



**Invitation to Request for Qualification (RFQ) For Empanelment of Agencies
having Plug-and-Play Solar Parks for Development of Utility-Scale Solar Power
Projects in Maharashtra.**

October 08, 2025

**MAHATMA PHULE RENEWABLE ENERGY AND INFRASTRUCTURE TECHNOLOGY LIMITED
(A Subsidiary of MPBCDC Ltd., a Govt. of Maharashtra Undertaking)**

**Pinnacle Corporate Park B-501, Next to Trade Center, Bandra Kurla Complex, Bandra East, Mumbai
- 400051.**

<https://mahapreit.in/>

SECTION-I

DETAILED INVITATION TO OFFER NOTICE

MAHATMA PHULE RENEWABLE ENERGY AND INFRASTRUCTURE TECHNOLOGY LTD.

Online electronic bids for below-mentioned work are invited by the Managing Director on behalf of MAHAPREIT, Mumbai from the Prospective, Reputed, Experienced and Technical Sound Parties **for Empanelment of Agencies having Plug-and-Play Solar Parks for Development of Utility-Scale Solar Power Projects in Maharashtra.**

The time schedule for various bidding phases is given in the detailed e- RFQ notice, which is also available on website as part of the bid document.

Sr. No	Name of work	Estimated Cost	EMD Amount (Rs)	Period of Empanelment	RFQ Document Cost (Rs.)
1	Empanelment of Agencies having Plug-and-Play Solar Parks for Development of Utility-Scale Solar Power Projects in Maharashtra	Rs. 40 Lakh / MW	Rs. 1.5 Lakh / MW For example:- 50 MW – Rs 75 Lakhs, 100 MW – Rs 150 Lakhs, 150 MW- Rs 225 Lakhs, 200 MW - 300 Lakhs and so on.	3 years	Rs. 5000/- (+GST)

RFQ documents are available on to website <https://mahatenders.gov.in/nicgep/app> . Online offer shall be accepted on website <https://mahatenders.gov.in/nicgep/app>

All bidders are hereby cautioned that the e-offer containing any deviation from the contractual terms and conditions, and other requirements and conditional e-RFQ shall be rejected.

1. Validity Period: The offer of the Bidder shall remain valid for 180 days from the date of opening of Technical Bid.
2. The Bidders participating for the first time in e-RFQ will have to procure Digital signature Certificate as well as should compulsory get themselves enrolled on e-tendering portal <https://mahatenders.gov.in/nicgep/app>
3. If any assistance is required regarding e-RFQ (upload and download) please contact Mr. / Mr. Satish Chaware, CGM (REEM) of MAHAPREIT.
cgm.reem@mahapreit.in
8879770691
For IT related activity, please connect with Sunil Mahajan - 959477550
4. All requisite information required for the submission of offer documents is available on the above said website.

5. In view of the conflict of Interest, the Developer having relation in what so ever 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-RFQ.
6. All right are reserved by the Competent Authority to reject any or all Offers in full or in part of without assigning any reason or accept the offer beyond the validity period.

TIME SCHEDULE OF OPENING OF THE e-Tender (RFQ)		
1	e-Tender No. (RFQ)	MAHAPREIT/REEM-12/25-26
2	MODE OF TENDER	Open and e-Tender System Online submission of Part I (Technical Bid) through https://mahatenders.gov.in/nicgep/app The intending Bidders are required to submit their offer electronically through this e-tendering portal.
3	Date of publication of e-tender through publication in MAHAPREIT website and https://mahatenders.gov.in/nicgep/app	08/10/2025
4	Date of availability to the Vendors for downloading	08/10/2025
5	Date & Time of Pre Bid meeting	15/10/2025 @ 3.00 PM
6	Last Date of Sale of RFQ document at https://mahatenders.gov.in/nicgep/app	29/10/2025
7	Date & Time of Submission of Offer at https://mahatenders.gov.in/nicgep/app	30/10/2025 @ 3.00 PM
8	Date and time of opening of Part-I (Technical Bid)	31/10/2025 @ 4.00 PM

These instructions to applicants are being issued **for Empanelment of Agencies having Plug-and-Play Solar Parks for Development of Utility-Scale Solar Power Projects in Maharashtra.** The detailed scope of the work is being provided in the Scope of Work Terms of Reference (TOR)

Managing Director
MAHAPREIT

SECTION-II

A. DEFINITIONS:

2.0 MAHAPREIT- MAHAPREIT shall mean the Mahatma Phule Renewable Energy and Infrastructure Technology Ltd (a Subsidiary Company of MPBCDC Ltd). The Head quarter of the MAHAPREIT is Mumbai.

2.1 REGISTERED ADDRESS FOR COMMUNICATION

Mahatma Phule Renewable Energy and Infrastructure Technology Ltd,
(A Subsidiary Company of MPBCDC Ltd)
Pinnacle Corporate Park, 5th Floor, BKC Complex,
Bandra (East), Mumbai.

2.2 WEBSITE:

Web Site means official web sites for e-tendering having following web addresses
<https://mahatenders.gov.in/nicgep/app>

2.3 EXECUTIVE DIRECTOR

Executive Director shall mean Executive Director of MAHAPREIT

2.4 COMPETENT AUTHORITY:

Competent Authority shall means The Chairman & Managing Director of MAHAPREIT Ltd.

2.5 CONTRACTOR:

Contractor shall mean the firm or company who enters into contract with the MAHAPREIT LTD and shall include their executors, administrators, successors and submitted assignees.

