory for Various Renewable Energy Projects in the state of Goa**

Through such appointment you are expected to contribute to MAHAPREIT efforts on For **Class A Bid Advisory Services for Project Management Agency (PMA) Providing Transaction Advisory for Various Renewable Energy Projects in the state of Goa**

**Terms and conditions of the Agreement for Empanelment:**

You have to adhere following Terms and Conditions for this Agreement

**1. SCOPE OF WORK:**

The scope of work for the project are as follows:

**1.1. DPR Preparation Stage:**

**xi. Project Management Agency (PMA) Providing Transaction Advisory for Various Renewable Energy Projects in the state of Goa**

**xii.** The DPR should consider all the major costs, risks and revenue streams, anticipated in development and operation of the facility.

**xiii.** Estimation of the costing /value / quantum of the project along with financial modelling.

**xiv.** DPR should consider renewable energy sources for designing and estimation.

**xv.** The PMA shall need to travel to the site location during the DPR preparation stage.

**1.2. Bid Advisory Service**

**1.2.1. Project and Design Specification Finalization:**

ii. Finalization of concept plan/ layout in consultation with MAHAPREIT.

iii. Preparation of Concept Presentation to MAHAPREIT management.

iv. Topographical survey and geotechnical investigations.

v. Preparation of structural design, and drawings as per approved layout/ conceptual plan.

vi. Develop specifications of electrical equipment for Solar Rooftop and EV Charging Stations.

vii. Preparing rooftop, Ground mounted solar PV and EV Charging Stations design and installation plan for the site

viii. Preparing rooftop solar PV design and installation plan for the site.

ix. Preparation of detailed estimates, BOQ, tender drawings, tender documents along with tender conditions, specifications, and their approvals for calling tenders.

x. Prepare implementation and commissioning plan in consultation with MAHAPREIT.

xi. Ensure compliance with relevant national and state-level policies, regulations, and technical standards

- xii. Any other design, engineering drawing, drawings etc. not mentioned above and required to be published with RFP documents for prospective bidders.
- xiii. Participating in discussions on deals with potential investors/lenders, wherever required, along with or behalf of the grant awardee; structuring and closing term sheets
- xiv. Coordinating with beneficiaries on their impact self-reporting initiatives, collating individual reports for overall program reporting to funder as per pre-determined KPIs for CPI; coordinating with the funders' Monitoring, Learning & Evaluation (MLE) team and their designated agencies for funders' impact assessments, wherever required.

**1.2.2. Preparation of Bid documents comprising the following**

- i. Suggestion & finalization of Qualification Requirement (QRs) including Technical and Financial criteria for selection of vendor, considering government guidelines.
- ii. Preparation & Finalization Request for Qualification (RFQ) and Request of Proposal (RFP) Documents.
- iii. Finalization of bidding Schedule/Timelines.
- iv. Finalization of evaluation criteria in consultation with MAHAPREIT.

**1.2.3. Invitation of bids:**

- i. Fixing up the bid document fees, Bid Bond (EMD)/ and Performance Bond/Security value etc. inviting bids, NIT publication, Uploading on MPBDC/MAHAPREIT/GOVT. websites.
- ii. Arranging Pre bid conference and furnishing clarifications to the prospective bidders Organizing Bid opening and preparing bid opening statement etc.
- iii. Preparing Preliminary Evaluation Report for the review of MAHAPREIT management.

**1.2.4. Placement of award / conclusion of Contract Agreement:**

- i. Detailed evaluation report of the bids received.
- ii. Submitting recommendations to the MAHAPREIT management
- iii. Pre -award discussions, if needed.
- iv. Issuance of Letter of Award (LoA) to the successful bidder after approval from MAHAPREIT management.
- v. Preparation and Conclusion of Contract Agreement with the successful bidder.

