



महाराष्ट्र शासन



**MAHATMA PHULE RENEWABLE ENERGY & INFRASTRUCTURE
TECHNOLOGY LTD. (MAHAPREIT),**
(Subsidiary of MPBCDC, a Government of Maharashtra undertaking)

MAHAPREIT/RESCO/EoI/EDTS/2026

**INVITATION TO OFFER
e- Expression of Interest (EoI)
For
Business model for Supply of Electric Drive Tractors / Loaders for Small and medium duty size
applications on Service mode arrangement.**

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

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

<https://mahapreit.in>

MAHATMA PHULE RENEWABLE ENERGY & INFRASTRUCTURE TECHNOLOGY LTD

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

TIME SCHEDULE OF THE e-EoI	
1. EoI No.	MAHAPREIT/RESCO/EoI/EDTS/2026
2. Project Name	Expression of Interest (EoI) For Business model for Supply of Electric Drive Tractors / Loaders for Small and medium duty size applications on Service mode arrangement
3. Offer Document Cost Rs.	Rs. 10,000/- + GST 18% (Offer Document Cost and E.M.D. amount shall be paid through online payment gate at tender portal)
4. Earnest Money Deposit (EMD)	Rs. 50,000/- (Refundable)
6. Empanelment Fees	Rs. 50000/- + 18% GST to be paid in Bank of Maharashtra Account. MAHATMA PHULE RENEWABLE ENERGY & INFRASTRUCTURE TECHNOLOGY LTD. Account No: 60436723381 IFSC: MAHB0000164 Kalanagar Bandra Branch
7. Date of publication of e-tender through publication in MAHAPREIT websites and https://mahatenders.gov.in/	Date: 13/03/2026
8. Date of availability to the Vendors for downloading	Date: 13/03/2026
9. Date & Time of Online Pre-Bid Meeting	Date: 23 /03/2026@3.00 PM
10 Last Date of Sale of tender at https://mahatenders.gov.in/	Date: 30/ 03/2026@2.00 PM
11 Last Date & Time of Submission of tender at https://mahatenders.gov.in/	Date: 30/03/2026@3.00 PM
12 Date and time of opening of Technical Bid	Date: 01 /04 /2026@4.00 PM
13 Contact Details of MAHAPREIT Official Address Email: Phone:	Mr. Mahajan (CGM IT in charge) 022- 69214 625/422/400 cgm.resco4@mahapreit.in , cgm.co-op@mahapreit.in gm.resco@mahapreit.in

		501, 502 Pinnacle Corporate Park, B Wing, 5th floor. Next to Trade Centre BKC Mumbai
14	EOI Acceptance Authority	Managing Director, MAHAPREIT

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

**EXECUTIVE DIRECTOR
MAHAPREIT LTD**

DEFINITIONS AND E-EOI DATA

DEFINITIONS:

i. **MAHAPREIT:**

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

ii. **REGISTERED ADDRESS FOR COMMUNICATION**

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

iii. **WEBSITE:**

Web Site means official websites for e-tendering having following web addresses:
<https://mahapreit.in>

iv. **APPLICANT:**

Bidders: Firms/Companies/Consortium/Joint Ventures/ Project Management Consultant/Agencies/ for Selection of Project Management Consultant Agency for 80 MW(AC) Distributed Grid-Connected Canal Top Solar PV Projects across multiple canal stretches in the state of Goa.

v. **EXECUTIVE DIRECTOR:**

Executive Director shall mean Executive Director of MAHAPREIT Ltd.

vi. **COMPETENT AUTHORITY:**

Competent Authority shall mean the Managing Director of MAHAPREIT Ltd.

vii. **CONTRACTOR/OEM:**

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

viii. **CONTRACT:**

The contract shall mean and include the following documents.

a. Volume I - EOI Documents.

b. EOI Document and information/data submitted by the contractor.

ix. **WORK AND UNIT:**

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

Unit: Unit wherever considered shall mean a District/Regional/Head Office of MAHAPREIT.