2.6 WORK:

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

B. RFQ DATA AT A GLANCE:

1.0 SUMMARY DETAILS

Sr No	Particular	Details
1.1	Name of work	Empanelment of Agencies having Plug-and-Play Solar Parks for Development of Utility-Scale Solar Power Projects in Maharashtra.
1.2	Estimated Cost	-----
1.3	RFQ Document Cost	Rs. 5000/- plus 18% GST. (RFQ document cost shall be paid through E-payment gateway .)
1.4	Earnest money (EMD)	Rs 1.5 Lakhs / MW (For example:- 50 MW – Rs 75 Lakhs, 100 MW – Rs 150 Lakhs, 150 MW- Rs 225 Lakhs, 200 MW – 300 Lakhs and so on.)
1.5	Empanelment Fee (Non-refundable)	Rs. 5 Lakh (+ GST) one-time non-refundable empaneled fee shall be paid by the qualified agency before the issuance of letter of empanelment.
1.6	Mode of payment (EMD)	EMD amount shall be paid through Demand draft / Bank guarantee as per point no. 1.4 of table.
1.7	Security Deposit	Not applicable at this stage.
1.8	Mode of submission of tender	Offer should be submitted on-line on https://mahatenders.gov.in/nicgep/app
1.9	Any addendum / corrigendum /cancellation	Any addendum/ corrigendum/ cancellation of above RFQ will be published on the web-site https://mahatenders.gov.in/nicgep/app And on the notice board of Office of the MAHAPREIT The system shall generate a mail to those Bidders who have already participated in this RFQ and those Bidders if they wish can modify their offer.
1.10	Bid Documents	Bid Documents consisting of, information and eligibility criteria, and other relevant documents are available on web site https://mahatenders.gov.in/nicgep/app And the set of terms and conditions of contract and other necessary documents can be seen on the web site till last date of sale and receipt of RFQ. Interested Bidder may obtain further information at the web-site Portal https://mahatenders.gov.in/nicgep/app
1.11	Bid acceptance period	The bid for the work shall remain open for acceptance for a period of 180 days from the date of opening of technical 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 tender shall stand forfeited.
1.12	Other Details	Other details including details of Portal Registration, Submission of bid, Resubmission and withdrawal of bid can be seen in the bidding documents which is available in web site https://mahatenders.gov.in/nicgep/app
1.13	Documents to be uploaded	<p>The PDF copies of original Documents should be uploaded on above mentioned web-site and should be produced for the verification on demand after opening of the Technical Bid.</p> <p>The Bidders who participated in the on-line bidding can witness opening of the bid from any system logging on to the portal, https://mahatenders.gov.in/nicgep/app away from opening place. 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.</p>
1.14	RFQ Acceptance Authority	Managing Director, MAHAPREIT

The detailed step by step procedure for uploading the Main Documents, required RFQ papers, Payment of RFQ fee, through E payment Gateway is available on the e-Tendering website <https://mahatenders.gov.in/nicgep/app>

EMD shall be paid by demand draft / bank guarantee.

BANK DETAILS:- (for demand draft)

Name of Organization: - Mahatma Phule Renewable Energy and Infrastructure Technology Limited.

Name of Bank :- State Bank of India.

Branch:- Neville House, J. N. Heredia Marg, Balard Estate, Fort, Mumbai – 400001.

Account No:- 42806014198

IFS Code :- SBIN0009995

Bidders have to follow the instructions given on the above web site for filling up Main Tender Forms Online.

SECTION - III

INSTRUCTIONS TO BIDDERS

1) BACKGROUND:-

Mahatma Phule Renewable Energy and Infrastructure Technology Ltd. (**MAHAPREIT**) invite applications for empanelment of reputed Agencies / Developers that have developed or possess ready-to-use ("Plug-and-Play") Solar Parks (including land, statutory approvals, and evacuation connectivity) suitable for setting up **Utility-Scale Solar Power Projects in the State of Maharashtra**.

2) POLICY BY GOVERNMENT OF INDIA:

Ministry of New and Renewable Energy (MNRE) GoI has planned and ambitious target of setting up 500 GW of Renewable energy projects in India by 2030 as announced at COP 26.

3) MAHAPREIT INTRODUCTION:-

I. Mahatma Phule Renewable Energy and Infrastructure Technology Ltd (MAHAPREIT) - MAHAPREIT was set up in April 2021 to venture into RE and Green technology areas and infrastructure projects as fully owned subsidiary of MPBCDC and the Govt. of Maharashtra has allowed to take up RE and Green energy, Infrastructure projects on Govt-to-Govt basis (G2G basis) vide GR dated 10th July 2023. Government of Maharashtra has set up the "Mahatma Phule Backward Classes Development Corporation on July 10, 1978 under the Companies Act, 1956 with the main objective of accelerating the economic upliftment of the economically weaker families of SC communities in the State of Maharashtra. The ratio of shareholding between State and Central Government is 51:49 % respectively having authorized share capital of Rs. 1000 Crore.

II. MAHAPREIT having objectives to establish and carry-on business of Generating, Trading, Operating, Leasing and Renting Renewable Power Projects, mainly but not limited to Solar Power Projects including Solar Parks along with sub-stations and transmission lines on ownership and/or build, own and transfer basis. Further objects are to establish and/or carry on business in relation to Decarbonization and energy efficiency, battery storage solutions, alternative fuel cell technology and 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 Govt of Maharashtra (GoM) Energy dept's Renewable Energy Policy as amended from time to time and all incidental and allied activities required for such business.

III. NAVYUG SCHEME:-

MAHAPREIT implements "NAVYUG SCHEME" to get the integrated, inclusive and comprehensive effects of all the input supports of MAHAPREIT company to the target beneficiaries of MPBCDC Limited as defined from time to time by Govt of Maharashtra.

MAHAPREIT undertakes such projects under different verticals like –

- i. Renewable Energy with Solar Power, hybrid and RE centric Projects,
- ii. ESCO model Energy saving Scheme for ULB & Govt of Maharashtra agencies.
- iii. Agro Processing Value Chain and Biofuels,
- iv. Affordable Housing, ARHS and schemes under MoUHA, GoI under EWS and PMAY,
- v. Highway and Infrastructure Projects,
- vi. Environment and Climate Change,
- vii. New and Emerging Technology Projects especially in Green Hydrogen, Futuristic Energy Integration Projects,
- viii. Software Technology and Application-Based Services and CSR Projects.

4) DISCLAIMER:-

- I. Though adequate care has been taken while preparing the Tender / RFP / RFQ / EoI document, the bidder(s) shall satisfy themselves that the document is complete in all respect. Intimation regarding any discrepancy shall be given by the prospective bidders to the office of MAHAPREIT immediately. If no intimation is received from any bidder within **07 (Seven) days from the date of issuance of Tender / RFP / RFQ / EoI documents**, it shall be considered that the document is complete in all respect and has been received / acknowledged by the bidder(s).
- II. Mahatma Phule Renewable Energy and Infrastructure Technology Limited (MAHAPREIT) reserves the right to modify, amend or supplement this document.
- III. This Tender / RFP / RFQ / EoI document has been prepared in good faith, and on best endeavour basis. Neither MAHAPREIT nor their employees or advisors make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of information, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this document, even if any loss or damage is caused by any act or omission on their part.
- IV. In case of any discrepancy in the documents uploaded on the websites of MAHAPREIT, <https://mahapreit.in/> and <https://mahatenders.gov.in/nicgep/app>, the documents uploaded on the <https://mahatenders.gov.in/nicgep/app> website will prevail.

5) INFORMATION ABOUT PROJECT :-

MAHAPREIT intend to empaneled agencies having plug and play solar parks for development of Utility Scale Solar Projects in Maharashtra. The proposal is invited for minimum 50 MW and above plug and play solar park. The empaneled agencies will be invited to participate in project-specific price bidding on a need basis.