### **1.3. Pre-Installation stage:**

- i. Preparation of execution plan (including necessary approvals), Financial and revenue sharing model.
- ii. Preparation of external and internal electrification layouts and calculation of total requirement of electric load for the complex under construction.
- iii. Assist MAHAPREIT for obtaining statutory approvals/ sanctions from the relevant authorities such as local body, State Govt., GEDA, Electricity Board (EDG), Revenue Department, Fire Department, Local Authorities, etc. wherever required. PMA shall coordinate and file all papers /applications (wherever required, MAHAPREIT officials will sign relevant papers) on behalf of MAHAPREIT. MAHAPREIT may provide administrative support, however, it will be PMA's duty to follow up with the concerned departments expeditiously.
- iv. Preparation of various documents/ plans required for obtaining statutory approvals/ sanctions.
- v. Necessary statutory or approval charges shall be borne by MAHAPREIT.
- vi. Obtain clearances related to commencement, execution and operation related to the development of this facility.
- vii.

### **1.4. Project Management:**

#### **1.4.1. Project Management of site which includes:**

- i. Project implementation scheduling and monitoring to ensure timely completion of the work.
- ii. Submission of monthly progress report detailing the physical progress of work.
- iii. Quality Assurance Plan (QAP), Quality Management Plan (QMP) and Project Monitoring, i.e. PERT/CPM/MS Projects sheet, with milestones.
- iv. Deploy adequate and competent manpower at project site to ensure quality control at contractor's premises / projects location.
- v. Maintenance of site records as per the rules and regulations of Government, CVC, internal vigilance and other instructions as received from time to time.
- vi. Inspection of Project sites by the Supervisory Engineers & Project Coordinators of suitable level as per the PMC guidelines at planned intervals, along with recording of observations in the Site Order Book & other important registers, including issue of



- inspection notes for observations recorded during their visits of project sites, for compliance and information.
- vii. Monitoring and ensuring safety norms being followed at all the times at site.
  - viii. Certification of contractor's bills as per extant norms, including recording of test checks as per the PMA guidelines.
  - ix. Monitoring of adherence by the contractor to the time schedules, various labour laws, safety regulations, insurance policy and any other statutory requirements, supervision and inspection of work during the construction period.
  - x. Supervision and inspection of site work during the project implementation and Defect Liability Period.
  - xi. Intimate MAHAPREIT as and when decision, joint inspection is required to be made on behalf of MAHAPREIT.
  - xii. Issue of work completion certificate after successful completion of work in parts or full, after the joint survey by MAHAPREIT, PMC and Contractor.
  - xiii. Coordination and liaison with various outside agencies and officials of MAHAPREIT for expeditious and hindrance free / smooth execution of work.
  - xiv.

#### **1.4.2. Compliance Management:**

- i. Maintain all documents, clearances required for various compliances, licenses, approvals and sanctions.
- ii. Liaison with various government or other organizations for availing financial assistance in the form of grants/ subsidy/ incentives etc.
- iii. Liaison with various government authorities like GEDA, , DISCOM/EDG and other relevant authorities required for smooth execution and operation of the project.
- iv. Liaison with DISCOM/EDG for solar grid connection related permissions.
- v. Prepare and submit all necessary replies, compliances and justification to various department (s) as and when required.
- vi. Assist MAHAPREIT in arbitration and litigation cases, if need arises out of contracts entered into by MAHAPREIT with other related agencies/ contractor.
- vii. Assist MAHAPREIT to obtain statutory approvals from relevant authorities and coordinate and file all papers/applications on behalf of MAHAPREIT.
- viii. Provide technical data from site as and when required.
- ix. Provide clarification to various technical/commercial points during execution of work.

- x. Submit completion plan & as-built drawings (two sets) on completion of the project (with necessary report).

**1.4.3. Performance, testing and commissioning:**

**C) SOPs and Operation Plans:**

- i. Prepare Standard Operating Procedures for various equipment including protocol and troubleshooting plans.
- ii. Prepare escalation matrix for fault and error reporting.

