

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

Invites

Request for Proposal (RFP)

For

**Tariff Discovery & Selection of Solar Power Developers through Competitive
Tendering Process for 100 MW Behind-the-Meter (BTM) with and without
Battery Energy Storage System (BESS) under RESCO Model in the state of
Maharashtra**

RFP No: MAHAPREIT / RESCO / BTM / 01 / 2026-27

Date: 08/06/2026

Issued by: -

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

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

Website: <https://mahapreit.in>



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

RFP No: MAHAPREIT/ RESCO /BTM/01/2026-27

Dated: 08/06/2026

The Mahatma Phule Renewable Energy & Infrastructure Technology Limited, invites Bids from the Bidders to participate through this “Tariff Discovery & Selection of Solar Power Developers through Competitive Tendering Process for 100 MW Behind-the-Meter (BTM) with and without Battery Energy Storage System (BESS) under RESCO Model in the state of Maharashtra”

For the implementation of above-mentioned work, Bidders should submit their bid proposal along with non-refundable Tender fees and all requisite documents complete in all respects on or before 23/06/2026 up to 16:00 Hours in the office of MAHAPREIT in prescribed format. Bid proposals received without the prescribed Tender fees and Bid Security shall be rejected. In the event of any date indicated above is a declared Holiday, the next working day shall become operative for the respective purpose mentioned herein. Technical Bid will be opened on 24/06/2026 at 15:00 Hours in the presence of authorized representatives of Bidders who wish to be present.

Bid documents which include eligibility criteria, technical specifications, various conditions of Agreement, formats, etc. can be viewed and can be downloaded from <https://www.bharat-electronictender.com/> for online submission.

DISCLAIMER

1. Though adequate care has been taken while preparing this RFP document (inclusive of Formats and Annexures), the Bidders shall satisfy themselves that the document is complete in all respects. Intimation of any discrepancy shall be given to this office immediately. If no intimation is received from prospective Bidder at least ten (10) days prior to Bid Submission deadline, it shall be considered that the RFP document is complete in all respects.
2. MAHAPREIT reserves the right to modify, amend or supplement RFP documents including all formats and annexures at any time before Bid Submission deadline. Bidders are advised to follow MAHAPREIT's website for updated information.
3. While this RFP has been prepared in good faith, neither MAHAPREIT nor their employees make any representation or warranty, expressed or implied, or accept any liability in respect of any statement or omission herein.
4. The Bidder shall be deemed to have examined the RFP and PPA, obtained information in all matters that might affect carrying out of works, and to have satisfied himself of the sufficiency of his Bid.

BID INFORMATION SHEET

1	Document Description	“Tariff Discovery & Selection of Solar Power Developers through Competitive Tendering Process for 100 MW Behind-the-Meter (BTM) with and without Battery Energy Storage System (BESS) under RESCO Model in the state of Maharashtra”
2	RFP No. & Date	RFP No: MAHAPREIT / RESCO / BTM / 01 / 2026-27 Dated: 08/06/2026
3	RFP Purchase Start Date	08/06/2026 at 18:00 Hours
4	RFP Purchase End Date	23/06/2026 at 15:00 Hours
5	Broad Scope	Design, Engineering, Supply, Financing, Installation, Testing and Commissioning along with Comprehensive Operation & Maintenance for twenty-five (25) Operational Years of Roof Top Solar PV Projects of aggregate capacity of 100 MW Behind-the-Meter (BTM) with and without Battery Energy Storage System (BESS) under RESCO model in the state of Maharashtra.
6	Project Categories Sub-	<ul style="list-style-type: none"> ➤ A1-S: 20–100 kW Solar Only (25 MW) ➤ A1-B: 20–100 kW Solar+30% BESS/2 Hrs (25 MW) ➤ A2-S: 101–250 kW Solar Only (25 MW) ➤ A2-B: 101–250 kW Solar+50% BESS/2 Hrs (25 MW)
7	Financial Bid Evaluation	FOUR INDEPENDENT L1 Tariff Discoveries – one per sub-category (A1-S, A1-B, A2-S, A2-B).
8	Pre-bid Meeting	<p>The pre-bid meeting shall be held on 16/06/2026 at 15:00 hours. The Bidders shall nominate a maximum of 2 representatives and share the following participation details at:- cgm.etap@mahapreit.in gm.resco@mahapreit.in cgm.it@mahapreit.in</p> <ul style="list-style-type: none"> • Name of the Bidder • Name, Email, Contact No. of the Participant(s)

		Pre-bid meeting shall be hosted ONLINE by MAHAPREIT office, Mumbai.
9	Last date & Time of Bid Submission	23/06/2026 at 16:00 Hours
10	Submission of mandatory hard copies (Technical bid)	----
11	Bid Opening (Technical)	24/06/2026 at 16:00 Hours
12	Bid Opening (Financial)	Will be intimated later through e-procurement portal and MAHAPREIT website.
13	Tender fees (non-refundable)	Tender Fee of INR 10,000.00 (Ten Thousand Only) +18% GST. Bidder shall submit their tender fees with GST in the below mentioned bank account of MAHAPREIT.
		ACCOUNT NAME: MAHATMA PHULE RENEWABLE ENERGY & INFRASTRUCTURE TECH LTD
		NAME OF BANK: SBI
		ACCOUNT NO: 42806014198
		IFSC: SBIN0009995
		MICR CODE: 400002133
		BRANCH CODE: 9995
14	Bid Security/EMD (Refundable)	INR 2,25,000 per MW per sub-category. Bidder shall submit their Bid Security/EMD in the below mentioned bank account of MAHAPREIT.
		ACCOUNT NAME: MAHATMA PHULE RENEWABLE ENERGY & INFRASTRUCTURE TECH LTD
		NAME OF BANK: SBI
		ACCOUNT NO: 42806014198
		IFSC: SBIN0009995
		MICR CODE: 400002133
		BRANCH CODE: 9995
MSMEs with valid UDYAM registration (as on bid submission date) exempted. For Consortium, all members must be registered MSMEs. “Project category wise Bid Security/EMD to be submitted by the Bidder(s)” of RFP document, shall be paid above mentioned bank account of MAHAPREIT.		

		<p>Bid Information Sheet: Bid Security: No exemption towards Bid Security is allowed to any type of organizations/ agencies including any Govt./ semi-Govt./ PSUs.</p> <p>For a Consortium to be eligible for exemption from submission of Earnest Money Deposit, all the members of the Consortium shall be registered as MSME having valid UDYAM registration as on the last date of bid submission.</p>										
15	Performance Bank Guarantee ("PBG")	<p>Successful Bidder shall be required to furnish a Performance Bank Guarantee ("PBG") as per the provisions of the RFP.</p> <p>2.5% of Work Order value per sub-category, valid 15 months from issuance of LOA Effective Date + 1month claim period.</p> <p>The Performance Guarantee required to be submitted in the form of a Bank Guarantee issued by a nationalized or scheduled bank or Cheque, or Demand Draft, or Online Bank Transfer or FDR linked to MAHAPREIT.</p>										
16	Tender processing Fee	<p>The non-refundable bid processing fees of Rs. 1 Lakhs+ 18 % GST per MW to be payable by RESCO / bidder below mentioned bank account of MAHAPREIT.</p> <table border="1"> <tr> <td>BANK NAME:</td> <td>BANK OF MAHARASHTRA.</td> </tr> <tr> <td>ACCOUNT NAME:</td> <td>MAHATMA PHULE RENEWABLE ENERGY AND INFRASTRUCTURE TECHNOLOGY</td> </tr> <tr> <td>BRANCH:</td> <td>KALANAGAR BANDRA</td> </tr> <tr> <td>IFSC NO:</td> <td>MAHB0000164</td> </tr> <tr> <td>ACC. NO.</td> <td>60436723381</td> </tr> </table>	BANK NAME:	BANK OF MAHARASHTRA.	ACCOUNT NAME:	MAHATMA PHULE RENEWABLE ENERGY AND INFRASTRUCTURE TECHNOLOGY	BRANCH:	KALANAGAR BANDRA	IFSC NO:	MAHB0000164	ACC. NO.	60436723381
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IFSC NO:	MAHB0000164											
ACC. NO.	60436723381											
17	Minimum Bid Capacity	5 MW overall across all sub-categories; Minimum 10% of total bid quantity in A1 sub-categories (A1-S + A1-B combined)										
18	Maximum Bid Capacity	75 MW across all sub-categories										
19	ALMM Compliance	Mandatory for all solar modules and cells										
20	Update on this RFP	<p>Bidders are advised to keep track of the changes/ updates/ corrigendum regarding this RFP on https://mahapreit.in/ and</p>										

		https://www.bharat-electronictender.com/websites .
21	Documents to be uploaded	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.
22	Currency of Bids	Indian Rupees (INR)
23	Address for Bid submission/ correspondence	MAHAPREIT, B-501 Pinnacle Corporate Park, 5th floor, next to Trade centre, Bandra Kurla Complex, Bandra East, Mumbai, Maharashtra 400051 Email ID: cgm.etap@mahapreit.in gm.resco@mahapreit.in cgm.it@mahapreit.in

B. DEFINITIONS & ABBREVIATIONS

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

SN	Term	Definition
1	Affiliate	<p>Shall mean a Company / Limited Liability Partnership (LLP) Firm/ Partnership Firm/ Sole Proprietor that directly or indirectly a) controls, or b) is controlled by, or c) is under common control with a Bidder or Member of a Consortium in which the parent company has at least 26% equity.</p> <p>Any bank or financial institution shall not be considered as Affiliate</p>
2	Benchmark Cost	<p>Shall mean the benchmark costs as declared by MNRE for FY 2021- 22 vide their Office Memorandum No. 32/24/2020-SPV Division, dated 27th October 2021, MNRE Benchmark Costs for FY 2021-22</p>
3	B.I.S	<p>Shall mean specifications of Bureau of Indian Standards (BIS)</p>
4	Bid	<p>Shall mean the Technical and Financial Proposal submitted by the Bidder along with all documents/credentials/attachments / annexure etc., in response to this RFP, in accordance with the terms and conditions hereof</p>
5	Bidder	<p>Bidder(s) shall include any Company, Limited Liability Partnership (LLP), Partnership Firm, Sole Proprietorship, or Consortium formed by such entities that are recognized under any applicable Indian law, including professional bodies incorporated or registered under any relevant law or parliamentary act in India.</p>
6	Bidding Consortium or Consortium	<p>Shall refer to a group of bidding Company/Limited Liability Partnership (LLP) firm/ Partnership Firm/ Sole Proprietor that has collectively made a Bid in response to this RFP. Consortium of a maximum of three entities/ members is allowed under this RfP</p>
7	Bid Deadline	<p>Shall mean the last date and time for submission of Bid in</p>

SN	Term	Definition
		response to this RFP as specified in Bid Information Sheet
8	Bid Security or Earnest Money Deposit or EMD	Shall mean Bid Security to be submitted by the Bidder along with the Bid as per clause 10.13 of this RfP
9	Bid Validity Period	Bids shall remain valid for six (6) months from the date of Financial Bid opening. In exceptional circumstances, MAHAPREIT may seek extension of Bid Validity Period with Bidder's consent, with commensurate extension of Bid Security.
10	BESS	Battery Energy Storage System – electrochemical storage (LFP or approved technology) to store solar energy and discharge during required periods.
11	Behind-the-Meter (BTM)	Solar installation consuming generated power directly at consumer's premises without flowing through the DISCOM distribution network, connected on the consumer side of the utility meter. Governed by MERC GIRREGS Regulations 2019, Clause 7.9.
12	BTM Circular	Solar installation consuming generated power directly at consumer's premises without flowing through the DISCOM distribution network, connected on the consumer side of the utility meter. Governed by MERC GIRREGS Regulations 2019, Clause 7.9.
13	CEA	Shall mean Central Electricity Authority
14	COD	Shall mean Commercial Operation Date
15	CERC	Shall mean Central Electricity Regulatory Commission
16	Chartered Accountant	Shall mean a person practicing in India or a firm whereof all the partners practicing in India as a Chartered Accountant(s) within the meaning of the Chartered Accountants Act, 1949
17	Competent Authority	Shall mean Managing Director of MAHAPREIT, himself and/or a person or group of persons nominated by him for the mentioned purpose herein.
18	Commissioning	Shall mean demonstration of successful operation of the Grid Connected Project or part thereof, in accordance

SN	Term	Definition
		with prevailing regulations and as per SCHEDULE-I Scope of Work of PPA, by the Solar Power Developer
19	COD	Shall Commercial Operation Date mean the day when full PPA Capacity of the Project shall be declared commissioned by the concerned authority as per the terms and conditions laid out in PPA.
20	Company	Shall mean a body incorporated in India under the Companies Act, 1956 or Companies Act, 2013 including any amendment thereto
21	CMC	The Comprehensive O&M of solar PV system shall include wear, tear, overhauling, machine breakdown, appropriate insurance (Storm, Tempest, Flood, and Inundation (STFI) and Workmanship Insurance) (if and as required), and replacement of defective modules, invertors / Power Conditioning Unit (PCU), spares, consumables & other parts for a period of twenty-five (25) Operational Years.
22	Control	Shall mean with respect to any Entity means not less than 51% ownership, directly or indirectly, of such Person or the power to direct the management and policies of such Person by operation of law, contract or otherwise
23	Capacity Utilization Factor (CUF)	Refers to the ratio of the actual energy generated by the Solar Power Plant over a defined period (typically one year) to the energy that could have been generated had the plant operated at its rated capacity for the same period. For the purposes of this RFP, the minimum CUF shall not less than 19%.
24	Day(s)	Shall mean a 24 (twenty-four) hour period beginning at 00:00 hours Indian Standard Time and ending at 23:59:59 hours Indian Standard Time
25	DISCOM	Distribution Company / Distribution Licensee of the respective state.
26	Effective Date	Shall means the date on which all the condition precedents under the PPA shall be accomplished by the RESCO and Procurer

SN	Term	Definition
27	Eligibility Criteria	Shall mean the Eligibility Criteria as set forth in this RFP
28	Eligible Bidder(s)	Shall mean a Bidder who is qualified as per the eligibility requirement pursuant to this RfP
29	Execution Date	Shall mean date of signing of a Power Purchase Agreement between Solar Power Developer and the Procurer
30	Expiry Period	Shall mean the date of expiry of the PPA, which shall not be earlier than the 25 (twenty-five) Operational Years from the COD, unless terminated earlier in accordance with the terms of this Agreement
31	Facilitation Charge	Shall mean payment towards administrative overheads, liaising with other state authorities, visits to the site for plant inspection and commissioning purposes to the MAHAPREIT
32	Financial Bid	Shall mean online financial Bid, containing the Bidder's quoted First Year Tariff as per format given in the RFP
33	First Operational Year	Shall mean the period commencing from the COD and expiring at the end of the Calendar Month in which Project completes twelve (12) Months from the COD
34	Fixed Tariff	The Tariff quoted by the Bidder in the Financial Bid, which is fixed and unchangeable for the entire 25-year PPA term. No annual escalation is permitted.
35	Ground-Mounted Solar	Solar PV system installed on the ground within the Procurer's premises or on adjacent land with Procurer's documented consent, for BTM power supply.
36	Government Authority	Means one or more of the GoI, the GoMP, any local government or any other ministry, governmental department, commission, board, body, bureau, agency, authority, instrumentality, inspectorate, statutory corporation or body corporate over which the GoI or the GoMP exercises control, court or other judicial or administrative body or official or Person, having jurisdiction over the RESCO, the Unit or any portion thereof and the performance of obligations and exercise

SN	Term	Definition
		of rights of the Parties in accordance with the terms of this Agreement
37	IEC	Shall mean specifications of International Electro technical Commission
38	Inspecting Authority	Shall mean the authority designated by the Competent Authority for the said purpose
39	kWp	Shall mean Kilowatt Peak
40	kWh	shall mean Kilowatt Hour
41	kW	Shall mean kilowatt
42	Lead Member	<p>Shall mean the Bidder itself if it is a single firm, or the member of a Bidder if it is a consortium of two or more firms established during the qualification process for the Project, who has been duly authorized by the other members of the consortium to submit the Proposal and act on behalf of the consortium. In such case, the member of the consortium must submit a Power of Attorney as provided at FORMAT 7: POWER OF ATTORNEY</p> <p>Further, there shall be only one Lead Member, having the shareholding of not less 51% in the Bidding Consortium;</p> <p>Note: The shareholding of the Lead member in the Project Company (Special Purpose Vehicle) cannot be changed till 01 (One) year after the Commercial Operation Date (COD) of the Project</p>
43	LOA	<p>Letter of Award issued by MAHAPREIT to Successful Bidder.</p> <p>The Letter of Award (LOA) shall comply with all applicable guidelines issued by MNRE and MERC.</p>
44	MAHAPREIT	Mahatma Phule Renewable Energy & Infrastructure Technology Limited, Mumbai
45	MAHAVITARAN / MSEDCL	Maharashtra State Electricity Distribution Co. Ltd.
46	MERC GIRREGS	MERC (Grid Interactive Rooftop Renewable Energy

SN	Term	Definition
		Generating Systems) Regulations, 2019, as amended
47	MNRE	Shall mean Ministry of New and Renewable Energy, Government of India
48	Month(s)	Shall mean a calendar month as per the Gregorian calendar
49	MW	Shall mean Mega Watt
50	MWp	Shall mean Mega Watt Peak
51	MSME	Means as per Gazette notification from ministry of micro, small and medium enterprises dated 21 March 2025
52	MH RE Policy 2025-36	Maharashtra Renewable Energy and Energy Storage Policy 2025-26 to 2035-36 notified vide GR dated 18 March 2026
53	Operational Year(s)	The First Operational Year and thereafter each period of 12 (twelve) Months till the Expiry Date of PPA
54	Other Entities	Non-MSME industrial, commercial or institutional consumers eligible under applicable state policies to avail BTM RESCO solar power
55	PPA	Power Purchase Agreement between the RESCO, the Procurer and MAHAPREIT for supply of solar power
56	Prior Intimation	Mandatory online application by the consumer (Procurer) on MAHAVITARAN's RE Energy Portal before installation of any BTM RE system, as required by CC No. 334
57	Procurer	MSME unit or other entity procuring solar power from the RESCO at competitively determined tariff under this RFP
58	Project Category / Sub-Category	A category of Projects as per ANNEXURE- I of this RFP (A1-S, A1-B, A2-S, A2-B)
59	Paid-up Share Capital	Means the paid-up share capital as defined in Section 2 of the Company Act, 2013
60	Payment Security Mechanism	Shall have the same meaning as defined in the PPA

SN	Term	Definition
61	Power Purchase Agreement or PPA	Shall mean the agreement to be executed between RESCO and the Procurer for the supply of Solar Power to the Procurer from the Project commissioned by the RESCO. The PPA is attached as ANNEXURE - V to this RFP
62	PPA Capacity	Shall mean the capacity as confirmed by Successful Bidder after actual survey pursuant to LOA and mentioned in the PPA for the implementation of Projects for sale of solar power to the Procurer
63	Premise	Shall mean any land, building or structure or part thereof or combination thereof including any other vacant /non vacant area which is part of the Procurer's establishment
64	Procurer(s)	Shall mean the person or company or organization procuring solar power from the RESCO at competitively determined tariff under this RFP
65	Project(s)	Shall mean the Grid Connected Solar PV Project(s)
66	Project Capacity	Means the capacity of the Projects mentioned in the PPA
67	Project Cost	of a Project shall mean the total cost of the project determined as a multiplication of the Project's PPA capacity with the applicable Benchmark Cost (as per the applicable Capacity Range)
68	Project category(s)	Shall mean a Category of Project(s) as per ANNEXURE -I of this RFP
69	Project Company	The Successful Bidder shall incorporate a Special Purpose Vehicle (SPV) as Project Company prior to execution of PPA. SPV shareholding of Successful Bidder shall not fall below 51% until 1 year after COD. In case of Consortium, combined shareholding shall not fall below 51% till 1 year after COD. However, if the Project is being set up by a listed company, this condition shall not apply.
70	Prudent Utility Practices	Shall mean the practices, methods and standards that are generally accepted nationally from time to time by electric utilities for the purpose of ensuring the safe, efficient and economic design, construction,