5.1.0 INFORMATION AND INSTRUCTIONS TO APPLICANT BIDDERS:-

- 5.1.1. Online e-RFQ is invited by the MAHAPREIT for empanelment of agencies having plug and play solar parks for development of Utility Scale Solar Power Projects in

Maharashtra.

- 5.1.2. The applicant should download Main e-RFQ Document from the website. <https://mahatenders.gov.in/nicgep/app>
- 5.1.3. The online forms of master filter 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.
- 5.1.4 The Main e-RFQ document shall be typed on applicant's letterhead and uploaded the signed scanned copy.
- 5.1.5 Any overwriting or correction shall be attested. All pages of the Main e-RFQ document shall be numbered and should be submitted as package with a signed letter of transmittal.
- 5.1.6 All the information must be filled in English language only.
- 5.1.7 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 signed by the applicant.
- 5.1.8 The applicant is encouraged to attach any additional information, (PDF copies of similar work orders which were already carried out, regarding his capabilities). No further information will be entertained after submission of Main RFQ document unless it is requested by **MAHAPREIT**.
- 5.1.9 The Main e-RFQ document in prescribed forms as required in this booklet duly completed and signed should be uploaded on web site along with all relevant documents. The documents submitted in connection with the pre-qualification shall be treated as confidential and will not be returned.
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.

5.1.10 METHOD OF APPLYING:-

If the application is made by a firm in partnership, it shall be digitally signed by all Partners of the firm giving their full Typewritten 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.

If the application is made by a LLP, it shall be digitally 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 LLP may be required to furnish satisfactory evidence of its existence before the pre-qualification is awarded.

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

5.1.11 REVISION OR AMENDMENT OF RFQ DOCUMENTS:-

All Rights are reserved to revise or amend the RFQ document released on website,

prior to time specified in time schedule for main e-RFQ preparation. Any further revisions or amendments or time extensions shall be communicated to all concerned by e-mail and as may be displayed on website.

5.1.12 EARNEST MONEY:-

The EMD shall be submitted in the form of demand draft / Bank Guarantee valid for 180 days beyond bid validity.

5.1.13 REFUND/CONVERSION OF EARNEST MONEY:-

After acceptance of the offer of successful Bidders, the E.M.D. of other Bidders will normally be refunded within 15 days. In the case of successful Bidder, the earnest money will be converted to Security Deposit after signing of contract documents Earnest money amount shall not carry any interest whatsoever.

5.1.14 MANNER OF SUBMISSION OF RFQ AND ITS ACCOMPANIMENTS:

Main RFQ Documents are to be prepared and submitted online. Also, they must be download from web site, fill it completely and upload on web site by scanning and digitally signing wherever necessary.

The detailed step by step procedure for uploading the Main RFQ Documents, required RFQ papers, payment of RFQ fee and E.M.D through E payment Gateway is available on the e-Tendering website of Govt. of Maharashtra <https://mahatenders.gov.in/nicgep/app>. Bidders must follow the instructions given on the above web site for filling up Main RFQ Forms Online.

Tenderer shall submit the tender and documents On-Line as per E-Tendering procedure.

5.1.15 CONFLICT OF INTEREST:-

The selected Firm should provide transparent, professional, objective, impartial service and hold MAHAPREIT's paramount with utmost integrity.

The selected Firm shall not deploy former contractual employees who have served MAHAPREIT.

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.

Non-disclosure of such an association will lead to termination of Agency.

In view of the conflict of Interest, the Professional Bid Consultancy Services 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-RFQ.

5.2.0 INSTRUCTION TO BIDDERS:-

1. To view-Tender Document, Notice, Detailed Time Schedule, Tender Document for any Tender and subsequently purchase the Tender Document and its supporting documents, kindly visit following e-Tendering website of Government of Maharashtra: <https://mahatenders.gov.in>

2. Bidders should enroll themselves in <https://mahatenders.gov.in> (<https://mahatenders.gov.in/nicgep/app?component=%24WebHomeBorder.%24WebRightMenu.%24DirectLink&page=Home&service=direct&session=T>)
3. Bidder should have **Class-3 Digital Signature** for the submission of Bids.
4. To purchase a Class 3 digital signature online in India, you can visit websites like eMudhra, ID Sign, or Signyourdoc, which offer various options for individuals and organizations, including signing-only, encryption, and combo certificates with different validity periods. <https://emudhradigital.com/>
5. For new bidders pls go through below video link for more details of enrollment <https://www.youtube.com/watch?v=JzU117fCSTk>
6. If bidder facing Digital sign issue at the time enrollment or after login - <https://www.youtube.com/watch?v=njbZRuh-koM&list=PL2kwg9QSaSkpCp1ltGgi4b5BNhTwNOLNo> or <https://www.youtube.com/watch?v=Z85aG4LpqtY>
7. To search **MAHAPREIT** tenders Select **Organisation** as “**Social Justic and Special Assistance**” Under its **Sub-Department** as “**MAHATMA PHULE RENEWABLE ENERGY & INFRASTRUCTURE TECHNOLOGY**”.
8. For new bidders kindly go through the **Bidders Manual Kit** <https://mahatenders.gov.in/nicgep/app?page=BiddersManualKit&service=page> particularly **Registration of Bidders** document.
9. For FAQ's pls go through <https://mahatenders.gov.in/nicgep/app?page=FAQFrontEnd&service=page>
10. For EMD and Tender fees payments Bidders who are required Internet banking facility only (No Debit/ Credit card, UPI or any other payment option is allowed).
11. For paying EMD and Tender Fees through Net Banking using other banks (**Other than SBI Bank**) we are requested to make online payment **four days in advance**.
12. From 15th August 2024 application fees of **Rs 500** per bid shall be charged from the bidders by Government of Maharashtra.
13. For **online Payment related issues**, kindly send an email with Bank Reference Number to this email ID **merchant@sbi.co.in** for clarifications.
14. For any technical related queries please call at **24 x 7 Help Desk Numbers** as below
120-4001, 0120-4001 005, 0120- 4493395
International Bidders are requested to prefix 91 as country code
15. **E-Mail Support** For any Issues or Clarifications relating to the published tenders, bidders are requested to contact the respective Tender Inviting Authority Technical - support-eproc@nic.in

6) ELIGIBILITY CRITERIA:-

A) Technical Criteria:-

Criteria	Min Requirement
Minimum developed plug-and-play solar park capacity offered (MW) or similar works related to solar park activities	≥ 50 MW
Proof of connectivity with STU/CTU (Bay allocation / grid approval) or commitment to complete within 3 months of LoE	Mandatory

Criteria	Min Requirement
Evidence of land development (roads, fencing, drainage, internal transmission)	Mandatory
Minimum past experience in having developed/operated utility-scale solar parks/projects	≥ 1 project ≥ 50 MW
Compliance with environmental, forest, CRZ, and other statutory clearances	Mandatory

Notes:-

- The Applicant may be a single entity, JV, or Consortium (max. 3 members). The lead member must hold ≥ 51% equity/control.
- Supporting documents: land ownership/lease, proof of connectivity, consent to establish/operate, completion certificates of similar works, Compliance with environmental, forest, CRZ, and other statutory clearances, etc.