Expression of Interest

Inviting for

Business model for Supply of Electric Drive Tractors / Loaders for Small and medium duty size applications on Service mode arrangement

1. BACKGROUND:

MAHAPREIT, a Government of Maharashtra undertaking, is actively engaged in the development and implementation of renewable energy projects, including initiatives in the State of Goa. As part of its commitment to advancing clean energy infrastructure, MAHAPREIT has initiated plans to develop a canal-top solar power project in Goa, aimed at strengthening the state's renewable energy capacity.

The Government of Maharashtra is actively promoting the adoption of clean and sustainable technologies across sectors to reduce carbon emissions and improve energy efficiency. In line with the state's commitment to green mobility and the transition towards electric-powered equipment, the Mahatma Phule Renewable Energy and Infrastructure Technology Limited (MAHAPREIT) aims to facilitate the deployment of electric-drive machinery for various operational applications across Maharashtra.

Electric drive tractors and loaders for small and medium-duty applications can play a significant role in reducing dependence on fossil fuels, lowering operational costs, and minimizing environmental impact in sectors such as agriculture, municipal services, industrial logistics, and infrastructure maintenance. Adoption of such equipment also aligns with the broader objectives of the Government of Maharashtra to promote renewable energy integration, electrification of mobility, and sustainable infrastructure development.

To accelerate the adoption of electric drive tractors and loaders, MAHAPREIT intends to explore a service-mode business model, wherein equipment may be deployed and operated through suitable partners, reducing the upfront investment burden for end users and enabling wider accessibility to modern electric machinery.

In this context, MAHAPREIT invites Expressions of Interest (EoI) from interested manufacturers, technology providers, service operators, and other eligible stakeholders to propose viable business models for the supply and deployment of Electric Drive Tractors and Loaders for small and medium-duty applications on a service mode arrangement across Maharashtra. The objective is to identify capable partners who can support the large-scale introduction, operation, and maintenance of such equipment while ensuring efficiency, reliability, and environmental sustainability.

2. INFORMATION ABOUT THE CORPORATION: -

- 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.

3. SCOPE OF WORK:

Under this Expression of Interest (EoI), selected partners will be responsible for supporting the deployment and operation of Electric Drive Tractors Loaders and Trolleys for small and medium-duty applications across Maharashtra under a service-mode arrangement in coordination with Mahatma Phule Renewable Energy and Infrastructure Technology Limited (MAHAPREIT).

The scope of the work of Business model for Supply of Electric Drive Tractors / Loaders for Small and medium duty size applications on Service mode arrangement includes following components:

The indicative scope of work includes, but is not limited to, the following:

1. Supply and Deployment of Equipment:

- i. Supply Electric Drive Tractors Loaders and/or Trolley suitable for small and medium-duty operational requirements along with operator/driver.
- ii. Ensure the equipment meets relevant technical standards, safety requirements, and regulatory compliances applicable in India.
- iii. Deploy the equipment at locations identified by MAHAPREIT or its associated agencies across Maharashtra.

2. Service-Mode Operation Model:

- i. Provide tractors/loaders on a service basis (such as pay-per-use, leasing, or service contract model) rather than outright sale.
- ii. Ensure availability of equipment for defined operational hours or project-based activities as required.

3. Operation and Maintenance (O&M):

- i. Provide trained operators for efficient and safe operation of the equipment.
- ii. Undertake routine maintenance, preventive maintenance, and repair services to ensure high uptime and performance of the machinery.
- iii. Ensure availability of spare parts and service support.

4. Charging Infrastructure and Energy Management:

- i. Provide or facilitate suitable charging infrastructure for the electric tractors/loaders where required.
- ii. Ensure reliable charging arrangements and efficient energy management for uninterrupted operations.

5. Performance Monitoring and Reporting

- i. Implement systems for monitoring equipment usage, operational efficiency, and uptime.
- ii. Submit periodic reports to MAHAPREIT on performance, utilization, maintenance status, and environmental benefits such as reduction in fuel consumption and emissions.

6. Training and Capacity Building

- i. Provide training to operators, technicians, and relevant stakeholders for safe

handling, operation, and basic maintenance of electric drive equipment.