SN	Term	Definition
		commissioning, operation and maintenance of power generation equipment of the type specified in this RFP, as per requirements of Indian Law
71	Rate Validity Period	Shall mean the period for a particular Project category starting from the date of issuance of LOA for that Project category till twelve (12) Months from the issuance date of LOA. It may be extended further for a period of three (3) Months with mutual consent between the MAHAPREIT and the Successful Bidder of a Project category
72	RESCO or Power Producer	Shall mean a person or an entity, which is in the business of supplying power generated through Project installed in the Premise of the Procurer on mutually agreed terms
73	RESCO Model	Shall mean where the Bidders intend to use a Premise owned/used by the Procurer and enters into the PPA with Procurer for supply of solar power
74	RFP	Shall mean Request for Proposal (RFP)/ Bid document/ Tender document and shall include formats and annexures in it
75	Scheduled Commercial Operation Date or SCOD	Shall mean twelve (12) Months from the Effective Date as defined in the PPA
76	SERC	Shall mean State Electricity Regulatory Commission
77	Solar Power Developer or SPD	Shall mean anyone who has accepted the LOA then, enters into a PPA with the Procurer for supply of solar power and has legal ownership of all the equipment of the Project
78	State DISCOMs	Shall mean Distribution licensees in the state Company Limited and its Distribution companies individually or jointly both
79	Statutory Auditor	Shall mean the auditor of a Company appointed under the provisions of the Companies Act, 1956 or Companies Act, 2013 or under the provisions of any other applicable governing law
80	Successful Bidder(s)	Shall mean the Eligible Bidder(s) who quoted the RA L1 Tariff for each Project category pursuant to this RFP for implementation of Projects as per the terms and condition of the RFP Documents or the Eligible Bidder(s) other than Bidder with RA L1 Tariff and to whom LOA has been issued

SN	Term	Definition
		by MAHAPREIT
81	Term of PPA	Shall mean the period from the Execution Date until the Expiry Date
82	Year	Shall mean 365 Days or 366 Days in case of leap year when February is of 29 Days
83	Unsuccessful Bidder	Shall mean an Eligible Bidder who has either not quoted the lowest tariff (L1) in INR per kWh for the respective category, or, having not quoted the L1 tariff, has failed to match the L1 tariff as per the provisions of the bidding process
84	Capacity Utilization Factor (CUF)	Refers to the ratio of the actual energy generated by the Solar Power Plant over a defined period (typically one year) to the energy that could have been generated had the plant operated at its rated capacity for the same period. For the purposes of this RFP, the minimum CUF shall not less than 19%.
85	RTS	Rooftop Solar – solar PV system installed on the rooftop of a building within the Procurer's premises
86	SCOD	Scheduled Commercial Operation Date – twelve (12) months from the Effective Date of PPA
87	Solar +BESS System	Integrated system comprising solar PV panels, hybrid inverter, BESS, BOS, and monitoring system for BTM supply
88	System	The integrated assembly of photovoltaic panels, mounting structures, inverters, converters, metering equipment, cabling, monitoring systems and other equipment installed by the RESCO at the Procurer's premises
89	Tariff	The fixed price per kWh as specified in Schedule II of the PPA, unchanged for the 25-year PPA term

C. INTERPRETATIONS

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

SECTION-I: INTRODUCTION

1. BACKGROUND:

- 1.1. The Mahatma Phule Renewable Energy & Infrastructure Technology Limited (MAHAPREIT) is an agency of the Government of Maharashtra mandated to facilitate and accelerate the deployment of renewable energy across the State. This RFP is issued in pursuance of the Maharashtra Renewable Energy and Energy Storage Policy 2025-26 to 2035-36 (GR dated 18 March 2026) under the theme 'Powering Viksit Maharashtra 2047 through Green Energy', and in compliance with MERC (Grid Interactive Rooftop Renewable Energy Generating Systems) Regulations, 2019 and MAHAVITARAN Commercial Circular No. 334 dated 17 March 2022.
- 1.2. Maharashtra has achieved 31.3 GW of Renewable Energy capacity as of January 2026. The MH RE Policy 2025-36 sets a target of 65% RE share by FY 2035-36 and energy storage equivalent to at least 10% of DISCOM demand by FY 2035-36. MSMEs are a critical component of Maharashtra's industrial fabric. Under this RFP, MAHAPREIT facilitates MSMEs and other eligible entities to access clean, affordable rooftoped solar energy with and without Battery Energy Storage (BESS), under the RESCO model, with no upfront capex to the consumer.

2. Regulatory Framework:

- 2.1. **MH RE & ES Policy 2025-36 (Section 5.4):** From April 2026, for new RE projects >100 kW seeking rooftop connectivity, integration of minimum 50% BESS for 2-hour duration is mandatory. For projects ≤100 kW, BESS is encouraged.
- 2.2. **MH RE & ES Policy 2025-36 (Section 7.1.3):** A bulk procurement programme of BESS (10–100 kW, 2–4 hours) to be undertaken by MSEDCL for MSME consumers. This RFP's A1-B sub-category complements this initiative.
- 2.3. **MH RE & ES Policy 2025-36 (Section 7.2.2):** Long-term Captive Green OA projects integrating BESS (min 4 hours of 50% RE capacity) are exempt from Electricity Duty for 10 years from CoD.
- 2.4. **MAHAVITARAN CC No. 334 (17 Mar 2022):** All BTM installations require mandatory online Prior Intimation to MAHAVITARAN/DISCOM. RESCO shall facilitate this for each Procurer's site. Systems without prior intimation attract additional Fixed/Demand Charges at TWICE the determined rate.
- 2.5. **MERC GIRREGS 2019 – Clause 7.9:** BTM systems not opting for Net Metering/Net Billing are permitted only after prior intimation to Distribution Licensee. CEA safety norms compliance is mandatory.

3. Objectives of this RFP

- i. Discover FIXED, competitive solar tariffs (with and without BESS) for BTM installations through four independent L1 tariff discoveries – no annual escalation
- ii. Enable MSMEs and other eligible entities to access clean, affordable energy under the RESCO model with no upfront capex.
- iii. Facilitate compliance with MH RE Policy 2025-36, MERC GIRREGS 2019, and MAHAVITARAN CC No. 334.
- iv. Promote BESS adoption at MSME premises for peak management, energy reliability and grid support.
- v. Aggregate MSME solar demand across Maharashtra at scale.

4. The Bidder(s) are advised to read carefully all instructions and conditions of this RFP and understand the scope of work completely. All information and documents required as per the RFP must be furnished with the bid. MAHAPREIT reserves the right to seek clarifications on submitted bids. Failure to provide the information and/or documents as required shall render the bid(s) unacceptable for further evaluation and may lead to rejection of the bid(s). All the responsive bidders meeting the eligibility criteria shall be treated at par. Financial Bid of only the Eligible Bidder(s) shall be opened.

5. Bidder shall be deemed to have examined the RFP, to have obtained information in all matters whatsoever that might affect carrying out of works in line with the scope of work specified in the RFP at the Bid price and to have satisfied himself of the sufficiency of his Bid. The Bidder shall be deemed to know the scope, nature and magnitude of the works and requirement of materials, equipment, tools and labour involved, wage structures and as to what all works RESCO shall have to complete in accordance with the RFP, irrespective of any defects, omissions or errors that may be found in RFP. It is assumed that Bidder has satisfied himself with the site conditions at the Premises of Procurer and has assessed the quantum of work required to comply with the RFP and PPA conditions.

6. **The owner shall bear full responsibility for the safe disposal of the battery and the system, and shall ensure that the battery installation complies with applicable CEA guidelines.**

SECTION-II: BID DETAILS

7. BID DETAILS:

7.1. The bidding process is for Tariff Discovery & Selection of Solar Power Developers for 100 MW Behind-the-Meter Rooftop Solar PV Systems under RESCO Model for MSME/other entity with/without Battery Energy Storage System (BESS) options in the state of Maharashtra.

Sub-Cat.	Capacity Slab	BESS	BESS Specification	MW	Tariff Discovery
A1-S	20 kW – 100 kW (BTM RTS)	WITHOUT BESS	NOT Required	25 MW	Independent L1
A1-B	20 kW – 100 kW (BTM RTS)	WITH BESS	WITH BESS — 30% of Solar Capacity / 2 Hours (Encouraged per MH Policy Sec.5.4)	25 MW	Independent L1
A2-S	101 kW – 250 kW (BTM RTS)	WITHOUT BESS	NOT Required (where DISCOM/MERC grants transitional exemption)	25 MW	Independent L1
A2-B	101 kW – 250 kW (BTM RTS)	WITH BESS (Mandatory >100 kW, MH Policy 2025-36)	WITH BESS — 50% of Solar Capacity / 2 Hours [MANDATORY per MH Policy 2025-36 Secs.5.4 & 7.2 for new BTM/OA projects >100 kW from April 2026]	25 MW	Independent L1
TOTAL				100 MW	
4 Independent L1 Tariff Discoveries – Fixed Tariff (No Escalation)					

IMPORTANT: The Quoted Tariff shall be a FIXED TARIFF for the entire 25-year PPA period. No annual escalation shall be permitted. There is NO Greenshoe Option under this RFP.

IMPORTANT: Four separate, independent Financial Bid envelopes shall be submitted — one per sub-category in which the Bidder participates. L1 tariff for one sub-category cannot be applied to any other.

- 7.2. Bidder shall be required to Bid in one or more Project categories as mentioned in below table. The Bidders are advised to understand and satisfy themselves in regards with the detail provided about the various Projects Categories in Annexure – III.
- 7.3. A Bidder must bid for a minimum of one (1) Project category. A Bidder can bid for all Project categories subject to fulfilment of Eligibility Criteria as mentioned in Clause 10.13.
- 7.4. Bidder shall be required to quote Tariff (“Quoted Tariff”) in the Financial Bid which shall be inclusive of all charges, taxes and duties. The Quoted Tariff shall be in (Rupees/Unit) up to two (02) decimal places.
- 7.5. Bidder should ensure compliance to the Ministry of New and Renewable Energy’s ALMM guidelines, as amended from time to time, and provide an undertaking for the same as per FORMAT 16: UNDERTAKING for ALMM GUIDELINES

7.6. Key Dates

S. No.	Tender Stage / Milestone	Date	Time
1	Date of Issue of RFP	08/06/2026	
2	RFP Purchase / Download Start Date	08/06/2026	
3	Pre-Bid Meeting (Online – MAHAPREIT, Mumbai)	16/06/2026	@3:00PM
4	Last Date for Submission of Written Queries	16/06/2026	@3:00PM
5	Issue of Clarifications / Corrigendum by MAHAPREIT	---	---
6	RFP Purchase / Download End Date	23/06/2026	@3:00PM
7	Online Bid Submission Deadline (Technical + Financial)	23/06/2026	@4:00PM
8	Opening of Technical Bid & Bid Security	24/06/2026	@4:00PM
9	Financial Bid Opening – L1 Rate Disclosure (all 4 sub-categories)	----	----

- 7.7. Successful Bidder shall pay facilitation charge to the MAHAPREIT. The payment has to be made by the Successful Bidder, in the form of annuity or solar generation billed as defined in section 11.11.
- 7.8. Bidder must bid for a minimum capacity of 5 MW across all sub-categories MAHAPREIT reserves the right to determine and allocate the project capacity across the state as deemed appropriate.
- 7.9. Bidders are required to bid for minimum 10% of their total bid quantity in A1 sub-categories (A1-S and/or A1-B combined). Bids quoting less than 10 MW overall or less than 10% in A1 sub-categories shall be considered non-responsive.

- 7.10. Maximum bid capacity per Bidder: 75 MW across all sub-categories.
- 7.11. A Bidder may participate in one, some, or all four sub-categories.
- 7.12. Bidder shall submit a SEPARATE encrypted Financial Bid for each sub-category in which it participates.
- 7.13. The Bidder shall quote a FIXED Year-1 Tariff (which is also the tariff for all 25 years) for each sub-category in which it participates. The tariff shall be in INR per kWh, inclusive of all charges, taxes, duties, O&M, BESS replacement costs and any other costs for the 25-year PPA period, up to TWO decimal places.

Sub-Cat.	Configuration	Capacity Bid (MW)	Quoted FIXED Tariff (INR/kWh)	PPA Term
A1-S	Solar Only – 20 to 100 kW (Without BESS)	[Bidder to fill in MW]	INR _____ / kWh (FIXED)	25 Years
A1-B	Solar + 30% BESS / 2 Hrs – 20 to 100 kW	[Bidder to fill in MW]	INR _____ / kWh (FIXED)	25 Years
A2-S	Solar Only – 101 to 250 kW (Without BESS)	[Bidder to fill in MW]	INR _____ / kWh (FIXED)	25 Years
A2-B	Solar + 50% BESS / 2 Hrs – 101 to 250 kW [BESS Mandatory]	[Bidder to fill in MW]	INR _____ / kWh (FIXED)	25 Years

The tariff shall be fixed for the entire 25-year PPA period. No annual escalation shall be quoted or accepted. There is no ceiling tariff; however, MAHAPREIT reserves the right to decide on reasonableness of rates.

SECTION-III: INSTRUCTIONS TO THE BIDDER

8. INSTRUCTIONS TO THE BIDDER:

- 8.1. The total capacities in this tender have been grouped into different Project categories. Bidders can place bid for one or multiple Project categories by paying the Tender fees once at <https://www.bharat-electronictender.com/> or MAHAPREIT account.
- 8.2. Further, Bidder must note that for evaluation of qualification against Financial Eligibility Criteria, following conditions shall be applicable:
 - i. Bidder shall establish either net-worth or turnover as required under this RFP.
 - ii. In the event that the Bidder or the Lead Member of the Consortium has relied on an Affiliate to meet the Financial Eligibility criteria, the relationship between the Bidder and the said Affiliate shall be maintained for at least the duration of the First Operational Year of each Project under the relevant Project category. Furthermore, any Consortium member that has relied on an Affiliate to fulfil the Financial Eligibility criteria shall also be required to sustain the same relationship with such Affiliate for the aforementioned period. Additionally, the Affiliate of the Bidder and any Consortium member shall provide the information requested in FORMAT 9 and FORMAT 12.
- 8.3. A Bidder shall not have a conflict of interest for the bid Project category. Bidder(s) shall be disqualified in the Project category(s) where it has conflict of interest. In a particular Project category, the Bidder may be considered to have conflict of interest with one or more parties in this bidding process, if:
 - i. A Bidder submits more than one Bid in the bidding process, either individually [including bid submitted as authorized representative on behalf of one or more Bidder(s)] or as Member of consortium.
 - ii. They have a relationship with each other, directly or through common third parties, that puts them in position to have access to information about or influence on the Bid of another Bidder or influence the decisions of MAHAPREIT regarding this bidding process.
- 8.4. MAHAPREIT has rights to annul/cancel the bid of Bidders who will take any assistance or support, except as may be required by MAHAPREIT, in any form from any of the independent consultant or consulting agency who is directly associated with MAHAPREIT during preparation of RFP and PPA.
- 8.5. Instruction to Bidders on E-Tendering
 - i. For participation in e-tendering module, it is mandatory for Bidders to get registration on website <https://www.bharat-electronictender.com/> Therefore, it is advised to all Bidders to get register at the E-Procurement portal at the earliest.
 - ii. Tender documents can be downloaded from website <https://www.bharat-electronictender.com/>. Bidders need to submit the Tender fees on or before the

time of online submission of the bid.

- iii. Service and gateway charges shall be borne by the Bidders.
- iv. Upon enrolment, the Bidders will be required to register their valid Digital Signature Certificate (DSC) of appropriate class as specified for the E- Procurement system (in the name of person who will sign the proposal) in the form of smart card/e-token, from any of the licensed Certifying Authority recognized by CCA India (e.g. Sify/nCode/eMudhra, etc).
- v. For further information regarding issue of Digital Signature Certificate, the Bidders are requested to visit website <https://www.bharat-electronictender.com/> Please note that it may take up to 3 to 5 working Days for issue of Digital Signature Certificate. MAHAPREIT will not be responsible for delay in issue of Digital Signature Certificate.
- vi. The Browser should be Java enabled. Java Runtime Environment (JRE) should be installed in the client system. This can be downloaded from the download links of the eProcurement System.
- vii. If Bidder is participating for the first time in e- tendering, then it is advised to fulfil all formalities, such as registration, obtaining Digital Signature Certificate, etc. well in advance.
- viii. Bidders are requested to regularly visit our e-tendering website for any clarification and / or extension of due date.
- ix. Bidder must positively complete online e-tendering procedure at <https://www.bharat-electronictender.com/>
- x. MAHAPREIT shall not be responsible in any way for delay
- xi. /difficulties/inaccessibility of the downloading facility from the website for any reason whatever.
- xii. Whosoever on behalf of the Bidder is submitting the tender by his Digital Signature Certificate, shall invariably upload the scanned copy of the authority letter, as well as submit the copy of the same in physical form with the offer of particular Bid.
- xiii. After the final submission of bid, Bidder should ensure that he has received the acknowledgment slip and should keep this slip until opening of the Bid. If acknowledgment slip is not generated, it means the Bid is not submitted.
- xiv. This is a ZERO-DEVIATION bidding process. Conditional bids or bids with any deviations shall be rejected.
- xv. Bid Submissions shall be made online at <https://www.bharat->

electronictender.com/. Hard copies of specified documents must be submitted to MAHAPREIT office within prescribed timelines.

- xvi. Bidder's standard terms and conditions shall not be considered under any circumstances.
- xvii. All pages of the bid (except Bid Security) must be signed by the authorized signatory. In case of Consortium, by the authorized signatory of the Lead Member.
- xviii. A Bidder shall submit a SEPARATE encrypted Financial Bid for each sub-category in which it participates. Cross-submission is not permitted.

8.6. The Bidders shall have to submit their Financial Bid and Technical Bid along with all required relevant documents/ certificates, online (duly encrypted bids) as per time schedule (Key dates) as mentioned in RfP.

However, Bidders need to submit hard copies (original) of documents/ certificates on signed on stamp papers, Bid Security /EMD (as applicable) and such other documents as may be prescribed by MAHAPREIT. If qualified bidder discovered as L1 bidder or matching the L1 price denies to execute or enter into contract/sign in the contract agreement the respective bidder will be debarred/blacklisted AND EMD submitted by the bidder shall be forfeited.

8.7. For any type of clarification, Bidders can visit <https://www.bharat-electronictender.com/> and can call help desk mentioned in the website.

8.8. If any excess solar energy generated is not consumed by the MSME and is curtailed at the site due to applicable State policies, zero-export restrictions, or any other reason, no compensation shall be payable by the DISCOM or MAHAPREIT for such unused units.

However, the PPA being facilitated by MAHAPREIT includes a draft "Deemed Generation" clause, which allows RESCOs to seek compensation from the MSME in defined circumstances such as load unavailability, site shutdowns, or rooftop access restrictions. This clause shall be effective subject to mutual agreement at the time of PPA execution.

8.9. The list of prospective MSME will be shared with successful bidders after issuance of LoA and after receipt of 2% facilitation charges or part of that as mentioned in Schedule of Facilitation Charge Collection from bidder, signing of contract agreement.

9. Special instructions to Bidders for e-Tendering [ie. Electronic Bidding Instructions (EBI)]

General

The Special Instructions (for e-Tendering) supplement 'Instruction to Bidders', as given in these Tender Documents. Submission of Online Bids is mandatory for this Tender.