B) Financial Criteria:-

Criteria	Min Requirement
Minimum Net Worth (₹ Cr) as of last audited FY	≥ 25 Cr
Positive net worth in each of the last 3 FYs	Mandatory
Audited financial statements of last 3 FYs	Mandatory

If the Applicant is a subsidiary, its holding company may meet the turnover criterion subject to an unconditional undertaking of financial support along with a Board Resolution of the holding company.

Minimum Average Annual Turnover Requirement:-

The Bidder (Single Entity / Consortium) shall have a minimum average annual turnover of Rs. 50 Crore (Rupees Fifty Crore) during the last three (3) financial years preceding the bid due date, as evidenced by audited financial statements.

Eligibility for Consortium:-

- In case the Bidder is a Consortium, the combined turnover of all members shall be considered for meeting the above requirement of ₹50 Crore.
- The Lead Member of the Consortium shall individually have a minimum average annual turnover of not less than ₹25 Crore (50% of the required turnover) during the last three (3) financial years.
- Each other Consortium Member shall have a minimum average annual turnover of not less than ₹10 Crore (20% of the required turnover) during the last three (3) financial years.

Supporting Documents:-

- Audited financial statements of each Consortium Member for the last three (3) financial years.
- Certificate from a Statutory Auditor or Chartered Accountant certifying the turnover.
- **Consortium Agreement:-**
The Bidder shall submit a legally valid Consortium Agreement / MoU signed by all members, which shall clearly:
 - Identify the Lead Member.
 - Define the respective roles and responsibilities of each member
 - Confirm that all members shall be jointly and severally liable to MAHAPREIT for the execution of the Contract.
- **Change in Consortium Composition:-**
No change in the composition of the Consortium shall be permitted after submission of the bid, except with prior written approval of MAHAPREIT.

7) EVALUATION METHODOLOGY:-

Stage-1: Responsiveness Check:-

- Submission of application fee & EMD
- Completeness of documents
- Compliance with eligibility criteria

Stage-2: Technical & Financial Scoring:-

Parameter	Weight (%)	Scoring Methodology
A. Solar Park Capacity beyond minimum threshold	25%	50-100 MW → 10 pts; 101-250 MW → 15 pts; 251-500 MW → 20 pts; > 500 MW → 25 pts
B. Extent of statutory approvals in place (land, environmental, evacuation)	20%	All in-place → 20 pts; partial → 10-15 pts
C. Past experience in developed operational parks	20%	1 qualifying project → 10 pts; ≥ 2 → 15 pts; ≥ 3 → 20 pts
D. Quality of park infrastructure (roads, fencing, drainage, O&M facilities)	15%	Evaluation based on submission/site-visit report
E. Financial Strength (Net Worth & AATO vs minimum)	20%	Meets minimum → 10 pts; exceeds by 1.5× → 15 pts; exceeds by ≥ 2× → 20 pts
F. Proposed timelines for readiness	0-10%	90 days → 10 pts; 120 days → 7 pts; > 120 days → 5 pts

Minimum Qualifying Score: 60/100.

Agencies scoring ≥ 60 shall be empaneled in their respective category.

8) PRICE DISCOVERY:-

Price bids will **not** be sought under this RFQ.

For each project requirement, MAHAPREIT will invite **limited competitive price bids** from empaneled agencies in the relevant category.

9) GENERAL TERMS AND CONDITIONS:-

- i. The interested bidder has to submit the bid online and no offline bid is accepted.
- ii. The interested parties / agencies may also send their queries by email on the following email Id. cgm.reem@mahapreit.in Contact No. 8879770691.
- iii. The interested parties / agencies shall submit all the relevant papers online with the bid. No hard copy submission is accepted.
- iv. The RFQ will be evaluated on suitability criteria mentioned above for the bid submitted by Bidders.
- v. Any disputes or differences that may arise out of or in connection with this agreement, shall have exclusive jurisdiction of Mumbai Court.
- vi. Black-listed/debarred bidders by any Govt./PSU within last 3 years are not eligible.
- vii. Integrity Pact and No-Deviation Certificate to be signed and submitted.
- viii. Dispute resolution and other terms will follow MAHAPREIT's standard Conditions of Contract.
- ix. MAHAPREIT reserves the right to reject any or all bid in part or full without assigning any reasons.

SECTION IV

General Instruction to Bidders

1. GENERAL INSTRUCTIONS :-

General: -

The special conditions of contract are to be read in conjunction with General conditions of contract. If there are any variations or discrepancies or conflicting provision, the provisions in Special Conditions shall take precedence over the provisions in the General Conditions of contract.

2. DISCLAIMER FOR VENDOR REGISTRATION:-

The vendor registration is compulsory for each participating bidder in the tender / RFP / RFQ / EoI of MAHAPREIT. Hence, unregistered vendor may not be able to participate in MAHAPREIT tendering process. This vendor registration / enrolment does not guarantee any work allocation for MAHAPREIT projects to the registered vendors. Even after the registration, the registered vendors shall have to participate in the tender process of MAHAPREIT and become technically qualified for the tender / RFP/ RFQ/ EoI as the case may be and shall have to stand lowest.

3. PREPARATION OF BIDS:-

LANGUAGE OF BID:-

The bid prepared by the Bidder and all correspondence, drawing(s), document(s), certificate(s) etc. relating to the Bid exchanged by Bidder and MAHAPREIT shall be written in English language only. In case a document, certificate, printed literature, etc. furnished by the Bidder in a language other than English, the same should be accompanied by an English translation duly authenticated by the Indian Chamber of Commerce, in which case, for the purpose of interpretation of the Bid, the English translation shall govern.

3. DOCUMENTS COMPRISING THE BID:-

3.1 E-TENDERING:

Bidders are requested to refer instructions for participating in e-Tendering. All pages of the Bid must be signed by the "authorized signatory" of the Bidder holding Power of Attorney.

3.2 PART-I:

"TECHNO-COMMERCIAL BID" comprising all the above documents mentioned in respective section along with copy of Declaration for Bid Security, copy of Power of Attorney the MAHAPREIT's e-tendering portal. The Bidder must upload a copy of EMD.