**D) Performance Tests and System Commissioning**

Checking of completion plan and commission of works as per specification including following:

Commissioning of solar PV systems  
Testing for current, Voltage, Earthing, lightning arrester.  
Measurements of insulation resistance values of HT & LT Electrical System.  
Measuring earth resistance values for all the earthing equipment.  
Final performance test i.e power generation, working performance, current voltage level and all other required tests.  
Issue of test certificates and field test condition report.  
Availability of operation maintenance services.  
Liaising with concern statutory authorities as and when required for approval in connection with completion & operation of the project.  
Seasonal performance testing for maintenance of specified temperature of refrigeration system for all seasons.

**2. Contract Value:**

Value of contract is agreed at .....

**3. Contract Period:**

The effective contract period shall be of 12 months from issue of LoI date.

**4. Terms of Payments:**

The payment will be released to the PMA as per following payment schedule:

The PMA will prepare the DPR and assist MAHAPREIT to appoint contractor for on-site implementation of the project. The amount due towards PMA will be capitalized

to project cost and the payment schedule will commence with the appointment of on-site contractor. The stages of payment by MAHAPREIT are as follows:

Sr. No.	Payment Milestone	Payment to be made
1	Preparation and finalization of DPR, Detailed topographical & contour survey, Geo-Technical investigation, preparation of conceptual & detailed plans, Architectural & structural design, detailed drawings, good for construction drawings, etc, as per requirements, detailed estimates, BOQ technical specification, special conditions of tender and tender document etc as per requirements and issue of <b>Letter of Award</b> to on-site contractor.	50%
2	Payment on pro-rata basis during execution of work(s) on certified gross amount of contractor's bill, etc, for Project Management Consultancy.	40%
3	Project Management Agency (PMA) Providing Transaction Advisory for Rooftop Solar Photovoltaic system under net metering and Electrical Vehicle charging stations in Goa	10%
4	6 months from the date of commencement of commercial operation	Return of PBG
5	Completion of Defect Liability Period	Return of Security Deposit

#### 5. Time Schedule:

The PMA is expected to adhere to the following schedule of delivery of project milestones:

Sr.No	Milestone	Duration from issue of Lol to PMA
1	Issue of work order on submission of Bank Guarantee by successful bidder	15 days
2	Submission on DPR and financial model	30 days
3	Publishing of tenders on MAHAPREIT/ Maharashtra State govt. website	60 days
4	Bid Evaluation and award of contract to successful bidder for site work	90 days
5	Project Management until Commissioning of the facility	450 days

6	Training, SOP preparation, along with submission of all relevant documents as per deliverables in Scope of Work	480 days
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xvi. However above timeline may change as per directives of Competent Authority.

PMA shall submit progress report on every 5<sup>th</sup> day of each Month. Penalty applicable as per **Clause 3.22** mentioned in bid document.

**6. TAXES AND DUTIES**

The PMA shall be liable and responsible for payment of all Income Tax and all other taxes, which may be levied on the Compensation, or any other professional fees received from the MAHAPREIT under the terms of this tender and shall keep the MAHAPREIT harmless against any claim / liabilities and outgoing in this behalf.

**7. INSURANCE**

The PMA shall be liable to take/maintain comprehensive insurance for their personnel associated with this job at their own cost. The details of the same shall be furnished to the MAHAPREIT LTD.

**8. RESPONSIBILITY AND OBLIGATIONS OF BIDDER**

- i. The PMA shall be required to render detailed services which are necessary for satisfactory completion of all the areas of the projects in totality.
- ii. The PMA shall be fully responsible for operability, maintainability and reliability of services provided by him.
- iii. The PMA shall be fully responsible for the collection of all data to enable him to provide the PMA service.
- iv. The MAHAPREIT reserves the right to review the work performed by the Bidder, ask for any clarifications and changes / modifications to the work performed by him. Such changes shall be mutually discussed and agreed between the MAHAPREIT and PMA and the same shall be incorporated by the PMA in his work without any cost liability to the MAHAPREIT and without any dilution of the responsibility of the Bidder.