For conducting electronic tendering, MAHAPREIT Ltd. has decided to use the portal <https://www.bharat-electronictender.com> through ISN ElectronicTender Services Private Limited (referred as ISN-ETS). This portal is based on the world's most 'secure' and 'user friendly' software from ElectronicTender®. A portal built using ElectronicTender's software is also referred to as ElectronicTender System® (ETS).

Broad Outline of Activities from Bidder's Perspective:

1. Procure a Class-III Digital Signing Certificate (DSC)
2. Register on ElectronicTender System® (ETS)
3. Create Marketing Authorities (MAs), Users and assign roles on ETS. It is mandatory to create at least one MA.
4. View Notice Inviting Tender (NIT) on ETS
5. For this tender -- Assign Tender Search Code (TSC) to an MA
6. Download Official Copy of Tender Documents from ETS. Note: Official copy of Tender Documents is distinct from downloading 'Free Copy of Tender Documents'. To participate in a tender, it is mandatory to procure official copy of Tender Documents for that tender.
7. Bid-Submission on ETS

For participating in this tender online, the following instructions are to be read carefully. These instructions are **supplemented with more detailed guidelines on the relevant screens of the ETS.**

Digital Certificates

For integrity of data and authenticity/ non-repudiation of electronic records, and to be compliant with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC), also referred to as Digital Signature Certificate (DSC), of Class-III, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in>].

Note: In specific tenders, typically floated by a Buyer Organization/ Auctioneer registered outside India, DCs other than those under the jurisdiction of CCA of India may also be allowed. The Bidder is advised to check from the RFP and/ or the concerned Buyer Organization/ Auctioneer.

Registration

To use the ElectronicTender® portal <https://www.bharat-electronictender.com>, vendors need to register on the portal. Registration of each organization is to be done by one of its senior persons who will be the main person coordinating for the e-tendering activities. In ETS terminology, this person will be referred to as the Super User (SU) of that organization. For further details, please visit the website/portal, and click on the 'Supplier Organization' link under 'Registration' (on the Home Page), and follow further instructions as given on the site, and special instruction given in the RFP in this regard. Pay Annual Registration Fee as applicable.

After successful submission of Registration details and Annual Registration Fee, please contact

ISN-ETS/ ETS Helpdesk (as given below), to get your registration accepted/activated

Important Note: To minimize teething problems during the use of ETS (including the Registration process), it is recommended that the user should peruse the instructions given under 'ETS User-Guidance Center' located on ETS Home Page, including instructions for timely registration on ETS. The instructions relating to 'Essential Computer Security Settings for Use of ETS' and 'Important Functionality Checks' should be especially taken into cognizance.

Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time to complete activities related to your organization, such as creation of users, assigning roles to them, etc.

ISN-ETS/ ETS Helpdesk	
Telephone/ Mobile	Customer Support: +91-124 - 4229071, 4229072 [Between 9:00 am to 6:00 pm IST on all working days]
E-mail ID	support@isn-ets.com [Please mark CC: support@electrontender.com]

Note: The Bidder should also upload the scanned copies of all the above-mentioned original documents as Bid-Annexures during Online Bid-Submission.

Special Note on Security and Transparency of Bids

Security related functionality has been rigorously implemented in ETS in a multi-dimensional manner. Starting with 'Acceptance of Registration by the Service Provider', provision for security has been made at various stages in Electronic Tender's software. Specifically, for Bid Submission some security related aspects.

Other Instructions

For further instructions, the vendor should visit the home-page of the portal <https://www.bharat-electrontender.com>, and go to the **User-Guidance Center**

The help information provided through 'ETS User-Guidance Center' is available in three categories - Users intending to Register / First-Time Users, Logged-in users of Buyer organizations, and Logged-in users of Supplier organizations. Various links (including links for User Manuals) are provided under each of the three categories.

Important Note: It is strongly recommended that all authorized users of Supplier organizations should thoroughly peruse the information provided under the relevant links, and take appropriate action. This will prevent hiccups, and minimize teething problems during the use of ETS.

SEVEN CRITICAL DO'S AND DON'TS FOR BIDDERS

Specifically, for Supplier organizations, the following '**SEVEN KEY INSTRUCTIONS for BIDDERS**' must be assiduously adhered to:

1. Obtain individual Digital Signing Certificate (DSC or DC) of Class-III, well in advance of your first tender submission deadline on ETS

2. Register your organization on ETS well in advance of the important deadlines for your first tender on ETS viz 'Date and Time of Closure of Procurement of Tender Documents' and 'Last Date and Time of Receipt of Bids'. Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time to complete activities related to your organization, such as creation of -- Marketing Authority (MA) [ie a department within the Supplier/ Bidder Organization responsible for responding to tenders], users for one or more such MAs, assigning roles to them, etc. It is mandatory to create at least one MA. This unique feature of creating an MA enhances security and accountability within the Supplier/ Bidder Organization.

3. Get your organization's concerned executives trained on ETS well in advance of your first tender submission deadline on ETS

4. For responding to any particular tender, the tender (ie its Tender Search Code or TSC) has to be assigned to an MA. Further, an 'Official Copy of Tender Documents' should be procured/ downloaded before the expiry of Date and Time of Closure of Procurement of Tender Documents. Note: Official copy of Tender Documents is distinct from downloading 'Free Copy of Tender Documents'. Official copy of Tender Documents is the equivalent of procuring physical copy of Tender Documents with official receipt in the paper-based manual tendering system.

5. Submit your bids well in advance of tender submission deadline on ETS (There could be last minute problems due to internet timeout, breakdown, et al)

Note: Bid-submission in ETS can consist of submission of multiple bid-components, which vary depending upon the situation and requirements of the Buyer. Successful receipt of a bid in an e-tendering scenario takes place if all the required bid-components are successfully 'received and validated' in the system (ETS) within the scheduled date and time of closure of bidding (On some ETS screens, this is also referred to as 'Last Date and Time of Receipt of Bids'). ETS/ Service Provider is not responsible for what happens at an end-user's end, or while a submission made by an end-user is in transit, until the submission is successfully 'received and validated' in ETS. When a bid-component receipt and validation is successful, it is recorded in the ETS Audit Trail Report, which is generated by ETS. In case of any uncertainty, the application audit trail generated by ETS (ETS Audit Trail Report) shall be the final record/evidence for reference regarding the 'successful bid receipt'.

6. It is the responsibility of each bidder to remember and securely store the Pass-Phrase for each Bid-Part submitted by that bidder. In the event of a bidder forgetting the Pass-Phrase before the expiry of deadline for Bid-Submission, facility is provided to the bidder to 'Annul Previous Submission' from the Bid-Submission Overview page and start afresh with new Pass-Phrase(s)

7. ETS will make your bid available for opening during the Online Public Tender Opening Event (TOE) 'ONLY IF' your 'Status pertaining Overall Bid-Submission' is 'Complete'. For your record, you can generate and save a copy of 'Final Submission Receipt'. This receipt can be generated from 'Bid-Submission Overview Page' only if the 'Status pertaining overall Bid-Submission' is 'Complete'.

NOTE:

While the first three instructions mentioned above are especially relevant to first-time users of ETS,

the fourth, fifth, sixth and seventh instructions are relevant at all times.

Additional DO'S AND DON'TS FOR BIDDERS Participating in e-ReverseAuction

1. Get your organization's concerned executives trained for e-Reverse Auction related processes on ETS well in advance of the start of e-Reverse Auction.
2. For responding to any particular e-Reverse Auction, the e-Reverse Auction (ie its Reverse Auction Search Code or RASC) has to be assigned to an MA.
3. It is important for each bidder to thoroughly read the 'rules and related criterion' for the e-Reverse Auction as defined by the Buyer organization.
4. Pay your EMD for e-Reverse Auction on ETS well in advance of the start of e-Reverse Auction Bidding Event.
5. Pay the ETS Bidding-Fee for e-Reverse Auction well in advance of the start of e-Reverse Auction Bidding Event.

Note: To participate in e-ReverseAuction, the ETS Bidding-Fee for e-ReverseAuction should be paid before the 'Date and Time of Start of Reverse-Auction'. In case ETS Bidding-Fee for e-ReverseAuction is sent offline to the Auctioneer or ETS Service Provider, it is important for the bidder to ensure that the Auctioneer/ ETS Service Provider has received the ETS Bidding-Fee for e-ReverseAuction and also entered the related details in ETS. When the Auctioneer/ ETS Service Provider enters the details, the bidder should receive an e-mail acknowledgement. If ETS Bidding-Fee for e-ReverseAuction status of the bidder is not updated as outlined above, the bidder would not be able to participate in the Auction.

6. During an e-auction, it is recommended that a bidder submits a bid well before the scheduled time of 'Date and Time of Closure of Reverse-Auction'. Submission of a bid near the closing time of an auction may result in failure due to any of the various factors at that instant, such as – slow internet speed at the bidder's end, slow running of computer at bidder's end, nervousness of the bidder in the last few seconds, etc. This could lead to delay in submission of data from the bidder's computer to the server. Even if the delay is of a fraction of second after the scheduled closing time, it will result in failure of bid submission. Further, please note that a bid can be submitted even if the bidding-page has not been refreshed manually, or otherwise depending on the conditions of the e-auction.

Note: Successful receipt of Bid in an e-auction scenario takes place if the bid is successfully 'received and validated' in the system (ETS) within the scheduled date and time of closure of bidding (On some ETS screens, this is also referred to as 'Date and Time of Closure of Reverse-Auction', or Forward-Auction, as the case may be). End Users shall be solely responsible for ensuring timely submission of their respective bids such that the bids are successfully received in ETS as stated above. ETS/ Service Provider is not responsible for what happens at an end-user's end, or while a submission made by an end-user is in transit, until the submission is successfully 'received and validated' in ETS. When a bid is successfully 'received and validated', it is recorded in the ETS Audit Trail Report, which is generated by ETS. In case of any uncertainty, the application audit trail generated by ETS (ETS Audit Trail

Report) shall be the final record/evidence for reference regarding the 'successful bid receipt'.

7. It is important to digitally-sign your 'Final bid' after the end of e-ReverseAuction bidding event.

Minimum Requirements at Bidder's End

Computer System having configuration with minimum Windows 7 or above, and Broadband connectivity
Microsoft Internet Explorer 7.0 or above, or Edge with Internet Explorer mode
Digital Certificate(s)

Vendors Training Program

Oneday online training (10:00 to 17:00) is provided by ISN-ETS. Training is optional. In case, any bidder is interested, he may send a request to support@isn-ets.com Vendors are requested to arrange their own Laptop, Digital Certificate and Wireless Connectivity to Internet.

Vendors Training Charges (Per Participant)	Rs. 5,000/- (plus GST @ 18.00 %)
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10. ELIGIBILITY CRITERIA

10.1. GENERAL

- i. The Bidder should be a body corporate incorporated in India under the Companies Act, 1956 or 2013, or a Partnership Firm registered under the Partnership Act, 1932, or a Limited Liability Partnership (LLP) registered under the LLP Act, 2008, or a registered Sole Proprietor, or a Consortium of maximum three (3) such entities. A Consortium shall designate a Lead Member holding not less than 51% equity.
- ii. Bidders blacklisted by MAHAPREIT or any Govt./PSU shall not be eligible to participate.
- iii. Bidder or any Consortium member shall not have conflict of interest with other Bidders or with MAHAPREIT's consultants.
- iv. Bidder shall not have pending litigation/arbitration with MAHAPREIT of value more than 5% of cumulative work orders in the last 5 years.

10.2. TECHNICAL ELIGIBILITY CRITERIA

Criterion	Requirement
Solar Experience (All Sub-Categories)	Minimum cumulative 2 MW of Grid-Connected Rooftop/Ground Mounted/BTM Solar PV Projects commissioned in the previous 5 years, with at least one project in satisfactory operation for not less than 1 year as on bid submission date. Documentary evidence (completion certificates, commissioning reports) to be furnished.
BESS Experience (A1-B and A2-B only)	Supply/commissioning of minimum 0.5 MW / 1 MWh Battery Energy Storage System in the previous 5 years; OR a valid MoU / Agreement with a BESS OEM/system integrator holding BIS/IEC 62619 certification. Documentary proof mandatory.
O&M Capability	Demonstrated capability (own staff or through sub-contractor agreement) for O&M of solar PV and BESS systems for 25 years. Details to be submitted in FORMAT 2.
BTM Compliance Capability	Undertaking to facilitate online Prior Intimation on MAHAVITARAN/DISCOM RE Energy Portal for each site as per CC No. 334, including obtaining CEA/Electrical Inspector compliance certificate / Licensed Electrical Contractor certificate (for ≤200 kW systems).

10.3. FINANCIAL ELIGIBILITY CRITERIA:

- i. The Bidder should have minimum Net Worth of INR twenty-five (25) lakhs per MW or Turnover of INR One (1) Crore per MW of Grid connected rooftop/Ground mount/BTM Solar PV Project/s for Project category, subject to provisions of Clause 3. In case a Bidder is submitting bid for two or more Project categories, then financial requirement shall be met on cumulative basis by adding individual financial requirement for each Project category for which Bidder is participating. In case of Consortium, Net worth or Turnover should be fulfilled jointly by members of consortium.
- ii. The Computation of Net Worth shall be based on unconsolidated audited annual accounts of FY 2024-25. The formula of calculation of net-worth & turnover shall be as per Companies Act 2013.
- iii. Whereas bidders using turnover criteria should have minimum average turnover of INR One (1) Crore per MW of Grid connected rooftop/Ground mount Solar PV Project/s for Project category during the last three (3) years ending either March 2025.
- iv. In relation to a Partnership Firm/ Limited Liability Partnership Firm, the Net- worth shall be equal to Partner's Capital in case of a Partnership Firm/ Limited Liability Partnership Firm and Proprietor's Capital Account in case of Sole Proprietor (including any reserves)
- v. Net worth and turnover certificate by statutory auditor / CA certified.
- vi. Note:
 - a. All requisite documents, such as Balance Sheet, P&L Account, Schedules etc., duly certified by a Chartered Accountant (CA) and the Bidder, in support of Bidder claim for meeting the Financial Eligibility Criteria shall require to be submitted.
 - b. It is essential to submit Financial Eligibility Criteria requirement and undertaking form as attached in FORMAT 8 and FORMAT 10 of this RFP document.
- vii. For the purposes of meeting financial requirements, only latest unconsolidated audited annual accounts shall be used. However, audited consolidated annual accounts of the Bidder may be used for the purpose of Financial Eligibility requirements provided the Bidder has at least twenty-six percent (26%) equity and control in each company whose accounts are merged in the audited consolidated accounts.
- viii. Bidder shall furnish documentary evidence as per the FORMAT 9, duly certified by Authorized Signatory and the Statutory Auditor / Practicing Chartered Accountant of the Bidder in support of their financial capability.

- ix. Bidder can use its own financial strength or of its Affiliate to fulfill the Financial Eligibility Criteria mentioned in RFP.
- x. In case of Consortium, Financial Eligibility Criteria has to be met jointly by Lead Member or its Affiliate.
- xi. Bidders shall have to give a declaration to the effect that they fulfill the terms and conditions of eligibility as per FORMAT 14: DECLARATION. If the declaration to above effect is found to be false, the eligibility would be considered null and void.

10.4. **CHECK-LIST:**

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

10.5. **INCORPORATION OF A PROJECT COMPANY:**

- i. The Selected Bidder executing the Project, if being a single company, shall ensure that its shareholding in the SPV/ Project Company executing the PPA, shall not fall below 51% at any time prior to 01 (one) year after the COD. In the event the selected Bidder is a consortium, then the combined shareholding of the consortium members in the SPV/ Project Company executing the PPA, shall not fall below 51% at any time prior to 01 (one) year after COD. However, in case the Project is being set up by a listed Company, this condition will not be applicable.
- ii. In case of the selected Bidder itself executing the PPA, it shall ensure that its promoters shall not cede control (Control shall mean the ownership, directly or indirectly, of more than 50% of the voting shares of such Company or right to appoint majority Directors), till 01 (one) year after the COD. However, in case the Project is being set up by a listed Company, this condition will not be applicable.
- iii. In case of companies having multiple promoters (but none of the shareholders having more than 50% of voting rights and paid up share capital), it shall be considered as a company under joint control. In such cases, the shareholding pattern in the company as submitted at the time of bidding, shall be maintained for a period of 01 (one) year after COD.
- iv. Any change in the shareholding after the expiry of 01 year after COD can be undertaken under intimation to MAHAPRIET and the Client Organization
- v. The successful bidder may create a company (Special Purpose Vehicle or SPV) as the Project Company prior to the execution of the Power Purchase Agreement (PPA), if

required.

10.6. BID SUBMISSION BY THE BIDDER:

- i. The information and/or documents shall be submitted by the Bidder as per the formats specified in this document.
- ii. Bid(s) that are incomplete in any respect or those that are not consistent with the requirements as specified in this RFP or those that do not adhere to formats prescribed herein, wherever specified, may be considered non-responsive. However, MAHAPREIT reserves the right to seek additional information/clarifications from the Bidders, if found necessary, during the course of evaluation / processing of the Bid(s). Non-submission or delayed submission of such additional information or clarifications sought by MAHAPREIT within the timeline provided by the MAHAPREIT may be a ground for rejecting the Bid(s).
- iii. Each format has to be duly signed and stamped by the authorized signatory of the Bidder. In case of a Consortium, it has to be signed by authorised representative of the Lead Bidder. Strict adherence to the necessary documents required to be submitted as original hard copies in Envelope, as per clause 10.9 shall be ensured, failure on this account may lead to rejection of Bid.
- iv. The Bidder shall furnish documentary evidence in support of meeting eligibility criteria as indicated in this RFP to the satisfaction of MAHAPREIT and shall also furnish unconsolidated/ consolidated audited annual accounts in support of meeting financial requirement, which shall consist of unabridged annual accounts, profit and loss account, profit appropriation account, auditor's report, etc., as the case may be.
- v. The bidding Company should designate authorised representative but not more than three (3) persons to represent the bidding Company in its dealings with MAHAPREIT. The person should be authorized to perform all tasks including, but not limited to providing information, responding to enquires, signing of Bid etc. The bidding Company should submit, along with Bid, a Power of Attorney (To be stamped on non-judicial stamp paper of INR.1000 of the state where the document is made) in original as per FORMAT 7, authorizing the signatory of the Bid.

10.7. CLARIFICATIONS AND PRE-BID MEETING:

- i. The Bidder may seek clarifications or provide comments on RFP in writing, through a letter at MAHAPREIT's given address on or before the date and time mentioned in Key Dates as per RfP.
- ii. The Bidder(s) or their authorized representative(s) is /are invited to attend pre-bid meeting(s), which will take place on date(s) as specified in Bid Information Sheet, or any such other date as notified by MAHAPREIT.
- iii. The purpose of the pre-bid meeting will be to clarify any issues regarding the RFP including in particular, issues raised in writing and submitted by the Bidder

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

10.8. **BID DOCUMENTS:**

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

- i. Covering Letter as per prescribed FORMAT 1
- ii. Tender fees Transaction statement
- iii. Proof of Bid Security of required value as mentioned in Clause 10.13 or FORMAT 4, if applicable;
- iv. General particulars of Bidder as per FORMAT 2 of this RFP, including Certificate of Incorporation of Bidder/ Affiliate as applicable.
- v. Bidder's composition and ownership structure as per prescribed FORMAT 3 as shareholding certificate for a Company/Partner contribution for an LLP certified by Director/practicing Chartered Accountant/Company Secretary and authorised signatory of the Bidder (as applicable).
- vi. Original power of attorney (To be stamped on non – judicial stamp paper of INR.1000 of the state where the document is made, as per FORMAT 7) issued by the Bidder in favour of the authorized person signing the Bid, in the form prescribed in this RFP (Power of Attorney must be supplemented by Board Resolution to above effect for the company incorporated under Companies Act 1956 or Companies Act2013).
- vii. FORMAT 8 for meeting Financial Eligibility Requirements along with all supporting documents.
- viii. FORMAT 9, if applicable, supported by Board Resolution of the Affiliate.
- ix. Undertaking(s) from the member of Consortium or Affiliate of Bidder/ member of Consortium as per FORMAT 10, as applicable.
- x. FORMAT 12 for Consortium Agreement, if applicable.
- xi. FORMAT 13: POWER OF ATTORNEY IN FAVOR OF LEAD MEMBER OF THE CONSORTIUM. (To be stamped on non – judicial stamp paper of INR.500 of the state where the document is made)
- xii. FORMAT 14: DECLARATION
- xiii. FORMAT 15: UNDERTAKING

- xiv. Signed and stamped Copy of the finalized RFP and PPA and all the amendments, addendum & clarifications are required to be submitted online.