7. Compliance and Safety

- i. Ensure compliance with all applicable statutory regulations, safety standards, and environmental norms.
- ii. Maintain insurance, certifications, and documentation required for the operation of the equipment.

8. Support for Pilot and Scale-Up

- i. Participate in pilot deployments and demonstrations if required.
- ii. Support scaling up of the service model across different regions and application sectors in Maharashtra.

9. QUALIFYING CONDITIONS

a. Electric Tractor

- i. Motor Capacity: up to 90 kW
- ii. Battery Capacity: up to 120 kWh
- iii. Tractor Power: 45 HP to 120 HP

b. Loader

- i. Bucket Type: Loader / Grabber / Bale Catcher / Pin Type
- ii. Drop Height Range: 12 feet to 24 feet
- iii. Load Carrying Capacity: up to 1300 kg
- iv. Bucket Capacity: up to 2.0 cubic meters (CUM)
- v. Dump Height: up to 12 feet

c. Trolley

- i. Maximum Size: 32 feet (L) × 8 feet (W) × 10 feet (H)
- ii. Load Carrying Capacity: up to 15 tonnes

d. Lease Conditions

The Original Equipment Manufacturer (OEM) must also fulfill the following leasing conditions:

- i. The OEM must have a minimum of 1-year experience in fleet management of leased EV tractors, including operation and maintenance contracts under lease agreements for related use cases.
- ii. The lease agreement of the OEM must be linked only to sustainability / renewable energy-based use cases.

10. Financial Eligibility Criteria:

- i. The average turnover during the last 3 years must be at least ₹1 crore.

11. BID EVALUATION CRITERIA

Evaluation Method is based on Lowest financially quoted bid as follows:

- i) The L1 selection method is a price-based tender evaluation approach where the contract is awarded to the bidder who quotes the Lowest Price (L1) among all technically qualified bidders.

- ii) MAHAPREIT may ask bidders other than L1 for matching the rate quoted by L1 bidder.

12. INFORMATION AND INSTRUCTIONS TO APPLICANT BIDDERS:

The Applicant bidder should download Main EoI Document from the website.

<https://mahatenders.gov.in/nicgep/app>

- i. 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.
- ii. The Main EoI Document shall be typed on applicant's letterhead and uploaded the scanned copy.
- iii. Any overwriting or correction shall be attested. All pages of the Main EoI Document shall be numbered and should be submitted as package with a signed letter of transmittal.
- iv. All the information must be filled in English language only.
- v. 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 digitally signed by the applicant.
- vi. The applicant is encouraged to attach any additional information, (PDF copies of similar job orders which were already carried out, regarding his capabilities). No further information will be entertained after submission of Main EOI Document unless it is requested by MAHAPREIT.
- vii. The Main EoI 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.
- viii. The cost incurred by the 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.

13. METHOD OF APPLYING.

If the application is made by bidder Organizations it shall be digitally signed by Authorized representatives giving their full Type written names and current addresses 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.

14. REVISION OR AMENDMENT OF EOI DOCUMENTS:

All Rights are reserved to revise or amend the EOI document released on website, prior to time specified in time schedule for main EoI 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.

15. EARNEST MONEY:

All Bidders shall pay entire E.M.D. and required payment shall be made through the e-payment gateway /RTGS/NEFT and uploading payment receipts as the case may be. After acceptance of the offer by successful Bidder, the E.M.D. of other Bidders will normally be refunded within 15 days.

16. MANNER OF SUBMISSION OF EOI AND ITS ACCOMPANIMENTS

Main EOI 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.

17. CONFLICT OF INTEREST

- i. The selected Organization/Groups should provide transparent, professional, objective, impartial service and hold MAHAPREIT's interest paramount with utmost integrity.
- ii. The selected bidder shall not deploy former contractual employees who have served MAHAPREIT.
- iii. The selected bidder shall not downstream or outsource any part of the scope of work from any agency appointed by the MAHAPREIT or sublet the work assigned.
- iv. Non-disclosure of such an association will lead to termination of Agency.