- v. The PMA shall himself be responsible to collect whatever needed information from the MAHAPREIT at the appropriate stage of his work, for considering the same for his further work / services and / or coordination.
- vi. The PMA shall be responsible to pursue, expedite and ensure timely submission of all data and documents.
- vii. The PMA acknowledges that all plans, design calculations, studies, data, maps, drawings, and specifications prepared by the Bidder in connection with the Project is property of the MAHAPREIT and the same shall be handed over to the MAHAPREIT as and when requested by the MAHAPREIT or upon termination of the Agreement or upon completion of provision of the Services.
- viii. The PMA shall not prepare article(s) or photograph(s) for publication or speeches about the Services without the prior written consent of MAHAPREIT.
- ix. The PMA shall be the employer of all the personnel engaged directly or indirectly in rendering the Services under the Contract Agreement.
- x. This RFP does not and shall not be construed to create any employer-employee or principal- agent relationship between the MAHAPREIT and any employees, representatives and personnel engaged by the PMA Firm in the performance of Services.
- xi. The PMA shall be responsible for payment of all or any expenses including, without limitation, all amounts payable towards pension, annuity, or employment compensation, or any other payment to be made under the Applicable Indian Law and/or otherwise to the professionals, technicians or workmen employed and/or contracted in relation to the provision of Services under the Agreement.
- xii. The PMA shall defend, hold harmless and indemnify the MAHAPREIT against all or any labour claims or other law suits or proceedings, including those arising out of any accident that occur during or in relation to the Services as may be filed against the MAHAPREIT for any reason whatsoever and irrespective of the time should have lapsed, assuming full responsibility for the

payment of indemnification, penalties, attorneys' fees, legal costs and other charges, if any.

- xiii. The PMA shall comply within a timely manner all the obligations under the Applicable Indian Law including the laws relating to workmen, technicians, contract-labour, contractors, and other personnel involved in the provision of the Services.
- xiv. The PMA shall be acquainted with the all the statutory requirements, Electrical laws, Indian Environment and Health and Safety laws as applicable for the project.
- xv. The PMA shall make available all related information, data, design calculations, working sheets and copy of relevant standards & codes and shall transfer the relevant technical information of the project.

#### **10. CONFIDENTIALITY**

- i. All plans, design calculations, studies, data, maps, drawings and specifications prepared by the Bidder in connection with the services to be provided by the PMA under the Contract shall be the property of the Owner. As and when required or upon termination of the contract, the aforesaid documents, prepared specifically for this project (including originals) shall be handed over to the Owner.
- ii. The PMA shall take all necessary steps to ensure confidential handling of all matters pertaining to plans, designs, drawings, specifications, method, and any other information developed or acquired by him from the MAHAPREIT under terms of the Contract.

#### **11. PROGRESS REPORT**

- i. The PMA shall submit Progress Report on the status of work entrusted to him periodically i.e. monthly as mentioned or as may be mutually agreed upon bringing out the details of works completed, works in hand, bottlenecks, if any, and efforts being made to improve upon the time schedule.

- ii. The PMA shall also be called to make presentation on the various activities in respect of the project as and when required by MAHAPREIT without any additional cost.
- iii. The copyrights of all documents provided by the Bidder and the documents provided by the MAHAPREIT to the Bidder for reviewing in the performance of the Agreement shall at all stages be the property of the MAHAPREIT and while in the custody of the Bidder, shall be fully available to the MAHAPREIT and its duly authorized representatives. On completion of the provision of the Services, all drawings, documents etc. in relation to the Project shall be delivered/handed over by the Consultant to the MAHAPREIT.

## **12. JURISDICTION OF THE CONTRACT**

The laws applicable to this contract shall be the laws in force in India. The courts of **Mumbai**, India shall have exclusive jurisdiction in all matters arising under or on account of this contract.