10.9. **METHOD OF BID SUBMISSION**

- i. Bidders are required to submit Technical Bid, along with all relevant documents as detailed in Clause 4.8 above through online only. However, original hard copies of following documents shall be submitted to MAHAPREIT as per key dates before the Bid Deadline: -
 - a. Covering Letter as per prescribed FORMAT 1
 - b. Bid Security of required value as mentioned in Clause 10.13, and FORMAT 4, if applicable;
 - c. Original power of attorney (To be stamped on non – judicial stamp paper of INR. 500.00 of the state where the document is made, as per FORMAT 7) issued by the Bidder in favour of the authorized person signing the Bid, in the form prescribed in this RFP (Power of Attorney must be supplemented by Board Resolution to above effect for the company incorporated under Companies Act 1956 or Companies Act 2013)
 - d. FORMAT 13: POWER OF ATTORNEY IN FAVOR OF LEAD MEMBER OF THE CONSORTIUM. (To be stamped on non – judicial stamp paper of INR.500.00 of the state where the document is made).
 - e. Such other minimum documents/ certificates in original/ copy as MAHAPREIT may reasonably prescribe.
- ii. Financial Bid shall be submitted only through online mode with due encryption.

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

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

duly signed by their authorized signatory of the Bidder.

10.10. BID DEADLINE:

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

10.11. BID VALIDITY PERIOD:

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

10.12. COST OF BIDDING:

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

10.13. BID SECURITY/EMD:

Interested Bidder shall furnish Bid Security/EMD of INR 2,25,000 /MW for each Project category for which Bidder is placing Bid. Bidders placing Bid for more than one Project category could furnish single Bid Security/EMD of value equivalent to the sum of the of Bid Security/EMD required for each Project categories in which Bidder is participating. The Bid Security/EMD as defined under shall be paid online at <https://www.bharat-electronictender.com/> portal.

Sub-Cat.	Configuration	EMD Amount	Mode of Payment	MSME Exemption
A1-S	Solar Only 20–100 kW	INR 2,25,000/MW	Online at https://www.bharat-electronictender.com	MSMEs with valid UDYAM registration exempted
A1-B	Solar+ BESS 20–100 kW	INR 2,25,000/MW	Online at https://www.bharat-electronictender.com	MSMEs with valid UDYAM registration

				exempted
A2-S	Solar Only 101–250 kW	INR 2,25,000/MW	Online at https://www.bharat-electronictender.com	MSMEs with valid UDYAM registration exempted
A2-B	Solar+ BESS 101–250 kW	INR 2,25,000/MW	Online at https://www.bharat-electronictender.com	MSMEs with valid UDYAM registration exempted

- A Bidder participating in multiple sub-categories may furnish a single consolidated EMD equal to the sum of EMD requirements for each sub-category bid.
- Initial validity of Bid Security: 300 days from Bid Deadline.
- No exemption for any type of organization other than UDYAM-registered MSMEs.

Bid Security/EMD/bid Guarantee fee shall be returned to Successful Bidder within fifteen (15) Days subjected to following conditions

- Acceptance of LoA by successful bidder.
- Receipt of 1st installment facilitation charges to MAHAPREIT
- submission of first Performance Guarantee (PG) of 5 MW slot by the Successful Bidders to MAHAPREIT

Bid Security/EMD/bid Guarantee fee shall be returned to unsuccessful Bidder within fifteen (15) Days from the date of issuance of LoA to successful bidder.

The Bid Security/EMD shall be denominated in Indian Rupees and Bid Security/EMD should be confirmed for payment to MAHAPREIT by respective banks.

- Bid Security/EMD, if in the form of bank guarantee, shall be submitted in its original form to MAHAPREIT. Copies of Bid Security/EMD shall be uploaded online.

Further, provisions of this Clause 10.13 will be invoked on occurrence of any of the following events:

- If a Bidder withdraws/revokes or cancels or unilaterally varies his Bid in any manner during the Bid Validity Period.
- If Successful Bidder fails to accept the LOA or doesn't submit the PG of needful value within prescribed time.
- If Successful Bidder fails to sign or refuses to execute PPA within the indicated time unless the default / delay is due to Procurer.
- If the 1st instalment of facilitation charges of MAHAPREIT are not submitted.

10.14. Bidders placing Bid for more than one Project category may furnish individual Bid Security for each Project categories. However, Bidders placing Bid for more than one Project category may furnish single Bid Security of value equivalent to the sum of the of Bid Securities required for each Project categories in which Bidder is participating.

10.15. MSMEs having valid UDYAM registration as on the last date of bid submission only are exempted from submission of Cost of the RfP document, Bid Security or Earnest Money Deposit (EMD). For a Consortium to be eligible for exemption from submission of Cost of Rf document, Bid Processing Charge & Earnest Money Deposit, all the members of the Consortium shall be registered as MSE.

10.16. OPENING OF BID:

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

10.17. RIGHT TO WITHDRAW THE RFP AND TO REJECT ANY BID:

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

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

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

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

10.18. ZERO DEVIATION:

This is a zero-deviation bidding process. Bidder is to ensure compliance of all provisions of the RFP and submit their Bid accordingly. Conditional Bid or Bid with any deviation to

the RFP conditions shall be liable for rejection without any explanation.

10.19. EXAMINATION OF BID DOCUMENT:

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

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

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

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

The Comprehensive O&M of solar PV system shall include wear, tear, overhauling, machine breakdown, appropriate insurance (Storm, Tempest, Flood, and Inundation (STFI) and Workmanship Insurance) (if and as required), and replacement of defective modules, invertors / Power Conditioning Unit (PCU), spares, consumables & other parts for a period of twenty-five (25) Operational Years.

10.20. CHANGE IN LAW

"Change in Law" means the occurrence of any of the following events after the Bid Deadline resulting into any additional recurring/ non-recurring expenditure by the RESCO or any income to the RESCO shall be applicable:

- a. BCD on solar cells/modules effective 01 April 2022 shall not be treated as Change in Law (MNRE OM dated 09 March 2021). Any future Change in Law after Bid Deadline shall be evaluated by MAHAPREIT in consultation with the Procurer and passed on as appropriate adjustment to Quoted Tariff for the relevant PPA period.
- b. the enactment, coming into effect, adoption, promulgation, amendment, modification or repeal (without re-enactment or consolidation) in India, of any Law, including rules and regulations framed pursuant to such Law;
- c. change in the interpretation or application of any Law by any Indian Governmental Instrumentality having the legal power to interpret or apply such Law, or any Competent Court of Law;

- d. the imposition of a requirement for obtaining any Consents, Clearances and Permits which was not required earlier;
- e. change in any Consents, approvals or licenses available or obtained for the Project, otherwise than for default of the RESCO, which results in any change in any cost of or revenue from the business of selling electricity by the RESCO to Procurer under the terms of the PPA;
- f. a change in the terms and conditions prescribed for obtaining any Consents or the inclusion of any new terms or conditions for obtaining such Consents; except due to any default of the RESCO;
- g. change in the Rules, Regulations, Orders or any document issued or released by the CERC/ CEA/ SERC/ State DISCOMs or any other Government Authority;
- h. any change in taxes, duties and cess or introduction of any taxes, duties and cess made applicable for generation and sale/ supply of power by RESCO as per the terms of the PPA but shall not include: (i) any change in any withholding tax on income or dividends distributed to the shareholders of the RESCO, or (ii) change in income taxes applicable for the RESCO.

10.21. Taxes and Duties

The Financial Bid (Fixed Tariff) shall be inclusive of all taxes, duties and charges. RESCO shall be entirely responsible for all taxes, duties and license charges. Any new change in tax/duty between Bid Deadline and Execution Date shall be passed on to the Procurer or RESCO as applicable.

10.22. Force Majeure

Force majeure events beyond RESCO's control (Acts of God, wars, floods, epidemics, etc.) shall relieve RESCO of its obligations during the force majeure period. RESCO must notify MAHAPREIT and Procurer within 3 days of occurrence. MAHAPREIT's decision on force majeure claims shall be final.

10.23. Dispute Resolution & Arbitration

Disputes shall be first resolved by mutual consent. Unresolved disputes shall be referred to a sole arbitrator under the Arbitration and Conciliation Act, 1996. If parties fail to agree on appointment within 30 days, the Mumbai Centre for International Arbitration (MCIA) shall appoint the arbitrator. Jurisdiction: Mumbai.

10.24. ALMM Compliance

All solar modules and cells shall be from MNRE's ALMM as amended time to time. Bidder shall submit a signed undertaking (FORMAT 16). Violation may result in cancellation of work order and forfeiture of PG.

10.25. **Progress Reporting**

RESCO shall submit quarterly progress reports to MAHAPREIT from the Effective Date of the first PPA till CoD of the last PPA in the category allotted, in the prescribed format. MAHAPREIT shall have the right to depute representatives to ascertain progress at site.

10.26. **Applicable Law & Language**

This RFP and PPA shall be governed by the laws of India. All documents, correspondence, reports, and instructions shall be in Hindi or English language.

10.27. **IMPACT OF CHANGE IN LAW:**

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

10.28. **APPLICABLE LAW:**

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

10.29. **SETTLEMENT OF DISPUTE:**

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

In the event that the dispute remains unresolved through mutual consent, the matter shall be referred to arbitration in accordance with the Arbitration and Conciliation Act, 1996 (as amended from time to time) and the rules framed thereunder. The arbitration shall be conducted by a sole arbitrator mutually appointed by the parties. If the parties fail to agree on the appointment of the arbitrator within 30 days from the date of the notice invoking arbitration, the arbitrator shall be appointed by the Mumbai Centre for International Arbitration (MCIA) in accordance with its rules.

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

The cost of arbitration shall be borne as per the award of the arbitrator.

10.30. **LANGUAGE:**

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

10.31. **AMENDMENT:**

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

10.32. SEVERABILITY:

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

10.33. PRICE PREFERENCE:

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

10.34. TAX EXEMPTIONS:

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

10.35. FRAUD AND CORRUPTION

MAHAPREIT requires the highest standard of ethics. Corrupt, fraudulent, collusive, coercive or obstructive practices shall result in rejection/cancellation of bid, forfeiture of EMD/PG, and debarment from future MAHAPREIT tenders.

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

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

directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

e. “obstructive practice” is

aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a MAHAPREIT’s investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation;

or

ab) acts intended to materially impede the exercise of the MAHAPREIT’s inspection and audit rights.

- II. will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;
- III. will sanction a firm or individual, including declaring ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for, or in executing, a contract; and
- IV. will have the right to require that the provision be included in Bidding Documents and in contracts, requiring Bidders, suppliers, and contractors and their sub-contractors to permit the MAHAPREIT to inspect their accounts and records and other documents relating to bid submission and contract performance and to have them audited by auditors appointed by the MAHAPREIT.

10.36. **DEBARRED FROM PARTICIPATING IN MAHAPREIT’S TENDER**

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

10.37. **Billing Metering and Collection Charges:**

In the best interest of the project, MAHAPREIT, in consultation with the respective MSME and RESCOs, shall undertake the responsibility of metering, billing, and collection of payments from MSMEs. For the execution of this task, MAHAPREIT may appoint a suitable agency to act on its behalf.

For carrying out this responsibility, MAHAPREIT shall levy a service charge equivalent to 3% of the PPA tariff. This charge shall be escalated by 5% every five (5) years for the entire duration of the Power Purchase Agreement (PPA).

SECTION IV: BID EVALUATION

11. BID EVALUATION:

11.1. THE EVALUATION PROCESS COMPRISES THE FOLLOWING THREE STEPS:

- Step I: Responsiveness check of Technical Bid and evaluation of Bidder eligibility criteria.
- Step II: Financial Bid evaluation — four independent L1 tariff discoveries (one per sub-category).
- Step III: Selection of Successful Bidders and issuance of LOA.

11.2. Step I – RESPONSIVENESS CHECK OF TECHNICAL BID:

The Technical Bid submitted by Bidder shall be scrutinized to establish responsiveness to the requirements laid down in the RFP. Any of the following may cause the Bid to be considered “Non-responsive” and liable to be rejected, at the sole discretion of MAHAPREIT, subject to sufficient justification:

- a. Bid not submitted in prescribed formats;
- b. Not submitted in prescribed formats or incomplete;
- c. Not signed/stamped by authorized signatory;
- d. Material inconsistencies in eligibility documents;
- e. Conditional bid or bid with deviations from RFP conditions;
- f. Not received by Bid Deadline;
- g. Conflict of interest or blacklisted Bidder;
- h. Minimum bid capacity requirement not met (less than 10 MW overall or less than 10% in A1 sub-categories);
- i. BESS sub-categories (A1-B/A2-B): Missing BESS capability documents;
- j. Missing BTM Prior Intimation compliance undertaking (FORMAT 17);
- k. Bid includes annual tariff escalation (escalation bids shall be rejected);
- l. Bid not signed by authorized signatory and /or stamped in the manner indicated in this RFP;
- m. Bidder makes any misrepresentation;
- n. Any other act of Bidder which may be unlawful for the purpose of this RFP.

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

11.3. Step II – Independent Financial Bid Evaluation (L1 per Sub-Category)

Financial Bids of Eligible Bidders shall be opened and evaluated INDEPENDENTLY for each of the four sub-categories. The quoted tariff must be a single fixed rate for 25 years. Any escalation or variable tariff shall be treated as non-responsive.

Sub-Cat.	Configuration	L1 Discovery	Process
A1-S	Solar Only, 20–100 kW	Independent L1	Eligible Bidders ranked in ascending order of fixed tariff. L1 identified. L2, L3, L4... offered opportunity to match L1. Up to 5 empaneled Bidders per sub-category at L1 tariff.
A1-B	Solar+BESS, 20–100 kW	Independent L1	Same as A1-S but completely separate evaluation – L1 of A1-B has no relation to A1-S L1.
A2-S	Solar Only, 101–250 kW	Independent L1	Same as A1-S but completely separate evaluation.
A2-B	Solar+BESS, 101–250 kW	Independent L1	Same as A1-S but completely separate evaluation – L1 of A2-B has no relation to A2-S L1.

- i. L1 tariff shall be disclosed on e-procurement portal without revealing Bidder identity. L2, L3... (up to Ln) Bidders may match L1. MAHAPREIT reserves the right to decide number of empanelled Bidders per sub-category.
- ii. There is no ceiling tariff. MAHAPREIT reserves the right to decide on reasonableness of rates.
- iii. No bid with annual escalation shall be evaluated. Only fixed tariff bids are valid.

11.4. Step III – Award & LOA

- i. MAHAPREIT shall issue a Letter of Award (LOA) separately for each sub-category to Successful Bidder(s).
- ii. Successful Bidder shall accept and sign LOA within 15 days of issuance.
- iii. Successful Bidder shall pay 1st instalment of Facilitation Charges per prescribed schedule.
- iv. Successful Bidder shall submit Performance Guarantee within 15 days from the issuance of LoA.
- v. PPA with Procurer shall be signed within 60 days of mutual consent between Consumer and RESCO.
- vi. Delay >60 days attributable to Bidder shall be treated as Refusal to Execute PPA, equivalent PBG forfeiture and LOA cancellation shall follow.
- vii. The Letter of Award (LOA) shall comply with all applicable guidelines issued by MNRE and MERC.

11.5. DISCLOSURE OF LOWEST TARIFF

- i. The Financial Bid of Eligible Bidder(s) with lowest Quoted Tariff for each project category shall be opened on <https://www.bharat-electronictender.com/> without disclosing the name of Bidder. Also, other Bidders' identity and bid rates would not be revealed.
- ii. The bidders will be arranged in ascending order of their quoted tariff.
- iii. The Bidder will be asked to match the L1 tariff rate in each category. First four bidders

as per the list based on quoted tariff (L2, L3, L4,Ln) will be allowed to match the L1 rate quoted tariff. Final empaneled bidder will be L1 & the other four (4) bidders who will agree to match the L1 tariff rate from the above list.

- iv. Depending on the response and number of eligible bidders, MAHAPREIT may consider next bidders in sequence provided they are willing to match the L1 quoted tariff.
- v. However, MAHAPREIT reserve the right to select the number of bidders in each sub category.
- vi. There is no ceiling tariff for this RfP. However, MAHAPREIT will have right to decide on reasonableness of rates under this RfP.

11.6. SIGNING OF PPA

- i. The MAHAPREIT, Successful Bidder and the Procurer shall ensure that the PPA is signed within Sixty (60) Days of mutual consent between both Consumers and RESCOs on the basis of Project Capacity as ascertained by Successful Bidder through actual on-ground survey of concerned site.
- ii. The commencement of the Power Purchase Agreement (PPA) signing timeline, will commence upon the mutual consent between both Consumers and Renewable Energy Service Companies (RESCO).
- iii. Any delay beyond sixty (60) Days in signing of PPA from the date of respective mutual consent between Consumers and RESCOs, following procedure shall be adopted:
 - a. In case the delay is on part of the MSME consumer, then such consumer shall not be considered for further installation process by that RESCO.
 - b. In case the delay is on part of RESCO, the capacity shall be locked for 60 days from the date of mutual consent.
- iv. The Procurer shall be required to setup the Payment Security Mechanism as per the PPA.
- v. Any delay occurring beyond sixty (60) Days in signing of PPA from the mutual consent between the Consumers and RESCOs, date due to the reason attributable to the Successful Bidder(s), shall be considered as Refusal to execute the PPA and clause 5.7 shall be applicable.
- vi. An extension may be provided to the parties if there is a delay beyond sixty (60) Days from the work order, as determined by the Competent Authority of the MAHAPREIT.

11.7. REFUSAL TO EXECUTE THE PPA AND PENALTY

In the event that the Successful Bidder(s) declines or fails to execute the Power Purchase Agreement (PPA) for the Project(s) under a specific Project category for which the Letter of Award (LOA) has been duly accepted and signed, the Performance Guarantee submitted by the Successful Bidder(s) shall be forfeited, and the LOA shall be deemed annulled and/or cancelled in respect of the Project(s) so refused.

In addition, the Successful Bidder(s) shall be liable to penalties for the rejection of the site(s) offered. The PBG submitted by the Bidder shall also be forfeited, and MAHAPREIT reserves the right to initiate appropriate legal action against the Bidder, as deemed necessary.

However, MAHAPREIT reserve the right to decide the penalties on case to case base.

11.8. ASSET TREATMENT AT THE END OF PPA TERM

Ownership During PPA The ownership of the Rooftop Solar PV System installed under this Agreement shall remain with the Producer throughout the duration of the PPA, unless otherwise agreed.

Options at the End of the PPA Period Upon completion of the PPA term, the Producer and the Purchaser, with or without facilitation by MAHAPREIT, shall mutually exercise one of the following options:

Transfer of Ownership to Purchaser The Purchaser may opt to take ownership of the plant either at zero cost or at a mutually agreed depreciated value. The transfer shall include:

- i. All civil and electrical infrastructure (excluding movable items, if so agreed),
- ii. Documentation (design drawings, O&M manuals, warranties),
- iii. Performance history and asset registers.