4. PRE-BID MEETING:-

- a. The Bidder(s) or his designated representative are invited to attend an Online / Offline

- "Pre-Bid Meeting" which will be held at the address specified.
- b. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage and give hands-on e-tendering.
 - c. Text of the questions raised, and the responses given, together with any responses prepared after the meeting, will be uploaded on MAHAPREIT website / MAHAPREIT e-tendering website. Any modification of the Contents of Bidding Documents that may become necessary as a result of the Pre-Bid Meeting shall be made through the issue of a Corrigendum.
 - d. Non-attendance of the Pre-Bid Meeting will not be a cause for disqualification of Bidder.

5. FORMAT AND SIGNING OF BID:-

- a. The original and all copies of the Bid shall be typed or written in indelible ink [in the case of copies, photocopies are also acceptable] and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder (as per POA). The name and position held by each person signing must be typed or printed below the signature. All pages of the Bid except for unamendable printed literature where entry(s) or amendment(s) have been made shall be initialed by the person or persons signing the Bid.
- b. The Bid shall contain no alterations, omissions, or additions, unless such corrections are initialed by the person or persons signing the Bid.
- c. In case of e-tendering, signed documents to be uploaded.

6. SUBMISSION OF BIDS:-

- a. The bids shall be submitted through e-tender mode in the manner specified elsewhere in tender document. No Manual/ Hard Copy (Original) offer shall be acceptable.

7. DEADLINE FOR SUBMISSION OF BIDS:-

- a. The bids must be submitted through e-tender mode not later than the date and time specified in the tender documents/BIDS.

8. MODIFICATION AND WITHDRAWAL OF BIDS:-

- a. Modification and withdrawal of bids shall be as follows:-

The bidder may withdraw or modify its bid after bid submission but before the due date and time for submission as per tender document.

9. BID OPENING AND EVALUATION:-

a. EMPLOYER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:-

MAHAPREIT reserves the right to accept or reject any Bid and to annul the Bidding process and reject all Bids, at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligations to inform the affected Bidder or Bidders of the ground for MAHAPREIT's action.

b. BID OPENING:-

Technical Bid Opening :-

MAHAPREIT will open bids, in the presence of bidders' designated representatives who choose to attend, at date, time and location stipulated in the Bid Document. The bidders' representatives, who are present shall sign a bid opening register evidencing their attendance.

10. CONFIDENTIALITY

Information relating to the examination, clarification, evaluation and comparison of Bids, and recommendations for the award of a Contract, shall not be disclosed to Bidder(s) or any other persons not officially concerned with such process.

11. EMPANELMENT OF BIDDERS:-

Subject to all terms and conditions of RFQ / Tender documents MAHAPREIT will empanel the qualified successful Bidders.

12. SIGNING OF AGREEMENT

- a. The successful Bidders shall be required to execute an 'Agreement' on a 'non-judicial stamp paper' of appropriate value [cost of the 'stamp-paper' shall be borne by the successful Bidders] within 'Thirty [30] days' of receipt of the Acceptance Letter by the successful Bidders failure on the part of the successful Bidders to sign the 'Agreement' within the above stipulated period, shall constitute sufficient grounds for forfeiture of EMD.

13. 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.

14. 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.

15. SCOPE OF EMPANELMENT:-

The empanelment is limited to Agencies that can offer Solar Parks with:

1. Only lease rights for minimum 30 years or residual period acceptable for utility projects.
2. All statutory approvals / consents for setting up of solar power projects on the land.

3. Developed internal road network, security fencing, drainage and basic civil infrastructure.
4. Operational and ready evacuation facilities up to the interconnection point of the State Transmission Utility (STU) / CTU including necessary bays at substation.
5. Environmental and social clearances as applicable.
6. Ability to make the park ready for immediate allotment to project developers within **90 days** of LoI.

Special Provision:-

Solar Parks that are under development of evacuation arrangements at the time of application may also be considered, provided that the Applicant commits to complete the evacuation infrastructure within three (3) months from the date of issue of Letter of Empanelment (LoE).

- In case of failure to achieve completion within this period, **the empanelment for the respective Solar Park shall stand cancelled automatically without any liability on MAHAPREIT.**

16. VALIDITY OF EMPANELMENT:-

- The empanelment shall remain valid for **three (3) years** from the date of issue of the Empanelment Letter.
- **MAHAPREIT may, at its sole discretion, extend the empanelment for an additional period of up to one (1) year** on the same terms and conditions or with such modifications as it may deem necessary.
- MAHAPREIT reserves the right to remove any empaneled agency for non-performance or on legal/technical grounds.

Managing Director
MAHAPREIT

ANNEXURE - I

GENERAL, FINANCIAL & COMMERCIAL PARTICULARS

(To be submitted by Bidder / Each Member of Consortium 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 (Name, email id, and Mobile number)	:	
7	Nature/status of firm : (Whether sole proprietary/Partnership/Private Limited/Public Limited/ Public Sector) a. Do you anticipate any change in the Ownership during the proposed period of Work b. If yes, define the scope and effect thereof	:	No/Yes
8	Financial detail (Enclosed 1 copy each of)		
A	Audited financial statements for the past 3 years, FY 2022- 23, FY 2023-24 and FY 2024-25.	:	No/Yes
B	GST certificate	:	No/Yes
C	Turnover & Net Worth certificate for years FY2022- 23, FY 2023-24 and FY 2024-25 from C.A.	:	No/Yes
D	Company Registration Certificate	:	No/Yes

Certified that the above information is true and factual.

Date:.....

Place:.....

(Signature of the Authorized
Representative of Bidder)

Name

Designation

Seal of Company.....

ANNEXURE - II
TECHNICAL QUALIFICATION DATA
(To be submitted on letter head of the bidder)

1. Name of the Bidder:

MAHAPREIT invites e-RFQ for Empanelment of Agencies having Plug-and-Play Solar Parks for Development of Utility-Scale Solar Power Projects in Maharashtra.

Sr. No.	Name of the Project Bids	Name of the Bidder/ Consortium Member	Description of works.	Scope of Work	Details Order & Amount	Experience Certificate Attached (Yes / No)
(1)	(2)	(3)	(4)	(5)	(6)	(7)
1						
2						

Note :

1. Please attach documentary proof for Col. No. 5, 6, and 7 of the Concerned Authority.
2. Regarding Col. No.7, documentary evidence from the client for satisfactory completion shall be enclosed. Experience without an experience certificate shall not be considered for evaluation. The experience certificate should contain valid communication address & working contact numbers certificate provider. Certificates without this information will be considered invalid and shall not be considered for evaluation.
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/consortium 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 – III

DIVISION OF RESPONSIBILITY

(To be submitted on Letter Head of the Bidder)

Sr. No.	Name of the JV/Consortium partner	Position/Status in JV/Consortium*	Responsibility & Task Assigned for this project
1			
2			
3			

*Bidder must indicate its status Lead Bidder or Consortium Partner.