## **13. WARRANTY AND LIABILITY OF THE BIDDER**

- i. Notwithstanding anything contained in this RFP, the PMA agrees that they shall be liable for any defect/inadequacy/errors/inability/non-competency etc. in relation to the performance of the Services which are not in accordance to the good industry practices or the provisions of this contract. In such case, MAHAPREIT may penalize consultant to the extent limited to 10% of the contract value other than the L.D. and MAHAPREIT may also enforce the clause No.5.18 of this section in this regard.
- ii. Defect Liability Period (DLP) shall be normally one year after the handing over of site or issue of successful work completion certificate, whichever is earlier.

- iii. The PMA shall be further liable for the any consequence of errors and omissions arising from the gross negligence on his part or on the part of his employees to the extent limited to 10% of the contract value.

#### **14. INDEMNITY**

The Parties hereto agree that the PMA shall indemnify and defend the MAHAPREIT and its representatives and employees, and hold the Owner, its representatives, employees harmless from:

- i. Damages and losses caused by its negligent or intentional act or omission, or any damages and losses caused by the negligent act of any third party or sub-contractor or agency engaged by consultant.
- ii. Damages and losses resulting from the non-compliance with the obligations established hereunder.
- iii. Any environmental damages caused by it and/or its representatives or employees or employees of any third party or sub-contractor or agency engaged by PMA.
- iv. Breach (either directly by it or through its representatives and/or employees) of any representation and warranty declared herein by it;
- v. From all claims, actions, suits, proceedings, taxes, duties, levies, costs, expenses, damages and liabilities, including attorneys' fees, arising out of, connected with, or resulting from or arising in relation to this RFP due to neglect, omission or intentional act of PMA Services

#### **15. LIQUIDATED DAMAGES**

- i. The liquidated damages shall stand recoverable from progressive amount payable to the consultant no sooner it becomes due in case any items of work have remained incomplete beyond the schedule completion period irrespective of the fact on whose account such delay has taken place. This amount so recovered from the Bidder shall be reimbursed if, after completion of all works, it is satisfactorily demonstrated to the MAHAPREIT that such delay had occurred due to no fault of the PMA.



- ii. Likewise, any amount due to the MAHAPREIT due to defect / inadequacy / errors etc. on the part of the consultant shall stand recoverable from the progressive amount due to the PMA.

**16. DEFAULT OF THE MAHAPREIT-**

- a. In the event of the MAHAPREIT: –
  - i. Failing to pay to the PMA the amount due within a period of 120 days.
  - ii. Becoming bankrupt or giving formal notice to the PMA that for unforeseen reasons, it is impossible for the MAHAPREIT to continue to meet its contractual obligations.
  - iii. Then the PMA shall be entitled to terminate his employment under the contract after giving 30 days prior notice in writing to the Owner.
- b. In the event of such termination, after scrutiny and approval the MAHAPREIT shall pay to the PMA the amount of any loss or damage to the consultant arising out of or in connection with such termination, based on documentary evidence to be furnished by the PMA.
- c. If the MAHAPREIT is of the opinion that the PMA is not rendering the Services in accordance with the Good Industry Practices, due diligence or expedition or refuses or neglects to comply with any reasonable orders given to him in writing, the MAHAPREIT may give a notice in writing to the Bidder to make good the failure, neglect, or contravention.

**17. DEFAULT of PMA:**

If the PMA fails to make good the failure, neglect or contravention within 20 (twenty) days from the date of serving such a notice, the MAHAPREIT may without prejudice to any other rights under this RFP, direct the Bidder not to render such Services and get such Services done by other agencies at the risk and cost of the PMA. MAHAPREIT in such event, shall be entitled to retain and apply any balance, which may otherwise be due to the PMA for the payment of cost of executing the said part of the Services taken out of its scope of Services. If the cost of executing the said part of the Services or of completing the Services exceeds the

balance due to the PMA, the PMA shall pay such excess. If PMA fails to pay such excess, same shall be recovered through encashment of the Performance Bank Guarantees submitted by the PMA.