Extension of the PPA The Parties may mutually agree to extend the PPA on revised commercial terms. Such revised terms must be finalised at least six months prior to the expiry of the initial PPA term.

Dismantling and Site Restoration If neither an extension nor a transfer of ownership is agreed upon:

The Producer shall dismantle, remove, and dispose of the entire plant in accordance with the prevailing guidelines, at its own cost.

The Producer shall restore the rooftop/site to its original, usable condition.

11.9. Termination of Contract

The MAHAPREIT may, by giving not less than thirty (30) days' written notice to the Bidder, terminate this Agreement upon the occurrence of any of the following events:

- a. The Bidder fails to remedy a breach in the performance of its obligations, as specified in a notice of suspension, within thirty (30) days of receipt of such notice or within such extended period as may be approved in writing by MAHAPREIT; or
- b. MAHAPREIT determines that the Bidder has submitted false or incorrect information at the time of bid submission.

11.10. RISK SECURITY MECHANISM (RSM)

i. Risk Security Mechanism Amount:

Risk Security Mechanism amount will be assessed on case to case basis for eligibility only after verification by a third party evaluator.

ii. **RISK SECURITY MECHANISM**

a. **Non-payment by Procurer:**

The Risk Security Mechanism shall be invoked if the procurer fails to make payments as stipulated under the executed PPA. Invocation shall be subject to verification that the payment default has occurred under the defined conditions and within the validity period of the mechanism.

b. **Default Situations:**

A procurer shall be deemed to be in default in either of the following situations:

- i. Non-payment continues for six (6) consecutive months following the complete commissioning of the allotted capacity; or
- ii. The total accumulated non-payment equals six (6) months at any point in time.
In such cases, MAHAPREIT reserves the sole right to declare a “default” and initiate the Risk Security Mechanism accordingly, subject to independent verification.

c. **Scope of the Risk Security Mechanism:**

The Risk Security Mechanism is intended to provide partial compensation to RESCOs against verified losses resulting from procurer default. It covers a portion of the capital investment made by the RESCO, subject to defined caps and exclusions. The guarantee is valid for a limited period under the PPA, and excludes interest on debt, O&M costs, and profit margins. The working of the mechanism may vary from case to case, and MAHAPREIT reserves the right to approve invocation or cancellation of the Risk Security Mechanism based on due diligence.

iii. **PROCEDURE FOR RISK SECURITY MECHANISM**

a. **Objective:**

The objective of the Risk Security Mechanism is to protect RESCOs (Renewable Energy Service Companies) from partial financial losses arising from payment defaults by MSMEs. It serves as a risk mitigation instrument, providing partial compensation in the event of non-payment under the Power Purchase Agreement (PPA).

b. **Applicability:**

- i. The Risk Security Mechanism shall apply when an MSME defaults, as defined in Clause 11.10, on its financial obligations under the PPA. In such cases, the mechanism provides partial financial compensation to the RESCO for losses arising from non-payment by the procurer.
- ii. MAHAPREIT reserves the right to declare the procurer to be in default under the terms specified herein.
- iii. RSM will be applicable only after submission of facilitation charges by RESCO for first year and similarly for second and third year.
- iv. RSM will be applicable only for MSME and not for other entity.

c. **Invocation of the Risk Guarantee**

(i) Grounds for Invocation

Invocation of the Risk Guarantee shall be permitted only under the following conditions:

- a. Non-payment by Procurer: The mechanism shall be invoked if the procurer fails to make payments as per the terms of the executed PPA.
- b. Occurrence of Default: A procurer shall be considered in default under either of the following circumstances:
 - i. Non-payment continues for six (6) consecutive months following the complete commissioning of the allotted system capacity; or
 - ii. The total non-payment amounts to six (6) months.

MAHAPREIT reserves the right to make the formal declaration of default in such cases.

- c. Change in Law or Policy: If changes in government laws or policies directly impact the operations of the MSME, the RESCO shall be eligible to invoke the Risk Guarantee only after MAHAPREIT completes a due diligence exercise and confirms that such changes materially affect the MSME’s ability to pay.

(ii) Obligations of RESCOs

- a. RESCOs shall be eligible to avail of the Risk Guarantee only if they register the system for coverage within thirty (30) days of complete commissioning of the allotted capacity.
- b. RESCOs must submit the complete project cost details to MAHAPREIT for record and validation purposes.

(iii) Tenure and Structure of the Risk Guarantee:

- a. The Risk Guarantee shall be valid for the allotted capacity for a period of three (3) years from the date of complete commissioning of the system, as per the PPA.
- b. The “Zero Day” shall commence from the first month following full commissioning of the allotted capacity.
- c. The Risk Guarantee shall cover up to 30% of the benchmark or estimated cost declared by MAHAPREIT, subject to a maximum cap of 10% per category slab across the total project portfolio. Debt servicing costs, operations and maintenance (O&M) expenses, and profit margins are not covered under this guarantee. Coverage shall decline on a pro-rata basis, as shown below:

Year from CoD	Coverage	Key Conditions
Year 1	30% of Benchmark Cost	RESCO must register within 30 days of CoD.
Year 2	20% of Benchmark Cost	Subject to MAHAPREIT third-party verification. Max cap: 10% per sub-category across total portfolio.
Year 3	10% of	Debt servicing, O&M and profit NOT covered.

	Benchmark Cost	RESCO must return recovered guarantee amounts within 30 days.
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- d. If a RESCO recovers the defaulted amount from the procurer (MSME), it shall return the corresponding amount received under the Risk Guarantee to MAHAPREIT within thirty (30) days of such recovery. If recovery is not effected through the escrow account, MAHAPREIT reserves the right to initiate legal proceedings. MAHAPREIT shall have the first claim over any recovered amount.
- e. RESCOs shall be eligible under this mechanism only if the solar system is installed, commissioned, and continuously maintained at the registered site(s). If the RESCO removes the system from the MSME’s rooftop—whether or not a default has occurred—it shall not be entitled to claim under the Risk Guarantee.

(iv) Claim Settlement:

- a. The RESCO shall submit a formal notice of claim, along with relevant supporting documents, to MAHAPREIT.
- b. Upon receipt, MAHAPREIT shall initiate a verification process through an authorised third-party evaluator.
- c. Subject to verification and approval, the claim amount shall be disbursed to the RESCO.

(v) Guarantee Management:

MAHAPREIT shall manage the Risk Guarantee Mechanism and ensure a transparent, equitable, and accountable process for its invocation, assessment, and settlement. Any disputes arising from the invocation or management of the mechanism shall be addressed in accordance with the dispute resolution framework described below.

(vi) Dispute Resolution:

Any disputes relating to the invocation of the Risk Guarantee shall be resolved through arbitration, in accordance with the dispute resolution clause of the tender, under the jurisdiction of Mumbai.

MAHAPREIT reserves the right to amend or modify the terms of the Risk Guarantee Mechanism prospectively for new or future projects. However, the rights and entitlements of RESCOs under existing projects already registered under this mechanism shall remain unaffected.

11.11. FACILITATION CHARGE:

MAHAPREIT will levy facilitation charge from the successful bidder, 6% value of allotted capacity with an estimate of 1 MW as mentioned in the RFP will be charged as facilitation charge distributed over the period of 25 years in four installments from the date of issue of LOA. Facilitation charge is a comprehensive package covering validation, service, aggregation, certification, and portal charges, all of which are essential for the efficient execution and ongoing management of the

project. These charges contribute to the validation and aggregation of the consumer, ensuring maximum implementation of solar energy projects in MSMEs. Additionally, the facilitation charge includes Payment security mechanism charges, providing financial security and mitigating risks associated with the project. The phased collection of charges over the project's duration aligns with the delivery of services and milestones achieved, promoting accountability and sustained support. This charge structure reflects a strategic investment in the success and longevity of the project, facilitating a robust framework for the deployment of clean energy solutions in Maharashtra. The facilitation charge for the Implementation of Grid Connected Roof Top Solar PV Systems under the RESCO Model at various locations in the State of Maharashtra is outlined below. The facilitation charge is designed to cover various essential services, validations, certifications, and guarantees associated with the project. These charges will be collected as an annuity over a specified period.

Facilitation Charge Structure:

A facilitation charge of 6% value of allotted capacity will be applicable. This charge includes the following components:

- a. Validation
- b. Service
- c. Aggregation
- d. Certification
- e. Portal facilitation
- f. Risk Guarantee Mechanism to RESCOs

MAHAPREIT shall levy a Facilitation Charge of 6% of the estimated project cost of the allotted capacity from the Successful Bidder. This is a comprehensive package covering consumer validation and aggregation, service and project management, portal charges, certification, Risk Guarantee Mechanism to RESCO, and billing/metering/collection infrastructure.

Payment Milestone as per allocated capacity	% of Total Facilitation Charge	Remarks
At LOA Acceptance (1st Instalment)	2% of project cost	Within 30 days of LOA acceptance; EMD return triggered. Facilitation fees may levy in the tranche of 5 MW (minimum). Equivalent cost of project as per category.
At End of Year 1 from LOA (2nd Instalment)	2% of project cost	
At End of Year 2 from LOA (3rd Instalment)	2% of project cost	
Note: Bidders are required to submit a PBG corresponding to a minimum capacity of 5 MW, along with the applicable proportion for any additional capacity.		

Illustration (10 MW Solar+ BESS A2-B bid): Estimated cost @ INR 8.0 Cr/MW = INR 80

Cr. Facilitation Charges @ 6% = INR 4.8 Cr.

11.12. Billing, Metering & Collection Charges

MAHAPREIT shall oversee metering, billing, and collection from Procurers and may appoint a suitable agency. A service charge of 3% of the PPA tariff shall be levied, escalated by 5% every 5 years for the entire PPA duration.

11.13. MAHAPREIT reserve the right to cancel the RFP without any reason.

SECTION V: SCOPE OF WORK

12. Details of Works

12.1. General RESCO Scope (All Sub-Categories)

- i. Site survey, solar resource assessment, structural feasibility, and preparation of Detailed Project Report for BTM Rooftop solar PV system at Procurer's premises.
- ii. Design and engineering of solar PV system (including BESS where applicable) complying with MNRE, CEA, MERC, MAHAVITARAN/DISCOM guidelines and MH RE Policy 2025-36.
- iii. Procurement and supply of all system components: ALMM-compliant solar modules, inverters/hybrid inverters, BESS (where applicable), BOS components, metering equipment, and SCADA/monitoring systems.
- iv. Civil and structural works: Module Mounting Structures (MMS) on rooftop or ground, civil foundations, cable ducting, earthing, lightning and surge protection.
- v. Obtaining all statutory approvals: (a) Prior Intimation to MAHAVITARAN/DISCOM (as per CC No. 334); (b) CEA/Electrical Inspector compliance certificate or Licensed Electrical Contractor certificate (for ≤ 200 kW); (c) any other approvals from local authorities, CEIG, fire NOC, etc.
- vi. Installation, testing, commissioning including grid synchronization, trial run, and performance testing.
- vii. Installation of generation meter, net meter (if applicable), and data logger with API integration to MAHAPREIT's central monitoring platform within 30 days of CoD.
- viii. Comprehensive O&M for 25 operational years including preventive and corrective maintenance, cleaning of modules, replacement of defective components, and annual performance reporting to MAHAPREIT and Procurer.
- ix. Workmanship and STFI (Storm, Tempest, Flood, Inundation) insurance as required throughout PPA period.
- x. At end of PPA term: mutually agreed option of (a) transfer of ownership to Procurer at zero/depreciated cost, (b) PPA extension on revised terms, or (c) dismantling and site restoration by RESCO at its own cost.
- xi. Reverser power Relay and Gris isolator should be provided.

12.2. BTM Prior Intimation & Safety Compliance

- i. Before commencement of installation at each site, RESCO shall assist the Procurer in filing the online Prior Intimation on MAHAVITARAN's / respective DISCOM's RE Energy Portal. This online application constitutes mandatory prior intimation.
- ii. RESCO shall obtain and upload the CEA safety compliance certificate / Electrical Inspector's charging permission (or Licensed Electrical Contractor certificate for systems ≤ 200 kW) at the time of online application.
- iii. All BTM systems shall be designed with anti-export relay / zero-export controller ensuring zero export to the DISCOM grid (unless explicitly permitted by MERC/DISCOM separately).

- iv. Any additional Fixed / Demand Charges levied by the DISCOM due to failure of prior intimation shall be borne entirely by the RESCO.
- v. Any surplus solar energy not consumed by the Procurer and curtailed at site shall not be compensated by DISCOM or MAHAPREIT.

12.3. **BESS-Specific Scope (Sub-Categories A1-B and A2-B)**

- i. BESS shall be fully integrated with the solar PV system for BTM energy supply. Designed to deliver rated power for minimum 2 hours' continuous discharge.
- ii. BESS sizing: A1-B - 30% of solar installed capacity (kW) for 2 hours (kWh). A2-B - 50% of solar installed capacity (kW) for 2 hours (kWh).
- iii. Battery Management System (BMS) with cell-level SOC/SOH monitoring, thermal management, fault isolation, and Modbus/CAN communication.
- iv. Power Conversion System (PCS) / Hybrid Inverter with grid-forming / grid-following capability as applicable.
- v. RESCO guarantees minimum 80% rated BESS capacity retention at end of Year 10 and 70% at end of Year 15 from CoD. Replacement of battery cells/modules to meet these guarantees is the RESCO's obligation within the quoted fixed tariff.
- vi. Full BESS O&M for 25 years including preventive maintenance, firmware updates, cell/module replacement as needed.

12.4. **Minimum CUF:** Not less than 19% per annum.

If CUF falls below the guaranteed level due to reasons attributable to the RESCO, appropriate penalty provisions as specified in the PPA shall apply.

12.5. **Scope Boundary**

- i. RESCO's scope is limited to the LT (Low Tension) panel of the consumer and includes supply/installation of generation meter and net meter (if applicable). Any components or works beyond the LT panel, including DISCOM-levied meter installation charges, shall be borne by the Procurer. All other costs required for successful operation of the system shall be borne by the RESCO within the quoted fixed tariff.
- ii. Designing, engineering, finance, supply, installation, testing and Commissioning of various capacities of Project as per standard design and specifications and connecting up to existing Mains/ACDB and interfacing internal electrical loads of Project with licensee's network/electrical loads with Comprehensive O&M for period of twenty-five (25) Operational Years for Sale of Solar Power. RESCO would have to take approval for the interfacing the Project with Grid/Electrical Loads of every location from distribution licensee/ CEIG, as applicable.

MAHAPREIT will support and expedite the process of taking approvals

- iii. Comprehensive O&M for twenty-five (25) Operational Years shall be required for each of the Project.

- iv. Successful Bidder(s) shall be responsible for all the works related to Commissioning and operation for twenty-five (25) Operational Years of each Project. Procurer or MAHAPREIT shall not be responsible to pay or increase in tariff for any work related to Project except the cases where PPA requires additional payment.
- v. Bidders are informed that their scope is limited to the LT (Low Tension) panel and supply and installation of generation and net meter. Any components beyond the LT panel are not within the bidder's scope and responsibility. Any cost which is beyond the LT panel, such as installing generating meter and net meter will be borne by the customer.
- vi. All other cost which is required for successful operation of the system should be borne by the RESCOs.
- vii. It is clarified that the Project(s) awarded under this RFP would not include energy storage with rooftop solar project. However, if Procurer(s) desires to have such arrangement, it would need to pay separately for the battery storage, and associated change in design and civil and electrical works. Such arrangement would not affect the RA L1 Tariff for sale of power under this RFP. Bidder has to declare the battery storage capacity to MAHAPREIT.
- viii. The bidder is required to furnish the Application Programming Interface (API) of their proprietary data logging software to MAHAPREIT for seamless integration into the overarching project monitoring software. This integration is essential for achieving comprehensive and real-time project monitoring. By providing the API, the bidder enables MAHAPREIT to efficiently aggregate and analyze data from the data logging software, contributing to effective project management and performance evaluation. The bidder is expected to facilitate the API integration process in a timely manner.
- ix. The detailed scope of work is provided in SCHEDULE-I of PPA.

SECTION VI: CHECKLIST

1. Checklist for online submission

S.No.	Document	Format No.	Submitted
1	Covering Letter (Company Letterhead with CIN/Reg. No.)	FORMAT 1	Yes / No
2	Tender Fee Transaction Statement (Non-Refundable)	—	Yes / No
3	Bid Security / EMD / Bid Guarantee Fee proof (per sub-cat. / consolidated)	FORMAT 4	Yes / No
4	Sub-Category-wise Bid Capacity Declaration	FORMAT 18	Yes / No
5	General Particulars of Bidder	FORMAT 2	Yes / No
6	Bidder's Composition and Ownership Structure	FORMAT 3	Yes / No
7	Power of Attorney (INR 500 stamp paper)	FORMAT 7	Yes / No
8	Board Resolution in support of PoA	—	Yes / No
9	Financial Eligibility Declaration + CA-certified documents	FORMAT 8	Yes / No
10	Affiliate Certificate (if applicable)	FORMAT 9	Yes / No
11	Certificate of Incorporation / Registration	—	Yes / No
12	Undertaking Form	FORMAT 10	Yes / No
13	Consortium Agreement (if applicable)	FORMAT 12	Yes / No
14	PoA in favour of Lead Member (INR 500 stamp paper, if applicable)	FORMAT 13	Yes / No
15	Declaration	FORMAT 14	Yes / No
16	General Undertaking	FORMAT 15	Yes / No
17	ALMM Compliance Undertaking	FORMAT 16	Yes / No
18	BTM Prior Intimation Compliance Undertaking (CC No. 334)	FORMAT 17	Yes / No
19	BESS Datasheet + OEM Authorization / MoU (A1-B & A2-B only)	—	Yes / No
20	Signed and Stamped copy of RFP and PPA	—	Yes / No
21	Four encrypted Financial Bids (one per sub-category bid for)	Online Encrypted	Yes / No

2. Checklist for original hard copy submission

S.No.	Document	Format No.	Submitted
1	Covering Letter (Original, signed and stamped)	FORMAT 1	Yes / No
2	Bid Security / BG Original (if in BG form)	FORMAT 4	Yes / No
3	Power of Attorney – Original (INR 500 stamp paper)	FORMAT 7	Yes / No
4	PoA in favour of Lead Member – Original (INR 500 stamp paper, if applicable)	FORMAT 13	Yes / No

SECTION VII: FORMATS FOR SUBMITTING RFP

FORMAT 1: COVERING LETTER

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

Ref. No. _____ Date: _____

From: Insert name and address of Bidder)

Tel.: _____

E-mail: _____

To:

The Managing Director,

Mahatma Phule Renewable Energy & Infrastructure Technology Limited. 5th floor, next to Trade centre, Bandra Kurla Complex, Bandra East, Mumbai, Maharashtra 400051

Sub: Request for Proposal (RFP) For Tariff Discovery & Selection of Solar Power Developers through Competitive Tendering Process for 100 MW Behind-the-Meter (BTM) with and without Battery Energy Storage System (BESS) under RESCO Model in the state of Maharashtra, "RFP No: MAHAPREIT/BTM-SOLAR/MSME/01/2026-27"

Dear Sir,

We, the undersigned, submit our Bid in response to the above-referenced RFP. We have read all terms and conditions of this RFP and the PPA and accept the same unconditionally.

We confirm that the quoted tariff is a FIXED TARIFF for the full 25-year PPA period with NO annual escalation.

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

We are participating in the following sub-categories:

Sub-Cat.	Description	Capacity Bid (MW)	Participating (Yes/No)
A1-S	Solar Only – 20 to 100 kW		
A1-B	Solar+30% BESS/2 Hrs – 20 to 100 kW		
A2-S	Solar Only – 101 to 250 kW		
A2-B	Solar+50% BESS/2 Hrs – 101 to 250 kW [Mandatory BESS]		

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

We confirm no member of our Company/Consortium is blacklisted by any Government department or PSU.