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

- i. Company Incorporation Certificate
- ii. PAN Card
- iii. GST Certificate
- iv. PF (Provident Fund) and ESIC (Employee State Insurance) Certificates
- v. PTRC (Professional Tax Registration Certificate)
- vi. ARAI or ICAT Type Approval Certificate under CMVR (Central Motor Vehicle Rules)
- vii. Approval Letter from the Maharashtra Transport Commissioner for registration of Electric Tractors
- viii. Lease Agreement between the OEM and the end client (sustainability / renewable energy based use cases) for hiring EV tractors, including operation and maintenance contracts
- ix. Turnover certificate certified by a Chartered Accountant
- x. Copy of valid driving license.

- xi. Scanned copy of Power of Attorney authorizing representative to act on behalf of the firm/Organization.
- xii. 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.
- xiii. Undertaking duly signed on letterhead of the firm and scanned copy in ANNEXURE.
- xiv. Scanned Copy of duly signed EOI offer indicated both in figures and words, to be submitted separately as a Price Bid (online)
- xv. Signed and scanned copy of all pages of EOI documents.
- xvi. Scanned copies of ANNEXURES (Duly Signed and Affixed with Firm Seal).
- xvii. Relevant Supporting documents issued by the Competent Authority must be uploaded for all information given the in prescribed proforma.

19. CLARIFICATIONS:

The clarification (s), if any, may please be sought separately from either Chief General Manager (CGM RESCO), or CGM (IT) MAHAPREIT, MUMBAI. / cgm.resco4@mahapreit.in, cgm.co-op@mahapreit.in gm.resco@mahapreit.in

20. OPENING OF EOI AND EVALUATION

- xviii. On the Date specified in the time schedule EoI opening authority will open the EOI. Following procedure will be adopted for opening of the EOI.
- xix. The Competent Authority will open all the Bids received (except those received late), including modifications made pursuant to Para 3. (REVISION OR AMENDMENT OF EOI DOCUMENTS) & 13 (Clarification of Bids) in the presence of the Bidders or their representatives who choose to attend the opening at 16:00 hours on 01/04/2026. As per the scheduled for Technical Bid and the specified place at MAHAPREIT, MUMBAI.
- xx. 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.
- xxi. The Bidders' names, the Bid Amount, the total amount of each Bid and of any alternative Bid (if alternatives have been requested or permitted), Bid modifications and withdrawals, and such other details as the Competent Authority may consider appropriate, will be announced by the Competent Authority at the opening.
- xxii. The Competent Authority shall prepare minutes of the Bid opening, including the information disclosed to those present.

21. 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 his Bid.

22. CLARIFICATION OF BIDS

- i. To assist in the examination, evaluation, and comparison of Bids, the Competent Authority may, at his discretion, ask any Bidder for clarification of the 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.
- ii. 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.
- iii. 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.

23. ACCEPTANCE OF OFFER:

- i. After the Selection of Advisory Consultant to study the existing renewable initiatives and provide techno-commercial, regulatory and strategic advisory services to MAHAPREIT in its RE initiative across India, the work will be assigned as per the price quote evaluations, before acceptance, the successful Bidder will be called for negotiation by appropriate officers of MAHAPREIT.
- ii. After such negotiations, the acceptance of an offer may be intimated to the successful bidder 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 acceptance of work order etc. formalities within 15 days from the Date of intimation.
- iii. In the event of failure of the Bidder to sign the agreement within the stipulated time, the security 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 the next or any other bidder to whom the MAHAPREIT considers suitable. EOI Acceptance Authority reserves the right to reject any or all offers in full or part without assigning any reasons.

24. SIGNING OF AGREEMENT:

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

25. Commercial Terms for Lease Agreement between OEM and MAHAPREIT

- i. Lease Duration: Minimum 7 years.
- ii. Target Internal Rate of Return (IRR): 15-20% per year.
- iii. Insurance: Tractor and operator insurance for the entire lease period shall be maintained by the OEM.
- iv. RTO Registration: To be completed by the OEM.
- v. Spare Parts: Required spare parts for preventive and corrective maintenance shall be provided by the OEM.
- vi. Charging Infrastructure and Power Supply: To be arranged by the OEM.