**18. FORCE MAJEURE:**

Force Majeure Event : The Parties hereto agree that a Force Majeure Event shall mean any unforeseeable act or event that prevents the affected Party from performing its obligations under this Agreement or complying with any conditions required by the other Party under this RFP and such act or even is beyond the reasonable control and not because of any fault of the affected Party and such Party has been unable to avoid such an act or event by the exercise of prudent foresight and due diligence.

Without prejudice to the foregoing, the Parties hereto agree that the occurrence of any of the events shall also be deemed to be a Force Majeure Event:

- i. War and other hostilities whether war to be declared or not), invasion, act of foreign enemies, mobilization, requisition or embargo that directly impacts the provision of services by the Bidder under the Agreement.
- ii. Rebellion, revolution, insurrection, military or usurped power and civil war that directly impacts the provision of services by the Bidder under the Agreement.
- iii. Riot, civil commotion, terrorism, or disorder that directly impacts the provision of services by the Bidder under the Agreement.
- iv. Pestilence, epidemics, inclement weather causing floods or lightning or cyclone, typhoon, or earthquake and which directly impacts the provision of services by the Bidder under the Agreement.

**19.** The Parties hereto agree that the following events are explicitly excluded from and do not constitute a Force Majeure Event and is solely the responsibility of the affected Party.

- v. Strikes, collective bargaining agreements of either Party resulting in delay in the provision of Services or stoppage of work; or

- vi. Labor disputes of any kind; or
- vii. Economic hardship; or
- viii. Any act, event, or occurrence listed above or asserted as a Force Majeure Event that results materially from the negligence or intentional acts of the affected Party.

## **20. MUTUAL DISCUSSIONS**

In the event of a dispute or difference of any kind whatsoever shall arise between the Parties in connection with or arising out of this Agreement or the breach, termination or validity hereof, the Parties shall endeavor to resolve such dispute in good faith in the first instance within 30 (thirty) days of the notice of such a dispute by mutual discussions between the Parties.

## **21. ARBITRATION**

In the event of failure to resolve dispute/ differences related to Contract/Agreement and relating to interpretation of the clauses therein the parties are hereby agreed for its resolution / Adjudication etc. by referring it to the **Institutional Arbitration** established /recognized by the State Govt/Central Govt. and the dispute can be get resolved within the framework of the **Arbitration Act 2015** and in terms of rules and regulations of such institutional arbitration such as **Mumbai** center of Arbitration etc.

## **22. TERMINATION OF CONTRACT**

The MAHAPREIT may by giving not less than thirty (30) days written notice of termination to the PMA, terminate this Agreement upon the occurrence of any of the events specified in paragraphs (a) through (e) below: -

- a. If the PMA fails to remedy a failure in the performance of his obligations hereunder, as specified in a notice of suspension pursuant thereof, within thirty (30) days of receipt of such notice of suspension or within such further period as the MAHAPREIT may have subsequently approved in writing or

- b. If the PMA becomes insolvent or bankrupt or enter into any agreement with his creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary; or
  - c. If MAHAPREIT found that the PMA has provided the false & wrong information while bid submission; or
  - d. If the PMA submits to the MAHAPREIT a statement which has an effect on the rights, obligations or interests of the MAHAPREIT and/or which the Bidder knows to be false; or
  - e. If as the result of a Force Majeure Event, the PMA is unable to perform the Services for a period of not less than sixty (60) days, or
- If MAHAPREIT found any defect/inadequacy/errors/inability/non-competency etc. in the PMA in relation to the performance of the Services which are not in accordance to the Good Industry Practices or the provisions of this RFP, or
- If the MAHAPREIT, in its own discretion and for any reason whatsoever, decides to terminate this Agreement.

Sr. No.	Mahatma Phule Renewable Energy and Infrastructure Technology Limited	M/s <Name of the bidder> PMA Consultant
1.	Signature Place	Signature Place
2.	Designation	Designation
3.	Witness  Name and Signature	Witness  Name and Signature