We confirm compliance with MAHAVITARAN CC No. 334 for BTM Prior Intimation at each site.

We understand that MAHAPREIT reserves the right to reject any or all bids without assigning reasons.

Bid Security

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

Project Category	Sub	Participation* (Yes / No)	Details of Bid Security
A1-S			
A1-B			
A2-S			
A2-B			

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

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

Acceptance

We hereby unconditionally and irrevocably agree and accept that the decision made by MAHAPREIT in respect of any matter regarding or arising out of the RFP shall be binding on

us. We hereby expressly waive any and all claims in respect of Bid process.

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

Familiarity with Relevant Indian Laws & Regulations

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

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

Contact Person

Details of the contact person are furnished as under:

Particulars	Description
Name	
Designation	
Company	
Address	
Phone Nos.	
Fax Nos.	
E-mail address	

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

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

Dated the _____ day of ____ 2026 We remain,

Thanking you,
Yours faithfully,

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

FORMAT 2: GENERAL PARTICULARS OF THE BIDDER

1	Name of the Company/Entity	
2	Registered Office Address	
3	E-mail	
4	Web site	
5	Authorized Contact Person(s) with name, designation, Address and Mobile Phone No., E-mail address/ Fax No. to whom all references shall be made	
6	Year of Incorporation	
7	Have the Bidder/Company ever been debarred By any Govt. Dept. / undertaking for undertaking any work, (Yes/No; if Yes, details)	
8	CIN / LLP ID / Registration No.	
9	UDYAM Registration No. (if applicable for EMD exemption)	
10	Bidder is listed in India	
11	GSTIN No.(<i>Copy Enclosed</i>)	
14	PAN No. (<i>Copy Enclosed</i>)	
16	Certificate of Incorporation of Bidder/ Affiliate (as applicable) enclosed	
17	Partnership deed for LLP/ Sole Proprietor registration (as applicable) enclosed	

(Signature of Authorized Signatory)

With Stamp

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

SHAREHOLDING CERTIFICATE FOR COMPANY

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

OR

PARTNER CONTRIBUTION IN A PARTNERSHIP FIRM

Name of Partner	Capital Contribution (Rs)	Remark if any

(Signature of Authorized Signatory) With Stamp

(Signature of Company Secretary/Director/Chartered Accountant)

**FORMAT 4: 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 Request for Proposal (RFP) For Tariff Discovery & Selection of Solar Power Developers through Competitive Tendering Process for 100 MW Behind-the-Meter (BTM) with and without Battery Energy Storage System (BESS) under RESCO Model in the state of Maharashtra, in response to the RFP No. _____ Date issued by Mahatma Phule Renewable Energy & Infrastructure Technology Limited considering such response to the RFP of [insert the name of the Bidder] as per the terms of the RFP, the [insert name & address of bank] hereby agrees unequivocally, irrevocably and unconditionally to pay to MAHAPREIT forthwith on demand in writing from MAHAPREIT or any Officer authorized by it in this behalf, any amount up-to and not exceeding Rupees [Insert amount] only, on behalf of M/s. [Insert name of the Bidder].

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

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

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

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

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

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at 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)

FORMAT 5: FORMAT FOR PERFORMANCE BANK GUARANTEE

(To be stamped on non-judicial stamp paper of appropriate value as per the Stamp Act applicable in the respective State)

Bank Guarantee No.:

Date: _____

In consideration of [Insert name of the Bidder] (hereinafter referred to as the "Bidder") submitting the response to the Request for Proposal (RFP) For Tariff Discovery & Selection of Solar Power Developers through Competitive Tendering Process for 100 MW Behind-the-Meter (BTM) with and without Battery Energy Storage System (BESS) under RESCO Model in the state of Maharashtra, "RFP No: MAHAPREIT/BTM-SOLAR/MSME/01/2026-27", in response to the RFP dated _____ issued by Mahatma Phule Renewable Energy & Infrastructure Technology Limited (MAHAPREIT) and considering such response to the RFP of [Insert name of the RESCO] (which expression shall, unless repugnant to the context or meaning thereof, include its executors, administrators, successors and assigns), and selecting the Project of the RESCO and issuing Letter of Award (LOA) No. _____ to [Insert name of RESCO] as per the terms of the RFP, and the same having been accepted by the selected Project Company, M/s [Insert name of SPV], a Special Purpose Vehicle (SPV) mandatorily formed for this purpose.

As per the terms of the RFP, the [Insert name & address of Bank] hereby agrees unequivocally, irrevocably and unconditionally to pay to MAHAPREIT at [Insert address of MAHAPREIT], forthwith on demand in writing from MAHAPREIT or any officer authorised by it in this behalf, any amount up to and not exceeding Rs. _____ (Rupees _____ only), on behalf of M/s [Insert name of the RESCO/Project Company].

This Guarantee shall be valid and binding on this Bank up to and including [Insert validity date], and shall not be terminable by notice or by any change in the constitution of the Bank or in the terms of the Agreement or for any other reason whatsoever. Our liability hereunder shall not be impaired or discharged by any extension of time, variations, or alterations made, given, or agreed to, with or without our knowledge or consent, by or between the parties to the respective Agreement.

Our liability under this Guarantee is restricted to Rs. _____ (Rupees _____ only).

Our Guarantee shall remain in force until [Insert date], and MAHAPREIT shall be entitled to invoke this Guarantee till that date. The Guarantor Bank hereby agrees and acknowledges that MAHAPREIT shall have the right to invoke this Bank Guarantee in part or in full, as it may deem fit.

The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to

the written demand by MAHAPREIT, made in any format, raised at the above-mentioned address of the Guarantor Bank, in order to make the said payment to MAHAPREIT.

The Guarantor Bank shall make payment hereunder on first demand, without restriction or conditions and notwithstanding any objection by [Insert name of the RESCO]. 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 having jurisdiction over the project location in the respective state where the RESCO project is situated 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 against the Guarantor Bank in the manner provided herein.

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

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

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rs. _____ (Rupees _____ only), and it shall remain in force until [Insert date], and we shall be 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 on or before the said date.

Signature:

Name:

Power of Attorney No.:

For: [Insert Name of the Bank]

Banker's Stamp and Full Address:

Dated this ___ day of _____, 20

Witnesses:

1. Signature:

Name:

Address:

2. Signature:

Name:

Address:

FORMAT 6: CHECK LIST FOR PG

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

FORMAT 7: POWER OF ATTORNEY

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

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

Know all men by these presents, we (name and address of the registered office of the Bidder as applicable) do hereby constitute, appoint and authorize Mr./Ms. (name & residential address) who is presently employed with us and holding the position of

_____ as our true and lawful attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to submission of our Bid for Discovery of Tariff & Selection of Solar Power Developers Through Tendering Process for Implementation of 100 MW Behind-the-Meter (BTM) with and without Battery Energy Storage System (BESS), aggregating to about _____ (in words) MW in the State of Maharashtra, in response to the RFP No _____

_____ Dated: issued by MAHAPREIT including signing and submission of the Bid and all other documents related to the Bid, including but not limited to undertakings, letters, certificates, acceptances, clarifications, guarantees or any other document which the MAHAPREIT may require us to submit. The aforesaid Attorney is further authorized for making _____ representations to the Mahatma Phule Renewable Energy & Infrastructure Technology Limited and providing information / responses to MAHAPREIT representing us in all matters before MAHAPREIT and generally dealing with MAHAPREIT in all matters in connection with Bid till the completion of the bidding process as per the terms of the above mentioned in RFP.

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

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

Signed by the within named

(Insert the name of the executant's company) through the hand of

Mr _____

duly authorized by the Board to issue such Power of Attorney Dated this _____ day of _____

Accepted

Signature of Attorney

(Name, designation and address of the Attorney) Attested

(Signature of the executant)

(Name, designation and address of the executant)

Signature and stamp of Notary of the place of execution

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

WITNESS

(Signature)

Name _____ Designation _____

(Signature)

Name _____ Designation _____

FORMAT 8: FINANCIAL ELIGIBILITY CRITERIA REQUIREMENT

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

To,

Mahatma Phule Renewable Energy & Infrastructure Technology Limited

Dear Sir,

Sub: “Request for Proposal (RFP) For Tariff Discovery & Selection of Solar Power Developers through Competitive Tendering Process for 100 MW Behind-the-Meter (BTM) with and without Battery Energy Storage System (BESS) under RESCO Model in the state of Maharashtra, in response to the RFP No: Dated:

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

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

Name of Entity being evaluated	Name of Affiliate in case its Financial Strength being used	Financial Year	Financial Criteria (fill as applicable) to be met as per	
			Net worth (INR Lakh)	Turnover (INR Lakh)

Note:

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

Yours faithfully

(Signature and stamp of Authorized Signatory of

Bidder) Name: _____

Date: _____ Place: _____

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

Name: _____ Date: _____ Place: _____

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

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

Notes:

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

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

To,

Mahatma Phule Renewable Energy & Infrastructure Technology Limited

Dear Sir,

“Request for Proposal (RFP) For Tariff Discovery & Selection of Solar Power Developers through Competitive Tendering Process for 100 MW Behind-the-Meter (BTM) with and without Battery Energy Storage System (BESS) under RESCO Model in the state of Maharashtra”

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

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

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

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

OR

- b) In case of Bidder being member of the Consortium

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

Yours Faithfully

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

FORMAT 10: UNDERTAKING FORM

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

Name: _____

Full Address: _____

Telephone No.: E-mail address: Fax/No.: _____ To,

Dear Sir,

We refer to the RFP No: _____ Dated: _____ for Request for Proposal (RFP) For Discovery of Tariff & Selection of Solar Power Developers Through Tendering Process for Implementation of 100 MW Behind-the-Meter (BTM) with and without Battery Energy Storage System (BESS) for ----- MW in the State of Maharashtra.

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

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

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

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

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

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

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

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

Signature of Chief Executive Officer/Managing Director

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

WITNESS

(Signature)

Name: _____ Designation:

(Signature)

Name: _____

Designation: _____

FORMAT 11: MODEL LETTER OF AWARD (LOA)

To,

[Designation]

[Name of Company]

[Address]

Subject: Letter of Award for Rooftop Solar Projects under RESCO Model

Ref: RfP No. _____ dated ..____

Date: _____

Dear Sir/Madam,

We are pleased to inform you that you have been declared as the *Successful Bidder* under RfP No. _____ dated _____ for the execution of Project Category (), with a capacity of _____ MW Request for Proposal (RFP) For Tariff Discovery & Selection of Solar Power Developers through Competitive Tendering Process for 100 MW Behind-the-Meter (BTM) with and without Battery Energy Storage System (BESS) under RESCO Model in the state of Maharashtra.

Accordingly, MAHAPREIT hereby issues this Letter of Award (LOA) to M/s [Successful Bidder] for the execution of Design, Engineering, Financing, Supply, Installation, Testing and Commissioning, including Insurance, Warranty, Spare Parts, and Operation & Maintenance of Grid Connected Rooftop Solar PV Projects under the RESCO model, as per the scope of work, specifications, and all terms and conditions specified in the RfP.

Upon acceptance of this LOA, the following conditions shall apply:

1. That the *Successful Bidder* shall accept this LOA, sign and submit the same to MAHAPREIT, along with applicable Facilitation Charges, within fifteen (15) days from the date of issuance of this LOA.
2. That the *Successful Bidder* has agreed to provide in-principle consent to execute the work as per the Scope, Specifications, and all terms and conditions mentioned in RfP No. _____ dated ..____ issued by MAHAPREIT.
3. That the *Successful Bidder* has agreed to execute the work at the L1 tariff rate discovered through the tendering process for the sale of solar power, applicable for a period of twenty-five (25) operational years, i.e., Rs. ___ per unit (kWh).
4. That the *Successful Bidder* agrees to conduct a preliminary survey of the project site(s) in coordination with the Purchaser(s) to ascertain the final Project Capacity prior to execution of the Power Purchase Agreement (PPA), pursuant to a relevant and necessary work order.
5. That the *Successful Bidder* shall execute the Power Purchase Agreement (PPA) with the

Purchaser and with any required co-signatories on a date as notified by MAHAPREIT. The *Successful Bidder* shall be responsible for all works related to commissioning and operation of the Project for a duration of twenty-five (25) operational years.

6. That, if the *Successful Bidder* intends to form a Project Company, the same must be incorporated within forty-five (45) days from the date of issuance of this LOA. All requirements specified under Clause 4.5 of the RfP shall apply to the formation of the Project Company.
7. That the *Successful Bidder* shall submit a Performance Guarantee at 2.5% of the project cost based on total allocated capacity and applicable category rate.
8. That the *Successful Bidder* shall submit the applicable **Facilitation Charges**, i.e., **6% of the total project value** (2% in 3 installment) based on total allocated capacity and applicable category rate.

This Letter of Award shall be treated as a legally binding document until the execution of the relevant and applicable Power Purchase Agreement(s).

Please confirm your acceptance of the above terms by signing and returning this letter. We look forward to working with you.

FORMAT 12: FORMAT FOR CONSORTIUM AGREEMENT

Joint Bidding/ Consortium Agreement Format for Participation in “Request for Proposal (RFP)

For

Discovery of Tariff & Selection of Solar Power Developer for Design, Engineering, Supply, Finance, Installation, Testing and Commissioning Including Insurance, Warranty, Spare Parts and Operation & Maintenance for Tariff Discovery & Selection of Solar Power Developers through Competitive Tendering Process for 100 MW Behind-the-Meter (BTM) with and without Battery Energy Storage System (BESS) under RESCO Model in the state of 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 office at _____ (Hereinafter referred to as the **“First Part”** or **“Lead Member”** which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

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

AND

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

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

WHERE AS,

- i. Mahatma Phule Renewable Energy & Infrastructure Technology Limited (hereinafter referred to as the **“MAHAPREIT”** which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited applications

(the “Applications”) by its RFP No: Dated:.....for award of the rate contract/work under “Discovery of Tariff & Selection of Solar Power Developer for Design, Engineering, Supply, Installation, Testing and Commissioning Including Insurance, Warranty, Spare Parts and Operation & Maintenance of Implementation of 100 MW Behind-the-Meter (BTM) Rooftop Solar PV Systems under RESCO Model for MSME with and without Battery Energy Storage System (BESS) State of Maharashtra (hereinafter called “Project”) and Selection of Solar Power Developer for the same.

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

NOW IT IS HEREBY AGREED as follows:

Definitions and Interpretations

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

1. Consortium

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

2. Role of the Parties

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

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

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 LOA subsequently issued if bid arrives as successful. However, in case the Consortium is either not pre-qualified for the Project or does not get selected for Award of the work, the Agreement will stand terminated in case the Applicant is not pre-qualified.

4. Miscellaneous

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

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

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

(Signature)

(Name & Designation)

(Address)

In Presence of:

Witness -1

Witness -2

(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

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

(to be submitted by each member of the Consortium)

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

Whereas Mahatma Phule Renewable Energy & Infrastructure Technology Limited (MAHAPREIT) has invited applications (the “Applications”) by its RFP No: Dated: For Tariff Discovery & Selection of Solar Power Developers through Competitive Tendering Process for 100 MW Behind-the-Meter (BTM) with and without Battery Energy Storage System (BESS) under RESCO Model in the state of Maharashtra (hereinafter called “Project”)

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

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

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS

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

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

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

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

For (Signature)
..... (Name & Title)

For (Signature)
..... (Name & Title)

For (Signature)
..... (Name & Title)

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

Witnesses:

1.

2.

(Notarised) Accepted

.....

(Signature of the authorized signatory of the Lead Member) (Name, Title and Address of the Attorney)

Instructions:

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

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

FORMAT 14: DECLARATION

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

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

We declare that:

1. I/ We have carefully read and understood terms and conditions of RFP (RfP no. ___ / dated / /) and associated PPA and their corrigenda/ addenda/ amendments issued from time to time before bid submission end date (collectively called as “RfP Documents”). In case, at any stage of bidding process or after award of work, our bid or award of work is found non-compliant with any provisions of RfP Documents or any of our undertakings/ declarations are found wrong/ unsolicited/ misrepresented/ unfulfilled, we unconditionally declare and undertake to accept, without any responsibility/ accountability/ implications/ liabilities/ obligations on anyone other than us, decision of competent authority as appropriate, including rejection of our bid and/ or cancellation of award of work, without prejudice to any other rights that competent authority may be entitled to exercise as per law or under provisions of RfP documents

2. We have not been Black listed or otherwise for any Supply of Goods / Services / Works by any Ministry / Department / PSU of Central Government / Any of the State Government(s), anytime / anywhere in the Country Debarred or have failed to execute any previous work of MAHAPREIT.

3. We solemnly undertake that the responsibility of execution of the Work as per the terms and conditions of the RFP/ Contract Agreement shall be entirely ours.

4. We declare that we have not taken any support from any of the independent Consultant or Consulting Agency who is associated with MAHAPREIT in any form while preparing RFP.

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

(Signature of Authorized Signatory) (Name & Designation in block letters)

FORMAT 15: UNDERTAKING

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

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

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

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

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

(Signature of Authorized Signatory) (Name & Designation in block letters)

FORMAT 16: UNDERTAKING for ALMM GUIDELINES

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

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

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

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

(Signature of Authorized Signatory) (Name & Designation in block letters)

FORMAT 17: FINANCIAL BID FORMAT

Financial Bid for A1-S, A1-B, A2-S and A2-B Project Category

(To be submitted only online with due encryption)

Subject: “For Tariff Discovery & Selection of Solar Power Developers through Competitive Tendering Process for 100 MW Behind-the-Meter (BTM) with and without Battery Energy Storage System (BESS) under RESCO Model in the state of Maharashtra.”

Category	A1-S 20 to 100 kW Solar Only		A1-B 20 to 100 kW Solar + BESS (30%/2 Hrs.)		A2-S 101 to 250 kW Solar Only		A2-B 101 to 250 kW Solar + BESS (50%/2 Hrs.)		
	Bidding capacity/Rate	Capacity, MW	Rate, INR/kWh	Capacity, MW	Rate, INR/kWh	Capacity, MW	Rate, INR/kWh	Capacity, MW	Rate, INR/kWh
In figure									
In words									

Notes: 1. Quoted Tariff must be applicable for sale of Solar Power to Procurer from Initial Part Commissioning to the end of Twenty-Five Operational Years (flat). Bidder to provide the Quoted Tariff up to 2 decimal places.

2. The above Quoted Tariff is inclusive of any applicable taxes and duties. However, if any new change in tax/duty is effected in the period after the Bid Deadline and any time during the period of Agreement, the same will be passed on by the Power Producer to the Procurer and vice versa under appropriate provisions of change in law.

3. Further, for clarification, PPA shall be signed for individual Projects under Project Category but Quoted Tariff shall remain the same for all Projects under Project Category. However, it shall be applicable in accordance with respective dates of part commissioning/ full COD, as the case may be.

4. MAHAPREIT reserve right to allocate capacity to the successful bidders in states/ categories.
5. The owner shall bear full responsibility for the safe disposal of the battery and the system, and shall ensure that the battery installation complies with applicable CEA guidelines.
6. The difference in figure and word if the amount undertaken or ordered to be paid is stated differentially in figures and in words, the amount stated in words will prevail.