Date:.....

Place:.....

(Signature of the Authorized
Representative of Bidder)

Name

Designation

Seal of Company.....

ANNEXURE – IV

POWER OF ATTORNEY

(to be provided by the bidding company/ lead member 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/Lead Member of consortium), 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 Bid Advisory Services 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

Company 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 company 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 – V

UNDERTAKING

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

I/We of M/s

.....

Bidder for Empanelment of Agencies having Plug-and-Play Solar Parks for Development of
Utility-Scale Solar Power Projects in Maharashtra

.....

.....with the
Managing Director MAHAPREIT B-501 Pinnacle 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 shall, without prejudice to any other right or remedy, be at liberty to forfeit the
full said earnest money absolutely.

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

ANNEXURE - VI
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: RFQ for Empanelment of Agencies having Plug-and-Play Solar Parks for Development of Utility-Scale Solar Power Projects in Maharashtra.

Dear Sir,

We enclose herewith the Particulars and Details of the Firm, Techno-Commercial bid 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. 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.
- c. 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.
- d. 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.

.....

ANNEXURE - VII

INTEGRITY PACT

This Pre-Bid Precontract Integrity Pact (hereinafter "Integrity Pact") is made on ____ day of May, 2025.

BETWEEN

Mahatma Phule Renewable Energy and Infrastructure Technology Limited, subsidiary of MPBCDC, a Government of Maharashtra undertaking and having CIN: U40106MH2021SGC358784 and its registered office at B-501 Pinnacle Corporate Park, Next to Trade Centre, BKC, Bandra (East), Mumbai- 400 051, Maharashtra, India represented by _____ (hereinafter referred to as "**MAHAPREIT**", which expression shall unless repugnant to the context or meaning thereof, include its successors and assigns) of the **FIRST PART;**

AND

1. M/s <[Insert the name of the Sole Bidder Joint Venture/Consortium]>

having its Registered Office at _____ (Insert full Address/Lead member address in case of Joint Venture/Consortium) (hereinafter referred to as "Bidder/Contractor" which expression shall, unless repugnant to the context or meaning thereof, include its successors and assignees, of the **FIRST PARTY OF SECOND PART;**

and

2. [Insert the name of all members of the of Joint Venture/Consortium, _____ as applicable] having its Registered Office at (Insert full Address/Lead member address in case of Joint Venture/Consortium) hereinafter referred to as "**Members of the Bidder/ Contractor**" which expression shall, unless repugnant to the context or meaning thereof, include its successors and assignees of the **SECOND PARTY OF SECOND PART,** The Bidder and the Members of the Bidder are hereinafter collectively referred to as "**Bidders/Contractors**". MAHAPRIET and Bidders/Contractors are hereinafter collectively referred to as Parties and individually as Party.

"The Bidder/Contractor"

Preamble

MAHAPREIT intends to award, under laid-down organisational procedures, contract(s) for [Insert the name of the tender] NIT Number..... [Insert Specification Number Tender] and the Bidder has expressed its willingness to participate for the same and offered its services / goods for the same.

MAHAPREIT values full compliance with all relevant laws and regulations, and the principles of economical use of resources, and of fairness and transparency in its relations with its Bidders/Contractors.

In order to achieve these goals, MAHAPREIT and the above-named Bidders/Contractors enter into this agreement called 'Integrity Pact' which will form an integral part of the bid and other tender documents and agreements in relation to the same entered into by them.

It is hereby agreed by and between the parties as under:

1. Section I-Commitments of MAHAPREIT

MAHAPREIT commits itself to take all measures necessary to prevent corruption and to observe the following principles:

- a. No employee of MAHAPREIT, personally or through family members, will in connection with the tender, or the execution of the contract either directly or indirectly, demand, take a promise for or accept, for him/herself or third person, directly or through some intermediaries, any material, bribe, consideration, gift, reward, favour or other benefit which he/she is not legally entitled to.
- b. MAHAPREIT will, during the tender process treat all Bidder(s) with equity and fairness. MAHAPREIT will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
- c. MAHAPREIT will exclude from evaluation of Bids its such employee(s) who has any personal interest in the Companies/Agencies participating in the Bidding/Tendering process.

1.1 If Managing Director obtains information on the conduct of any employee of MAHAPREIT which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, he will inform its Chief Vigilance Officer and in addition can initiate disciplinary actions under its Rules.

2. Section II – Commitments of the Bidders/Contractors

2.1 The Bidders/Contractors commits itself/themselves to take all measures necessary to prevent corrupt practise, unfair means and illegal activities during any stage of its bid or during any pre-contract or post contract stage in order to secure the contract or in furtherance to secure it . He commits himself to observe the following principles during his participation in the tender process and during the contract execution:

- a. The Bidders/Contractors will not, directly or through any other person or firm, offer, promise or give to MAHAPREIT, or to any of MAHAPREIT's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange an advantage during the tender process or the execution of the contract.
- b. The Bidders/Contractors shall not enter into any agreement/arrangement/ understanding/ action in concert, whether or not the same is formal or in writing with other Bidders/Contractors. This applies in particular to agreements pertaining to prices, territorial or geographical allocations of market, specifications, certifications, subsidiary contracts, submission or non-submission of bids, bid rigging or other actions restricting competitiveness or leading to cartelization in the bidding process or

amounting to any other violation under the Competition Laws for the time being in force.

- c. The Bidders/Contractors will not commit any criminal offence under the relevant Anti-corruption Laws of India; further, the Bidders/Contractors will not use for illegitimate purposes or for purposes of restrictive competition or personal gain, or pass on to others, any information provided by MAHAPREIT as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d. Bidders will not pass any information provided by Principal as part of business relationship to others and not to commit any offence under PC/IPC Act
 - e. The Bidders/Contractors of foreign origin shall disclose the name and address of the Agents/representatives in India, if any, involved directly or indirectly in the Bidding. Similarly, the Bidders/Contractors of Indian Nationality shall furnish the name and address of the foreign principals, if any, involved directly or indirectly in the Bidding.
 - f. The Bidders/Contractors will, when presenting his bid, disclose any and all payments he has made, or committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and/or with the execution of the contract.
 - g. The Bidders/Contractors will not misrepresent facts or furnish false/forged documents/information in order to influence the bidding process or the execution of the contract to the detriment of MAHAPREIT.
- 2.2** The Bidders/Contractors will not instigate third persons to commit offences outlined above or be an accessory to such offences.