26. FORFEITURE OF E.M.D. AND CANCELLATION OF LETTER OF ACCEPTANCE

- i. Letter of acceptance given to successful Bidder shall stand cancelled and E.M.D will be forfeited in following events and under such circumstances EOI Acceptance Authority shall consider next lowest Bidder if he is found suitable and eligible.
- ii. Successful Bidder fails to give various undertakings and declarations given in the EoI document.
- iii. Successful Bidder fails to sign Empanel Agreement in PRESCRIBED PROFORMA.
- iv. Submitting wrong information/documents
- v. MAHAPREIT reverse the rights regarding EMD Refund and Forfeiture of EMD.

27. OTHER GENERAL INSTRUCTIONS:

- i. Completed documents can be submitted on the on the following Web address:
<https://mahatenders.gov.in/nicgep/app>
- ii. Incomplete Schedules /Forms and without necessary details and enclosures are liable to be rejected.
- iii. The language for submission of document shall be English.
- iv. The enclosed Annexure shall be filled in completely and wherever no applicable it should be written as Not Applicable.
- v. The person signing the document submission on behalf of the Applicant shall enclose Power of Attorney duly authorized and notarized for the same.
- vi. Financial data should be given in Indian Rupees only.
- vii. 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.
- viii. 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.
- ix. 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 concern authorities

- x. MAHAPREIT reserves the right to annul the EoI 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.
- xi. The document in complete in any respect or without supporting documents will be treated as non-responsive and is liable for rejection.

28. PENALTY CLAUSE:

In case of breakdown of tractor vehicle, the agency should arrange spare vehicle for assigned work, if he will fail then he will have to pay charges for arranging another vehicle on actual basis.

29. 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 EOI without assigning any reasons thereof and his decision will be final. MAHAPREIT reserves the right to place order to bidder at the rate of H1 bidder which is decided after final negotiations. MAHAPREIT reserves the right to accept/reject any bid in part or in full or all the bids without assigning any reasons thereof

30. AMENDMENT OF EOI DOCUMENTS:

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

31. GENERAL TERM AND TERMINATION

This Agreement shall become effective upon signing and shall terminate upon breach of the agreement/work orders. 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.

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.

32. 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.

33.DOCUMENTS COMPRISING THE BID:

- i. The Technical Bid, the Price Bid and the Physical Support Documents.
- ii. Latest revision of Bid Specification published by the MAHAPREIT.
- iii. Documentary evidence in accordance with Qualifying Requirement
- iv. Bid document fee receipt
- v. Bid security (EMD)
- vi. Bid processing Fee payment receipt
- vii. All Annexures

34.OPENING OF BIDS

- i. The Technical Bid opening will be at the specified time.
The evaluation committee would first check the payment of EMD and bid processing fee Any mismatch between the scanned copy of EMD/Bid processing fee instruments and the physical instrument 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. Based on technical evaluation, financial criteria, and financial evaluation method, the bidder quoting the L1 price shall be considered the successful bidder.

35.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.

36.NOTIFICATION OF AWARD OF CONTRACT:

The notification of award of the 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.

37.SIGNING OF AGREEMENT/ CONTRACT:

- i. The successful Bidder/OEM shall have to furnish acceptance of the 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 Agreement with the MAHAPREIT within 15 calendar days from the Date of issue of Letter of Award. Under certain circumstances, MAHAAPREIT may give extension of

time for signing of contract.

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

38.DEVIATIONS

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

39.TERMS OF PAYMENTS

Monthly Service Charges

- a. The service provider shall be paid monthly service charges based on the agreed service model (per equipment per month / per hour of operation / hybrid model).
- b. Payment will be based on the number of operational vehicles and performance parameters such as uptime and utilization.
- c. Timeline: Payment shall be released within 30 days from the date of submission and verification of the monthly invoice.

Bidder shall submit the bills/invoices in triplicate to Chief Finance Officer, MAHAPREIT. The payment shall be done after due clearances and approval within 30 days from the submission of Bills/invoices to MAHAPREIT. No interest shall be payable on delayed payments, and no financial charges arising from invoice processing delays shall be entertained.