Date:

SEAL AND SIGN AUTHORIZED SIGNATORY

ANNEXURE-I: PROJECT CATEGORY DETAILS

Sub-Cat.	Label	Description	BESS Option	BESS Sizing	Est. MW	Est. Cost/MW (INR Cr.)
A1-S	Solar Only	MSME/Others: 20–100 kW sanctioned demand. BTM Rooftop. MERC GIRREGS 2019 Cl.7.9 / CC No. 334 compliance.	Not Required	NIL	25 MW	INR 5.0 Cr (Solar Only, ex-GST)
A1-B	Solar+ BESS	MSME/Others: 20–100 kW sanctioned demand. BTM Rooftop. BESS encouraged per MH RE Policy 2025-36 Sec.5.4.	WITH BESS (30% / 2 Hrs)	30% of solar (kW) × 2 hrs (kWh). E.g. 50 kW solar → 15 kW / 30 kWh	25 MW	INR 7.0 Cr (Solar+BESS, ex-GST)
A2-S	Solar Only	MSME/Others: 101–250 kW sanctioned demand. BTM Rooftop. Where regulatory transitional exemption from BESS mandate applies.	Not Required	NIL	25 MW	INR 5.0 Cr (Solar Only, ex-GST)
A2-B	Solar+ BESS	MSME/Others: 101–250 kW sanctioned demand. BTM Rooftop. BESS MANDATORY per MH RE Policy 2025-36 Secs.5.4 & 7.2 for new BTM/OA >100 kW from April 2026.	WITH BESS (50% / 2 Hrs) – MANDATORY	50% of solar (kW) × 2 hrs (kWh). E.g. 200 kW solar → 100 kW / 200 kWh	25 MW	INR 8.0 Cr (Solar+ BESS, ex-GST)

ANNEXURE - II: QUARTERLY PROGRESS REPORT FORMAT

(To be submitted by RESCO to MAHAPREIT every quarter from Effective Date of first PPA till CoD of last PPA)

S.No.	Parameter	Details	Status
1	RFP Reference / LOA No.		
2	Sub-Category (A1-S / A1-B / A2-S / A2-B)		
3	Reporting Quarter		
4	No. of sites surveyed this quarter		
5	No. of PPAs signed (cumulative)		
6	No. of sites commissioned (CoD declared) this quarter		
7	Cumulative commissioned capacity (kWp)		
8	Prior Intimation filed with DISCOM for sites this quarter		
9	Pending CEA/Electrical Inspector certificates		
10	Cumulative solar energy generated (kWh)		
11	Average CUF achieved (%)		
12	BESS commissioned capacity (kWh, A1-B/A2-B only)		
13	Issues / Challenges faced		
14	Expected milestones for next quarter		

Authorized Signatory: _____

Date: _____

RESCO Company Seal:

ANNEXURE – III: REGULATORY REFERENCE DOCUMENTS

Document	Reference / Authority
Maharashtra RE & Energy Storage Policy 2025-26 to 2035-36	GR No. ApauU-2025/Pr.Kr.22/Urja-7 dated 18 March 2026, GoM Industries, Energy, Labour & Mining Dept. [Sections 5.4, 7.1.3, 7.2, 7.2.2 applicable]
MAHAVITARAN Commercial Circular No. 334	CE/Comm/GIRREGS Regulations 2019/No. 06633 dated 17 March 2022. BTM Prior Intimation, Safety Norms, Authority.
MERC (Grid Interactive Rooftop RE Generating Systems) Regulations, 2019	As amended in 2023 and 2024. Clause 7.9 governs BTM / non-net-metered systems.
MNRE ALMM Guidelines	MNRE OM on Approved List of Models & Manufacturers for Solar PV Modules and Cells – as amended from time to time.
CEA Technical Standards	Central Electricity Authority (Technical Standards for Connectivity to the Grid) Regulations – as amended.
MSME Definition	Ministry of MSME Gazette Notification dated 21 March 2025.
MH RE Policy 2025-36 – BESS Mandate	Sections 5.4 & 7.2: mandatory 50% BESS/2 hrs for new RE projects >100 kW from April 2026.
Electricity Duty Exemption	MH RE Policy 2025-36 Section 7.2.2: 10-year ED exemption for Captive Green OA with ≥4 hrs BESS.

ANNEXURE – IV: CONTACTS & IMPORTANT LINKS

Purpose	Contact / Link
MAHAPREIT Website	https://mahapreit.in
e-Tender Portal	https://www.bharat-electronictender.com/
RFP Queries / Pre-bid Participation	cgm.resco@mahapreit.in cgm.reem@mahapreit.in cgm.it@mahapreit.in
MAHAVITARAN BTM Prior Intimation Portal	www.mahadiscom.in → Consumer Portal → RE Energy Portal
MNRE ALMM List	https://mnre.gov.in/ (search ALMM)
e-Mudra Digital Signature	https://emudhradigital.com/

ANNEXURE – V: MODEL POWER PURCHASE AGREEMENT (PPA)

BETWEEN

[Name of Power Producer / RESCO]
(hereinafter referred to as the "Power Producer")

AND

[Name of MSME / Other Entity]
(hereinafter referred to as the "Purchaser")

FOR

“Tariff Discovery & Selection of Solar Power Developers through Competitive Tendering Process for 100 MW Behind-the-Meter (BTM) with and without Battery Energy Storage System (BESS) under RESCO Model in the state of Maharashtra”

Facilitated by: Mahatma Phule Renewable Energy & Infrastructure Technology Limited (MAHAPREIT), Mumbai | RFP No: MAHAPREIT/BTM-SOLAR/MSME/01/2026-27

POWER PURCHASE AGREEMENT

This Power Purchase Agreement ("Agreement") is made and executed on this ___ day of _____, 20___, at [Location],

M/s [Name of Power Producer], bearing CIN/GST/PAN No. _____, a company incorporated under the Companies Act, 1956/2013, having its registered office at [Full Address] (hereinafter referred to as the "Power Producer"), represented by its authorised signatory _____;

AND

[Name of MSME / Other Entity], bearing CIN/GST/Udyog Aadhar No. _____, having its registered office at [Full Address] (hereinafter referred to as the "Purchaser"), represented by its authorised signatory _____.

The Purchaser and the Power Producer shall hereinafter be individually referred to as a "Party" and collectively as the "Parties".

WHEREAS:

- i. The Power Producer has been declared the Successful Bidder by Mahatma Phule Renewable Energy and Infrastructure Technology Limited (MAHAPREIT) for Sub-Category [A1-S / A1-B / A2-S / A2-B] pursuant to RFP No. MAHAPREIT/BTM-SOLAR/MSME/01/2026-27 for implementation of 100 MW Behind-the-Meter Solar PV Systems for MSME/Other Entities under the RESCO Model.
- ii. The Power Producer is engaged in the business of designing, supplying, erecting, testing, commissioning, operating, and maintaining solar PV systems [with/without BESS] at the premises of consumers under the RESCO model.
- iii. Following a detailed inspection of the Premises, the Power Producer has agreed to install and commission a Behind-the-Meter Solar PV System at the Premises as per table below.

Sub-Cat.	Label	Description	BESS Option	Capacity, MW	Discovered Tariff Rate (Flat), Rs/KWh
A1-S	Solar Only	MSME/Others: 20–100 kW sanctioned demand. BTM Rooftop. MERC GIRREGS 2019 Cl.7.9 / CC No. 334 compliance.	Not Required		
A1-B	Solar +BESS	MSME/Others: 20–100 kW sanctioned demand. BTM Rooftop. BESS encouraged per MH RE Policy 2025-36 Sec.5.4.	WITH BESS (30% / 2 Hrs)		
A2-S	Solar Only	MSME/Others: 101–250 kW sanctioned demand. BTM Rooftop. Where regulatory transitional exemption from BESS	Not Required		

		mandate applies.			
A2-B	Solar+ BESS	MSME/Others: 101-250 kW sanctioned demand. BTM Rooftop. BESS MANDATORY per MH RE Policy 2025-36 Secs.5.4 & 7.2 for new BTM/OA >100 kW from April 2026.	WITH BESS (50% / 2 Hrs) – MANDAT ORY		

iv. The Purchaser owns/occupies the premises at [Premises Address] and is desirous of installing a rooftop solar PV system [with/without BESS] to reduce electricity costs from the grid.

NOW, THEREFORE, in consideration of the mutual promises, conditions, and covenants contained herein, the Parties agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In addition to other capitalized terms defined elsewhere in this Agreement, the following terms shall have the meanings assigned:

Term	Definition
Actual Monthly Production	Amount of energy recorded by the Main Metering System during each calendar month.
Agreement	This Power Purchase Agreement including all Schedules and amendments.
Applicable Law	All laws, statutes, regulations, rules, notifications, directives, circulars, guidelines, judgments, orders applicable to the Parties and/or the System, including MERC GIRREGS Regulations 2019 and MAHAVITARAN CC No. 334.
BESS	Battery Energy Storage System integrated with the Solar PV System where applicable (Sub-categories A1-B and A2-B).
BTM Prior Intimation	Mandatory online application filed by the Purchaser (facilitated by the Power Producer) on MAHAVITARAN's / respective DISCOM's RE Energy Portal before installation, per MAHAVITARAN CC No. 334.
Bidder	Bidder(s) shall include any Company, Limited Liability Partnership (LLP), Partnership Firm, Sole Proprietorship, or Consortium formed by such entities that are recognized under any applicable Indian law, including professional bodies incorporated or registered under any relevant law or parliamentary act in India.
Bidding Consortium or Consortium	Shall refer to a group of bidding Company/Limited Liability Partnership (LLP) firm/ Partnership Firm/ Sole Proprietor that has collectively made a

	Bid in response to this RFP. Consortium of a maximum of three entities/ members is allowed under this RfP
Behind-the-Meter (BTM)	Solar installation consuming generated power directly at consumer's premises without flowing through the DISCOM distribution network, connected on the consumer side of the utility meter. Governed by MERC GIRREGS Regulations 2019, Clause 7.9.
BTM Circular	Solar installation consuming generated power directly at consumer's premises without flowing through the DISCOM distribution network, connected on the consumer side of the utility meter. Governed by MERC GIRREGS Regulations 2019, Clause 7.9.
Commercial Operation Date (CoD)	The day when the full PPA Capacity is declared commissioned in accordance with the terms of this Agreement.
CMC	The Comprehensive O&M of solar PV system shall include wear, tear, overhauling, machine breakdown, appropriate insurance (Storm, Tempest, Flood, and Inundation (STFI) and Workmanship Insurance) (if and as required), and replacement of defective modules, invertors / Power Conditioning Unit (PCU), spares, consumables & other parts for a period of twenty-five (25) Operational Years.
Capacity Utilization Factor (CUF)	Refers to the ratio of the actual energy generated by the Solar Power Plant over a defined period (typically one year) to the energy that could have been generated had the plant operated at its rated capacity for the same period. For the purposes of this RFP, the minimum CUF shall not less than 19%.
Day(s)	Shall mean a 24 (twenty-four) hour period beginning at 00:00 hours Indian Standard Time and ending at 23:59:59 hours Indian Standard Time
DISCOM	Distribution Company / Distribution Licensee of the respective state.
Delivery Point	The LT panel at the Premises where the System is interconnected with the Purchaser's electrical infrastructure.
Effective Date	The date falling one Business Day after execution of this Agreement.
Execution Date	Shall mean date of signing of a Power Purchase Agreement between Solar Power Developer and the Procurer
Expiry Period	Shall mean the date of expiry of the PPA, which shall not be earlier than the 25 (twenty-five) Operational Years from the COD, unless terminated earlier in accordance with the terms of this Agreement
Facilitation Charge	Shall mean payment towards administrative overheads, liaising with other state authorities, visits to the site for plant inspection and commissioning purposes to the MAHAPREIT
First Operational Year	Shall mean the period commencing from the COD and expiring at the end of the Calendar Month in which Project completes twelve (12) Months from the COD
Fixed Tariff	The tariff per kWh as specified in Schedule II, fixed and unchanged

	for the entire 25-year PPA Term.
Force Majeure Event	An act or event beyond the reasonable control of the affected Party, preventing performance of obligations.
Government Approvals	All authorizations, licenses, approvals, permits required from any Governmental Authority for the System.
Installation Work	The construction, installation, testing and commissioning of the System including all associated civil and electrical works.
IEC	Shall mean specifications of International Electro technical Commission
Inspecting Authority	Shall mean the authority designated by the Competent Authority for the said purpose
MAHAPREIT	Mahatma Phule Renewable Energy & Infrastructure Technology Limited, Mumbai – the facilitating agency.
MAHAVITARAN / MSEDCL	Maharashtra State Electricity Distribution Co. Ltd.
MERC GIRREGS	MERC (Grid Interactive Rooftop Renewable Energy Generating Systems) Regulations, 2019, as amended
MNRE	Shall mean Ministry of New and Renewable Energy, Government of India
Month(s)	Shall mean a calendar month as per the Gregorian calendar
MH RE Policy 2025-36	Maharashtra Renewable Energy and Energy Storage Policy 2025-26 to 2035-36 notified vide GR dated 18 March 2026
Operational Year(s)	The First Operational Year and thereafter each period of 12 (twelve) Months till the Expiry Date of PPA
Other Entities	Non-MSME industrial, commercial or institutional consumers eligible under applicable state policies to avail BTM RESCO solar power
PPA	Power Purchase Agreement between the RESCO, the Procurer and MAHAPREIT for supply of solar power
Premises	The land, building or structure at [Address] as described in Schedule I.
RESCO Model	Renewable Energy Service Company model where the Power Producer installs, owns and operates the System at the Purchaser's Premises and sells Solar Power under this Agreement.
Scheduled Completion Date (SCoD)	Twelve (12) months from the Effective Date.
Solar Power	Electrical energy output generated by the System and supplied to the Purchaser at the Delivery Point.
Solar Power Payment	Monthly payment by the Purchaser to the Power Producer for Solar Power at the Fixed Tariff.

Solar +BESS System	Integrated system comprising solar PV panels, hybrid inverter, BESS, BOS, and monitoring system for BTM supply
System	The integrated assembly of photovoltaic panels, mounting structures, inverters, hybrid inverters, BESS (where applicable), metering equipment, monitoring systems and all other equipment at the Premises.
Tariff	The Fixed Tariff as specified in Schedule II – fixed for the full 25-year PPA Term.
Term	The period from the Effective Date to the Expiry Date (25 years from CoD).

1.2 Interpretation

- i. Words importing the singular include the plural and vice versa.
- ii. An applicable law shall be construed as including its amendments or re-enactments.
- iii. All references to Clauses and Schedules are to clauses and schedules of this Agreement.

2. EFFECTIVE DATE

This Agreement shall become effective on the Effective Date. The conditions precedent under this Agreement shall be accomplished within 30 days of the Effective Date.

3. TERM AND TERMINATION

3.1 Term

The Term of this Agreement shall commence on the Effective Date and shall continue for a period of twenty-five (25) years from CoD, unless terminated earlier in accordance with the terms of this Agreement.

3.2 Purchase Option at End of Term

Upon expiry of the PPA Term, the Purchaser and Power Producer (with or without facilitation by MAHAPREIT) shall mutually exercise one of the following options: (a) Transfer of ownership of the System to the Purchaser at zero cost or at a mutually agreed depreciated value; (b) Extension of the PPA on revised commercial terms (to be finalised at least 6 months prior to expiry); or (c) Dismantling and site restoration by the Power Producer at its own cost if neither option (a) nor (b) is agreed.

3.3 Conditions Prior to Installation

In the event any material adverse change occurs in the Purchaser's right to occupy the Premises, or the Power Producer determines that easements, liens or other encumbrances will prevent the System from operating as contemplated, this Agreement may be terminated by either Party with 30 days' written notice before CoD. Any dispute arising prior to CoD shall be resolved per Clause 10.30.

4. DESIGN, CONSTRUCTION, INSTALLATION, TESTING AND COMMISSIONING

4.1 Installation Work

- i. The Power Producer shall ensure that the System is designed, manufactured, supplied, engineered, erected, tested, commissioned, and operated in accordance with all Applicable

Laws, Prudent Utility Practices, MNRE/CEA/MERC guidelines, MAHAVITARAN CC No. 334, and the specifications agreed in this Agreement.

- ii. Before commencement of installation, the Power Producer shall facilitate filing of online BTM Prior Intimation by the Purchaser on MAHAVITARAN's / respective DISCOM's RE Energy Portal. The Power Producer shall obtain and upload the required CEA/Electrical Inspector compliance certificate (or Licensed Electrical Contractor certificate for ≤200 kW systems).
- iii. The Power Producer shall install all BTM systems with anti-export relay / zero-export controller ensuring zero export to the DISCOM grid.
- iv. Within fifteen (15) working days of the Effective Date, the Power Producer shall submit Shop Drawings of the Project to the Purchaser for approval.
- v. The Power Producer shall commission the System with a capacity mentioned in table below. The System shall be commissioned by the Scheduled Completion Date.

Sub-Cat.	Label	BESS Option	Capacity, MW
A1-S	Solar Only	Not Required	
A1-B	Solar +BESS	WITH BESS (30% / 2 Hrs)	
A2-S	Solar Only	Not Required	
A2-B	Solar+ BESS	WITH BESS (50% / 2 Hrs) – MANDATORY	

- vi. If the Power Producer is unable to supply Solar Power by SCoD, it shall pay a Delay Penalty as specified in Schedule IV.
- vii. The Purchaser shall ensure all arrangements to receive Solar Power beyond the Delivery Point and shall not unreasonably delay granting access to the Premises for installation.

4.2 Approvals and Permits

Each Party shall assist the other in obtaining all necessary Governmental Approvals and third-party consents. Power Producer is responsible for approvals listed in Schedule V (Power Producer). Purchaser is responsible for approvals listed in Schedule V (Purchaser).

4.3 System Acceptance Testing

The Power Producer shall provide the Purchaser with at least ten (10) days' advance written notice of the intended date for System Acceptance Testing. If the System demonstrates capacity to generate electrical energy at its full rated capacity and in compliance with all technical specifications, the Power Producer may declare the Commercial Operation Date (CoD). If testing reveals deficiencies, the Power Producer shall rectify and re-test within 30 days.

5. SYSTEM OPERATIONS

5.1 Power Producer as Owner and Operator

The System shall be legally and beneficially owned by the Power Producer, who shall be solely responsible for its operation, maintenance, repair, and replacement throughout the Term. The Purchaser shall not interfere with or modify the System.

5.2 Metering

- i. The Power Producer shall install a certified Main Metering System at the Delivery Point for accurate measurement of Solar Power supplied to the Purchaser.

- ii. Meter readings shall be taken by personnel of the agency authorized by MAHAPREIT or by the Parties' representatives on the first Business Day of each calendar month.
- iii. The Main Metering System shall be regularly tested, calibrated, and maintained by the Power Producer as per CEA Metering Regulations.
- iv. The Purchaser may, at its sole discretion and cost, install a check meter to verify Main Metering System readings.
- v. Legal title to the Solar Power supplied shall transfer to the Purchaser at the Delivery Point.

5.3 System Disruptions

- i. Availability of Premises: The Purchaser shall provide the Power Producer with unrestricted access to the Premises for operation, maintenance, and repair of the System throughout the Term.
- ii. Obstruction of Solar Panels: The Purchaser shall not construct or install any structure obstructing solar irradiation to the panels without prior written consent of the Power Producer.
- iii. Deemed Generation: If the Purchaser causes any disruption resulting in reduced Solar Power generation (e.g., load unavailability, site shutdown, obstruction of panels, roof repair without notice), the Power Producer may claim Deemed Generation payment for the estimated lost generation during the Disruption Period, calculated at the Fixed Tariff.

6. DELIVERY OF SOLAR POWER

6.1 Purchaser Obligation to Draw

The Purchaser agrees to draw one hundred percent (100%) of the Solar Power generated by the System and made available at the Delivery Point. In the event the Purchaser is unable to consume all generated electricity, surplus generation shall be managed by the anti-export controller (no export to DISCOM grid). No compensation shall be payable by DISCOM or MAHAPREIT for curtailed energy.