3. Section III- Disqualification from tender process and exclusion from future contracts

- 3.1** If the Bidders, before contract award, has committed a serious transgression through a violation of Section II or in any other form such as to put its/his reliability or credibility as Bidders into question, MAHAPREIT may disqualify the Bidders from the tender process or terminate the contract, if already signed, for such reason.
- 3.2** If the Bidders/Contractors have committed a serious transgression through a violation of Section II such as to put his reliability or credibility into question, MAHAPREIT may after following due procedures also exclude the Bidders/Contractors from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidders/Contractors and the amount of the damage. The exclusion will be imposed for a minimum of 12 months and maximum of 36 months.
- 3.3** If the Bidders/Contractors can prove that it has restored/recouped the damage caused by it and has installed a suitable corruption prevention system, MAHAPREIT may revoke the exclusion prematurely. However, decision of MAHAPREIT in this regard shall be final and binding on the Bidders/Contractors.

4. Section V – Liability for violation of Integrity Pact

- 4.1 If MAHAPREIT has disqualified the Bidders from the tender process prior to the award under Section III, MAHAPREIT may forfeit the applicable Bid Security/Earnest Money Deposit under the Bid.
- 4.2 If MAHAPREIT has terminated the contract under Section III, MAHAPREIT may forfeit the Contract Performance Security of this contract besides resorting to other remedies under the contract.

5. Section VI-Company Code of Conduct

Bidders are also advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical behaviour) and a compliance program for the implementation of the code of conduct throughout the company.

6. Section VI- Previous Transgression

- 6.1 The Bidders shall declare in his Bid that no previous transgressions occurred in the last 3 years with any other Public Sector Undertaking or Government Department that could justify its exclusion from the tender process.
- 6.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

7. Section VII – Equal treatment to all Bidders/Contractors

- 7.1 MAHAPREIT will enter into agreements with identical conditions as this one with all Bidders.
- 7.2 MAHAPREIT will disqualify from the tender process any bidder who does not sign this Pact or violate its provisions.

8. Section VIII – Punitive Action against violating Bidders/Contractors

- 8.1 If MAHAPREIT obtains knowledge of conduct of a Bidders or a Contractors or its subcontractor or of an employee or a representative or an associate of a Bidder or Contractor or his Subcontractor which constitutes corruption, or if MAHAPREIT has substantive suspicion in this regard, MAHAPREIT will inform the Vigilance Officer.
- 8.2 Nothing mentioned hereinabove may deem to restrict the right of MAHAPREIT, in case of a suspected violation of Section II, Clause (1) (b) by the Bidders/ Contractors to initiate necessary action under the Competition Laws for the time being in force.
- 8.3 **Sanctions for Violation:**
 - a. Any breach of the aforesaid provisions by the Bidders or any one employed by it or acting on its behalf (whether with or without the knowledge of the Bidders) or the commission of any offence by the Bidders or any one employed by it or acting on its behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act 1988 or any other act enacted for the prevention of corruption shall entitle MAHAPREIT to take all or any one of the following actions, wherever required:-

- i. To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the Bidders. However, the proceedings with the other Bidder(s) would continue.
- ii. The Earnest Money/Security Deposit/Performance Bond shall stand forfeited either fully or partially, as decided by MAHAPREIT and MAHAPREIT shall not be required to assign any reason therefore.
- iii. To immediately cancel the contract, if already signed, without giving any compensation to the Bidders.
- iv. To recover all sums already paid by MAHAPREIT, and in case of an Indian bidder with interest thereon at 2% higher than the prevailing Prime Lending Rate, while in case of a bidder from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the MAHAPREIT from the Bidder in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- v. To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the Bidders, in order to recover the payments, already made by the MAHAPREIT along with interest.
- vi. To cancel all or any other Contracts with the Bidders.
- vii. To debar the Bidders from entering into any bid from the Government of India for a minimum period of five years, which may be further extended at the discretion of the MAHAPREIT.
- viii. To recover all sums paid in violation of this Pact by Bidder(s) to any middleman or agent or broker with a view to securing the contract.
- ix. If the Bidders or any employee of the Bidder or any person acting on behalf of the Bidder, either directly or indirectly, is closely related to any of the officers of MAHAPREIT, or alternatively, if any close relative of an officer of MAHAPREIT has financial interest/stake in the Bidder's firm, the same shall be disclosed by the Bidder at the time of filing of tender. Any failure to disclose the interest involved shall entitle MAHAPREIT to rescind the contract without payment of any compensation to the Bidder.
- x. The term 'close relative' for this purpose would mean spouse whether residing with the Government servant or not, but not include a spouse separated from the Government servant by a decree or order of a competent court; son or daughter or step son or step daughter and wholly dependent upon Government servant, but does not include a child or step child who is no longer in any way dependent upon the Government servant or of whose custody the Government servant has been deprived of by or under any law; any other person related, whether by blood or marriage, to the Government servant or to the Government servant's wife or husband and wholly dependent upon Government servant.
- xi. The Bidders shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of

MAHAPREIT, and if he does so, MAHAPREIT shall be entitled forthwith to rescind the contract and all other contracts with the Bidders. The Bidders shall be liable to pay compensation for any loss or damage to MAHAPREIT resulting from such rescission and MAHAPREIT shall be entitled to deduct the amount so payable from the money(s) due to the Bidders.

xii. In cases where irrevocable Letters of Credit have been received in respect of any contract signed by MAHAPREIT with the Bidder, the same shall not be opened.

xiii. The decision of MAHAPREIT to the effect that a breach of the provisions of this Integrity Pact has been committed by the Bidders shall be final and binding on the Bidders, however, the Bidders can approach the monitor(s) appointed for the purposes of this Pact.

9. Section IX-Pact Duration

This Pact begins when both Parties have legally signed it. It expires for the Contractor after the closure of the contract and for all other Bidder's six month after the contract has been awarded.

10. Section X- Fall Clause

The Bidder undertakes that he has not supplied/is not supplying the similar systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India and if it is found at any stage that the similar system or sub-system was supplied by the Bidder to any other Ministry/Department of the Government of India at a lower price, then that very price will be applicable to the present case and the difference in the cost would be refunded by the Bidder to MAHAPREIT, if the contract has already been concluded. It is applicable to the relevant services contract also.

11. Section XI Independent Monitors

11.1 The MAHAPREIT will appoint Independent Monitors for this Pact, in consultation with the State Vigilance Commission in a case the procurement value of single order is above Rs. 50 Crores. (Name & Address of Monitors to be given).