40.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.

41.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.

42.RESPONSIBILITY AND OBLIGATIONS OF THE BIDDER/OEM

- i. The Bidder shall be responsible to pursue, expedite and ensure timely submission of all data and documents.
- ii. The Bidder shall not prepare article(s) or photograph(s) for publication or speeches about the Services without the prior written consent of MAHAPREIT.

- iii. The Bidder shall be the employer of all the personnel engaged directly or indirectly in rendering the Services under the Contract Agreement.
- iv. This EOI 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 Bidder Firm in the performance of Services.
- v. 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.
- vi. 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.
- vii. 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.
- viii. The Bidder shall be acquainted with the all the statutory requirements, Indian Environment and Health and Safety laws as applicable for the project.
- ix. 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.

43. CONFIDENTIALITY

- a. All plans, design calculations, studies, data, maps, drawings and specifications prepared by the Bidder in connection with the services to be provided by the consultancy Services under the Agreement 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 MAHAPREIT.
- b. 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.

44. 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

Agreement.

45. WARRANTY AND LIABILITY OF THE BIDDER

- a. Notwithstanding anything contained in this EOI, 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 EOI. In such case, MAHAPREIT may penalize bidder to the extent limited to 10% of the contract value other than the L.D. and MAHAPREIT may also enforce the clause No.13 of this section in this regard.
- b. 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.

46. 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:

- a. 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 Bidder.
- b. Damages and losses resulting from non-compliance with the obligations established hereunder.
- c. 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 bidder Services.
- d. Breach (either directly by it or through its representatives and/or employees) of any representation and warranty declared herein by it;
- e. 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 EOI due to neglect, omission or intentional act of PMC Services

47. DEFAULT OF MAHAPREIT / BIDDER

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.
- iv. 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 bidder arising out of or in connection with such termination, based on documentary evidence to be furnished by the bidder.

- v. 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 notice in writing to the Bidder to make good the failure, neglect, or contravention.

In the event of the BIDDER: -

- vi. 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 EOI, direct the Bidder not to render such Services and get such Services done by other agencies at the risk and cost of the Bidder. The Owner, 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.

48.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.

49.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.

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.
Pertaining to TECHNICAL PART of bid specification				
1	General Financial & Commercial Particulars of Bidder/Each Member of the Consortium (Annexure 1)	1	Mandatory	
2	Technical Qualification Data (Annexure 2)	2	Mandatory	
3	Power of Attorney to be provided by the Bidding Company/ Lead Member in favour of its representative as evidence of Authorized Signatory's authority along with 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 3)	3	If Applicable	
4	Undertaking (To be given by the Bidder on the Letter head) (Annexure 4)	4	Mandatory	
5	Format Of Covering Letter (On Letterhead of Firm) (Annexure 5)	5	Mandatory	

ANNEXURES

ANNEXURE 1:

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	:	
7	Nature/status of firm : (Whether sole proprietary/Partnership/Private Limited/Public Limited/ Public Sector) Do you anticipate any change in the Ownership during the proposed period of Work If yes, define the scope and effect thereof	:	No/Yes
8	Financial detail		No/Yes
a	Balance sheets and profit & loss	:	No/Yes
b	Account for the last 3 years	:	No/Yes
c	Income tax clearance certificate for the past three years.	:	No/Yes
d	GST certificate	:	No/Yes
e	Turnover & Net Worth certificate for the last 3 years	:	No/Yes
f	Company Registration Certificate	:	No/Yes
9	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:
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 Business model for Supply of Electric Drive Tractors / Loaders for Small and medium duty size applications on Service mode arrangement

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 3

UNDERTAKING

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

I/We of M/s.....

Bidder for e-EOI for Business model for Supply of Electric Drive Tractors / Loaders for Small and medium duty size applications on Service mode arrangement. work with the Executive 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 Agency
Or Authorized Person
(Name of Firm with seal)

ANNEXURE 4
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: E-EoI -----

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.