11.2 As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Authority designated by MAHAPREIT. It is applicable to the relevant services contract also.

12. Section XII Examination of Books of Accounts

In case of any allegation of violation of any provisions of this Pact or payment of commission, MAHPREIT or its agencies shall be entitled to examine the Books of Accounts of the Bidders and the Bidders shall provide necessary information of the relevant financial documents in English and shall extend all possible help for the purpose of such examination.

13. Section XIII Other Provisions

13.1 This Agreement is subject to Indian Law. Place of performance and jurisdiction is the establishment of MAHAPREIT.

- 13.2** Changes and supplements as well as termination notices need to be made in writing.
- 13.3** If the Contractor/Bidder is a partnership firm or a consortium or Joint Venture, this agreement must be signed by all partners, consortium members and Joint Venture partners.
- 13.4** Nothing in this agreement shall affect the rights of the parties available under the General Conditions of Contract (GCC) and Special Conditions of Contract (SCC) which are part of the Bidding Document.
- 13.5** Views expressed or suggestions/submissions made by the parties and the recommendations of the Vigilance Officer in respect of the violation of this agreement, shall not be relied on or introduced as evidence in the arbitral or judicial proceedings (arising out of the arbitral proceedings) by the parties In connection with the disputes/differences arising out of the subject contract.
- 13.6** Should one or several provisions of this Agreement turn out to be invalid, the remainder of this Agreement remains valid. In this case, the parties will strive to come to an Agreement to their original intentions.

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

Names of Members of the Bidder/JV/Consortium	Signatures:
	Signatures: _____ Name: Designation Place:
	Signatures: _____ Name: Designation Place:

ANNEXURE – VIII

UNDERTAKING for land lease rights

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

I/We of M/s.

.....

Bidder for Empanelment of Agencies having Plug-and-Play Solar Parks for Development of Utility-Scale Solar Power Projects in Maharashtra do hereby undertake that I/we agree to provide the land for the period of 30 years on lease basis for Development of Utility-Scale Solar Power Projects in Maharashtra.

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

ANNEXURE – IX

UNDERTAKING for holding company

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

I/We of M/s

.....

Bidder for Empanelment of Agencies having Plug-and-Play Solar Parks for Development of Utility-Scale Solar Power Projects in Maharashtra do hereby undertake that I/we agree to submit the board resolution of the holding company to meet the turnover criteria subject to an unconditional undertaking of financial support along with the board resolution of the holding company.

Signatures of the Consultant

Or Authorized Person

(Name of Firm with seal)

ANNEXURE – X

FORMAT FOR JV / CONSORTIUM AGREEMENT

**Joint Bidding / Consortium Agreement Format for Participation in
Request for Qualification (RFQ) For Empanelment of Agencies
having Plug-and-Play Solar Parks for Development of Utility-Scale
Solar Power Projects in Maharashtra.**

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

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

AMONGST

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

AND

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

AND

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

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

WHERE AS,

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

- ii. The Parties are interested in jointly bidding for the Project as members of consortium in accordance with the terms and conditions of the RFP document and other bid documents in respect of the Project, and
- iii. It is a necessary condition under the RFP document that the members of the Consortium shall enter into a Consortium agreement and furnish a copy thereof with the Application.

NOW IT IS HEREBY AGREED as follows:

Definitions and Interpretations

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

1. Consortium:-

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

2. Role of the Parties:-

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

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

Project Category	Participation* (Yes / No)

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

- b) The bidder shall be evaluated collectively (consortium partners) for qualification against eligibility criteria as per RFP.
- c) First Part shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and after its selection as Successful Bidder.
- d) First Part would be responsible and obligated for successful execution of all work awarded to them by MAHAPREIT and in no circumstances the same shall be the responsibility of Second Part. Pursuant to selection of Successful Bidder as per criteria delineated in the RFP, all obligations as per RFP shall be borne by the First Part.
- e) Second Part and Third part shall work in accordance with roles and responsibilities assigned to them by First Part as a part of their internal understanding.

- f) Parties have agreed and documented clearly stated roles and responsibilities between First Part, Second Part and Third Part for execution of work awarded by MAHAPREIT.
- g) Subject to the terms of this agreement, the share of each Member of the Consortium in the "issued equity share capital" shall be in the following proportion: (if applicable)

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

3. Termination:-

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

4. Miscellaneous

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

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

SIGNED, SEALED AND DELIVERED For
and on behalf of Lead Member by:

(Signature)
(Name & Designation)
(Address)
In Presence of:
Witness -1
Witness -2

SIGNED, SEALED AND DELIVERED For
and on behalf of Lead Member by:

(Signature)
(Name & Designation)
(Address)
In Presence of:
Witness -1
Witness -2

SIGNED, SEALED AND DELIVERED For
and on behalf of Third Part:

(Signature)
(Name and Designation)
(Address)

In Presence of:
Witness -1
Witness -2

ANNEXURE – XI

UNDERTAKING for non-blacklisting

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

I/We of M/s

.....

Bidder for Empanelment of Agencies having Plug-and-Play Solar Parks for Development of Utility-Scale Solar Power Projects in Maharashtra do hereby undertake that I/we certify that I/We are not blacklisted by any central or state Government or public sector undertaking in India.

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

ANNEXURE – XII

FORMAT FOR BID SECURITY/EMD/BID GUARANTEE FEE

(To be submitted separately for each Project Category)

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

Ref._____Bank Guarantee No._____Date:_____

In consideration of the *[Insert name of the Bidder]* (hereinafter referred to as Bidder) submitting the response to RFQ for Empanelment of Agencies having Plug-and-Play Solar Parks for Development of Utility-Scale Solar Power Projects in Maharashtra in response to the RFQ No.____Dated._____issued by Mahatma Phule Renewable Energy & Infrastructure Technology Limited considering such response to the RFQ of *[insert the name of the Bidder]* as per the terms of the RFQ, the *[insert name & address of bank]* hereby agrees unequivocally, irrevocably and unconditionally to pay to MAHAPREIT forthwith on demand in writing from MAHAPREIT or any Officer authorized by it in this behalf, any amount up-to and not exceeding Rupees *[Insert amount]* only, on behalf of M/s. *[Insert name of the Bidder]*.

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

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

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

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

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

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

accordance with its terms as against the Guarantor Bank in the manner provided herein.

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

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

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

Power of Attorney No.

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

Date, this _____ day of _____ 20_____

(Name and Signature of the Authorized Signatory)

ANNEXURE – XIII
Format for technical details of plug and play park
(To be given by the Bidder on the Letter head)

Sr. no.	particulars	Technical details of plug and play park

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