6.2 Estimated Annual Production

The Estimated Annual Production for the System for each year of the Term is set out in Schedule IV. The Power Producer warrants achieving minimum CUF as specified in Section 7.4 of the RFP. In the event of shortfall attributable to the Power Producer, penalty provisions in Schedule IV shall apply.

6.3 Suspension of Delivery

The Power Producer may suspend delivery for scheduled maintenance (with 7 days' prior notice) or emergency maintenance (with immediate notice). Planned maintenance shall be scheduled during non-generating periods. Such suspension shall not constitute a breach of this Agreement if the above conditions are met.

The owner shall bear full responsibility for the safe disposal of the battery and the system, and shall ensure that the battery installation complies with applicable CEA guidelines.

7. TARIFF AND PAYMENTS

7.1 Solar Power Payment – Fixed Tariff

The Purchaser shall pay to the Power Producer a monthly Solar Power Payment for the Solar Power drawn/consumed, calculated as:

Solar Power Payment = Actual Monthly Production (kWh) × Fixed Tariff (INR/kWh)
The Fixed Tariff is specified in Schedule II and is UNCHANGED for the entire 25-year PPA Term. No annual escalation shall apply.

The Fixed Tariff shall remain unchanged irrespective of any change in market rates, fuel costs, inflation, grid tariff increases, or any other factor, except for Change in Law as provided in Clause 7.8.

7.2 Invoice

The Power Producer shall issue a monthly invoice to the Purchaser on the first day of each calendar month for Solar Power supplied in the preceding month. Each invoice shall include generation calculations, metering data, and supporting documents.

7.3 Time of Payment

The Purchaser shall pay all undisputed amounts within thirty (30) days of receipt of a valid invoice. As payment security, the Purchaser shall provide a revolving bank guarantee equivalent to three (3) months' estimated Solar Power Payment, kept valid throughout the Term.

7.4 Method of Payment

All payments shall be by cheque, demand draft, or electronic funds transfer to the Power Producer's bank account as per Annexure I of this PPA. Any bank charges shall be borne by the Purchaser.

7.5 Late Payment Surcharge

If the Purchaser delays payment beyond the Due Date, a Late Payment Surcharge at SBI PLR + 2% per annum shall accrue from the Due Date. If delay exceeds three (3) months, Power Producer may suspend supply with 7 days' notice.

7.6 Disputed Payments

If the Purchaser disputes any part of an invoice, it shall provide a written notice of dispute within fifteen (15) days of receiving the invoice. The Purchaser shall pay 100% of the undisputed portion by the Due Date. Both Parties shall attempt resolution within seven (7) days of the notice. Unresolved disputes shall be referred to arbitration per Clause 17.7.

7.7 BESS Payment (A1-B and A2-B only)

The Solar Power Payment shall cover all energy drawn from the System including energy discharged from the BESS at the Delivery Point, at the same Fixed Tariff. No separate BESS tariff shall apply. The integration of BESS is fully costed within the Fixed Tariff quoted by the Power Producer.

7.8 Change in Law

"Change in Law" means enactment, amendment, modification or repeal of any law after the Bid Deadline resulting in additional recurring/non-recurring expenditure by the Power Producer or any income to the Power Producer. BCD on solar cells/modules effective 01 April 2022 shall NOT constitute Change in Law (MNRE OM dated 09 March 2021). Any impact of Change in Law shall be evaluated by MAHAPREIT and passed on as a tariff adjustment for the relevant remaining PPA period.

8. GENERAL COVENANTS

8.1 Power Producer's Covenants

- i. Notify the Purchaser promptly of any damage, fault, or emergency affecting the System.
- ii. Maintain the System in accordance with Prudent Utility Practices and manufacturer's recommendations.
- iii. Achieve minimum CUF as specified in Section 7.4 of the RFP. Pay penalty for shortfall attributable to Power Producer as per Schedule IV.

- iv. Obtain, maintain, and comply with all Governmental Approvals, including Prior Intimation under MAHAVITARAN CC No. 334.
- v. Ensure rooftop system's interconnection complies with MAHAVITARAN/DISCOM requirements and CEA Grid Code.
- vi. Implement all reasonable safety precautions in compliance with Applicable Laws. Carry all required insurance (STFI, Workmanship).
- vii. For BESS sub-categories: maintain BESS at minimum 80% capacity retention at Year 10 and 70% at Year 15; replace battery cells/modules if guarantee thresholds are breached.

8.2 Power Producer's Designated Contacts

Contact Role	Pre-CoD Contact	Post-CoD Contact
Name		
Designation		
Mobile / Tel.		
Email		

8.3 Purchaser's Covenants

- i. Promptly notify the Power Producer of any damage or emergency affecting the System.
- ii. Not permit or create any liens or encumbrances on the System. If any lien arises, immediately notify the Power Producer.
- iii. Provide all authorisations (including filing BTM Prior Intimation as facilitated by Power Producer) and access to the Premises for installation, O&M, and removal at end of Term.
- iv. Grant the Power Producer a non-exclusive licence to occupy the Premises for the Term for purposes of the System.
- v. Not construct or install any structure that obstructs solar irradiation to the panels.
- vi. Not engage any third party to repair, modify, or interfere with the System without Power Producer's prior written consent.
- vii. Draw 100% of Solar Power generated at the Delivery Point.
- viii. Provide water at no cost for module cleaning, and sufficient auxiliary power for monitoring equipment.
- ix. If temporary relocation is required, bear all associated costs.

9. REPRESENTATIONS AND WARRANTIES

Each Party represents and warrants to the other that: (a) It is duly incorporated/registered and in good standing; (b) It has full power and authority to execute and perform this Agreement; (c) This Agreement constitutes a valid, legal and binding obligation; (d) There is no pending litigation that would materially affect its ability to perform obligations; (e) Execution and performance do not violate its constituent documents, any law, or any other agreement.

10. TAXES AND GOVERNMENTAL FEES

10.1 Purchaser Obligations

The Purchaser shall be liable for all taxes, fees, levies or charges imposed on the purchase of Solar Power under Applicable Law. The Purchaser shall be solely responsible for timely filing and payment of any sales/use taxes applicable to its purchase of Solar Power.

10.2 Power Producer Obligations

The Power Producer shall be responsible for all income taxes, GST on supply of Solar Power (as applicable), and any other taxes applicable to the Power Producer's business.

11. FORCE MAJEURE

11.1 Definition

"Force Majeure Event" means any act, event or circumstance that: (a) prevents the affected Party from performing its obligations; (b) is beyond the reasonable control of the affected Party; and (c) could not have been prevented by Due Diligence. Force Majeure Events include natural phenomena (storms, cyclones, floods, earthquakes), war, civil unrest, epidemic/pandemic, and actions of Governmental Authorities. Economic hardship, lack of financing or market changes shall NOT constitute Force Majeure.

11.2 Excused Performance

Neither Party shall be in default during a Force Majeure period, provided it: (a) promptly notifies the other Party within 3 days of occurrence; (b) uses commercially reasonable efforts to mitigate the Force Majeure Event; and (c) resumes performance as soon as the Force Majeure Event ceases. The Purchaser shall not be excused from any payment obligations for electricity previously supplied.

11.3 Termination Due to Prolonged Force Majeure

If a Force Majeure Event continues for more than 180 days, either Party may terminate this Agreement on 30 days' written notice. Neither Party shall have liability to the other upon such termination except for any amounts accrued and unpaid before the Force Majeure Event.

12. DEFAULT

12.1 Power Producer Defaults and Purchaser Remedies

Power Producer Default means any of the following:

- i. An Insolvency Event occurs in relation to the Power Producer.
- ii. Power Producer fails to achieve CoD within 180 days of SCoD (beyond permitted Force Majeure extension).
- iii. Power Producer abandons the System for 60 or more continuous days.
- iv. Power Producer breaches any material provision and fails to remedy within 30 days of written notice.

Upon Power Producer Default, the Purchaser may: (i) terminate this Agreement on 30 days' written notice; (ii) claim all losses and damages from the Power Producer; and (iii) require MAHAPREIT to reallocate the Project to another empanelled RESCO at L1 tariff.

12.2 Purchaser Defaults and Power Producer Remedies

Purchaser Default means any of the following:

- v. An Insolvency Event occurs in relation to the Purchaser.
- vi. Purchaser fails to pay undisputed Solar Power Payments for 6 consecutive months or cumulative 6 months.
- vii. Purchaser breaches any material provision (including access or encumbrance covenants) and fails to remedy within 30 days.

Upon Purchaser Default: (i) Power Producer may suspend supply after 7 days' notice; (ii) Power Producer may terminate on 30 days' notice; (iii) Purchaser shall pay the Compensatory Amount = Original Capital Cost of System (as per RFP benchmark rates) × Pro-rata proportion of unexpired PPA period ÷ 25 years. (iv) MAHAPREIT's Risk Guarantee Mechanism (as per Section IX of RFP) may be invoked by RESCO after MAHAPREIT's verification.

13. LIMITATIONS OF LIABILITY

13.1 Exclusion of Consequential Damages

Neither Party shall be liable for indirect or consequential damages, loss of profits, or business interruption losses except as expressly provided in this Agreement.

13.2 Insurance

The Power Producer shall maintain: (a) All-risk property insurance for the System for replacement cost; (b) Third-party liability insurance; (c) Workmanship insurance; (d) STFI (Storm, Tempest, Flood, Inundation) insurance. Insurance shall be maintained throughout the Term.

14. ASSIGNMENT AND NOVATION

14.1 Assignment

The Power Producer shall have the right to assign this Agreement (subject to MAHAPREIT's prior written consent) to a bank/financial institution as security for project financing. The Purchaser may assign with prior written consent of the Power Producer.

14.2 Novation

The Power Producer may novate this Agreement to a New Party (including a Project Company/SPV) subject to MAHAPREIT's written approval. A separate Novation Agreement shall be executed.

14.3 Notices

All notices shall be in writing by registered post, courier, or email with delivery confirmation to addresses specified in this Agreement. Notices shall be effective upon delivery or (if sent by email) upon confirmation of receipt.

15. CONFIDENTIALITY

Each Party shall maintain confidentiality of the other Party's Confidential Information and shall not disclose it to third parties except as required by Applicable Law or for project financing purposes. Both Parties shall comply with the Digital Personal Data Protection Act (DPDP Act) for any personal data processed in connection with this Agreement. Confidentiality obligations shall survive termination of this Agreement.

16. INDEMNITY

Power Producer's Indemnity: The Power Producer shall indemnify and hold harmless the Purchaser Indemnified Parties from any claims arising from injury/death or property damage caused by the Power Producer's negligence, wilful misconduct, or breach of this Agreement.

Purchaser's Indemnity: The Purchaser shall indemnify and hold harmless the Power Producer Indemnified Parties from any claims arising from injury/death or property damage occurring at the Premises caused by the Purchaser's negligence, wilful misconduct, or breach of this

Agreement.

17. MISCELLANEOUS

17.1 Amendments

This Agreement may be amended only by written instrument duly executed by authorised signatories of both Parties and consented to in writing by MAHAPREIT.

17.2 Annual Reconciliation

The Parties shall conduct an annual reconciliation of accounts to ensure financial and operational clarity. Discrepancies shall be resolved within 60 days of the reconciliation date.

17.3 Industry Standards

The standard of performance for this Agreement shall be the standard generally accepted in the solar power industry in India, as applicable from time to time.

17.4 No Waiver

Failure of either Party to enforce any provision shall not constitute a waiver. Any waiver must be in writing to be effective.

17.5 Survival

Provisions relating to indemnification, confidentiality, dispute resolution, and outstanding payment obligations shall survive termination or expiry of this Agreement.

17.6 Severability

If any provision is held invalid or unenforceable, the remaining provisions shall continue in full force and effect.

17.7 Governing Law, Jurisdiction and Dispute Resolution

(a) This Agreement shall be governed by the laws of India.

(b) In the event of any dispute, the Parties shall first seek to resolve it by mutual negotiation within 30 days of written notice. If unresolved, the dispute shall be referred to a sole arbitrator under the Arbitration and Conciliation Act, 1996. If the Parties fail to agree on appointment within 30 days, MCIA (Mumbai Centre for International Arbitration) shall appoint the arbitrator. The arbitration shall be conducted in Mumbai.

(c) For disputes involving Public Sector Enterprises, alternative dispute resolution procedures as prescribed by GoI/GoM shall apply.

17.8 Entire Agreement

This Agreement, including all Schedules, constitutes the entire understanding between the Parties regarding the subject matter hereof and supersedes all prior negotiations, representations, or agreements.

17.9 Counterparts

This Agreement may be executed in multiple counterparts, each of which shall constitute one and the same instrument.

17.10 Independent Service Provider

The Power Producer is an independent contractor. Nothing in this Agreement creates an employer-employee, joint venture, or partnership relationship between the Parties.

17.11 Compliance with MAHAVITARAN CC No. 334

The Power Producer and Purchaser jointly acknowledge and agree to comply with all requirements of MAHAVITARAN Commercial Circular No. 334 dated 17 March 2022, including BTM Prior Intimation, CEA safety compliance, and zero-export requirements, throughout the

Term of this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorised representatives.

For Power Producer (RESCO)	For Purchaser (MSME/Other Entity)
Authorised Signatory: _____ Name: _____ Designation: _____ Date: _____ Stamp: _____	Authorised Signatory: _____ Name: _____ Designation: _____ Date: _____ Stamp: _____
Witnessed by MAHAPREIT	
Authorised Signatory: _____ Name: _____ Designation: _____ Date: _____	

SCHEDULE I – DESCRIPTION OF PREMISES

Field	Details
Name of Premises Owner / Occupier	
Address of Premises	
State	
GPS Coordinates (Latitude / Longitude)	
Type of Structure (Rooftop)	
Available Rooftop Area (sq.m.) / Ground Area (sq.m.)	
Sanctioned Load / Contract Demand (kW)	
DISCOM Consumer No.	
HT / LT Consumer	
Name of DISCOM	
Distribution Division / Subdivision	
Any encumbrances, liens or	

easements affecting the Premises	
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SCHEDULE II – TARIFF

IMPORTANT: The Fixed Tariff specified below is UNCHANGED for the entire 25-year PPA Term. No annual escalation applies. This tariff is as discovered through MAHAPREIT's competitive L1 tariff discovery process.

Sub-Category	System Configuration	Fixed Tariff (INR/kWh)	PPA Term
[A1-S / A1-B / A2-S / A2-B]	[Solar Only / Solar+BESS]	INR _____ /kWh (Fixed)	25 Years

The above tariff is the L1 tariff as discovered under RFP No. MAHAPREIT/BTM-SOLAR/MSME/01/2026-27.

Note: Deemed Generation, if applicable, shall also be compensated at this Fixed Tariff.

Year-wise tariff (for reference – same tariff throughout):

Years	Year 1-5	Year 6-10	Year 11-15	Year 16-20	Year 21-25	Note
Tariff (INR/kWh)	Fixed	Fixed	Fixed	Fixed	Fixed	No Escalation

SCHEDULE III – SYSTEM PURCHASE VALUES (Early Buyout / Transfer)

The following purchase values of the System apply in the event of: (a) the Purchaser terminating the PPA before the 25-year tenure; (b) the Purchaser wishing to own the System before tenure; (c) relocation necessitated by demolition, damage or change of land use. The values are calculated on a declining balance basis over the 25-year PPA term, reflecting unrecovered capital investment of the Power Producer.

Year of Buyout	% of Original Capital Cost	A1-S (INR/MW)	A1-B (INR/MW)	A2-S (INR/MW)	A2-B (INR/MW)
Year 1-3	90%	~INR 4.50 Cr	~INR 6.3 Cr	~INR 4.55 Cr	~INR 7.20 Cr
Year 4-6	75%	~INR 3.75 Cr	~INR 5.25 Cr	~INR 3.75 Cr	~INR 6.00 Cr
Year 7-10	60%	~INR 3.00 Cr	~INR 4.20 Cr	~INR 3.00 Cr	~INR 4.80 Cr
Year 11-15	40%	~INR 2.00 Cr	~INR 2.80 Cr	~INR 2.00 Cr	~INR 3.20 Cr

Year 16-20	20%	~INR 1.00 Cr	~INR 1.40 Cr	~INR 1.00 Cr	~INR 1.60 Cr
Year 21-25	10%	~INR 0.50 Cr	~INR 0.70 Cr	~INR 0.50 Cr	~INR 0.80 Cr

Note: Actual buyout price shall be based on RFP benchmark rates for the relevant state and sub-category. Final value to be mutually agreed with MAHAPREIT's concurrence.

SCHEDULE IV – ESTIMATED ANNUAL PRODUCTION, CUF & PERFORMANCE PENALTY

The Power Producer warrants achieving the minimum Capacity Utilisation Factor (CUF) as specified in Section 7.4 of the RFP. Estimated Annual Production for the System is as follows:

Year	Installed kWp	Min. CUF (%)	Est. Annual Production (kWh/kWp)	Est. Total Production (kWh)	Note
1-25	As per PPA	≥19%	Approx. 1,664 kWh/kWp/yr (19% CUF)	[Installed kWp × 1,664]	Pro-rated for 0.5% annual module degradation

Performance Penalty for CUF Shortfall (attributable to Power Producer):

Penalty Amount = Shortfall in kWh × Fixed Tariff (INR/kWh). The shortfall is calculated as: Guaranteed Annual Generation – Actual Annual Generation. Penalty shall be adjusted against the next month's invoice or paid directly within 30 days of annual reconciliation. This penalty does not apply if shortfall is due to Force Majeure, Purchaser's actions, or grid downtime beyond Power Producer's control.

Delay Penalty for CoD beyond SCoD:

If the Power Producer fails to achieve CoD by SCoD, a Delay Penalty of 0.5% of the System capital cost per month of delay (max 6 months) shall apply. Beyond 6 months, the Purchaser may terminate the PPA and MAHAPREIT shall reallocate the Project.

SCHEDULE V – GOVERNMENT APPROVALS

To be obtained by the Power Producer:

- i. Prior Intimation and compliance certificate under MAHAVITARAN/DISCOM CC No. 334 / MERC GIRREGS 2019 Clause 7.9.
- ii. All approvals under CEA Technical Standards for Grid Connectivity.
- iii. Any approvals from local building/municipal authorities for structural works.
- iv. Fire NOC (if required by local authority).
- v. CEIG (Chief Electrical Inspector to Government) approval where applicable.
- vi. DISCOM technical sanction / acknowledgement of Prior Intimation.

vii. MNRE / ALMM compliance documentation.

To be obtained by the Purchaser:

- viii. Any authorizations required for installation of the System at the Premises, including from building owner/landlord (if Purchaser is a lessee).
- ix. Permission for access to the Premises for the Power Producer throughout the Term.
- x. Any environmental clearances applicable to the Premises.
- xi. The Purchaser's internal approvals/board resolutions required for executing this Agreement.

SCHEDULE VI – BANK DETAILS FOR PAYMENT

(Power Producer's Bank Details for Solar Power Payment)

Name of Beneficiary	[Name of Power Producer / RESCO]
Principal Place of Business & Address	
Name of Bank	
Bank Address	
Bank Account No.	
Type of Account (SB / CA / CC)	
IFSC / NEFT / RTGS Code	
MICR Code	
PAN Card No.	
GST No.	
Phone / Fax No. with STD Code	
Email ID of Contact Person	

Any change in the above bank details shall be communicated in writing to the Purchaser at least 30 days before the effective date of change, with copy to MAHAPREIT.

ANNEXURE – VI: TECHNICAL SPECIFICATIONS

Following indicative technical specifications are provided to bidders to enable them to quote for the RESCO projects:

- 1. Components/Package of Grid Connected Rooftop Solar PV with BESS System for bidding:** The bidders shall quote their price considering complete package essentially covering - "design, supply, erection, testing and commissioning including warranty and comprehensive operation & maintenance of grid-connected rooftop solar PV plant during the PPA period. For the purpose of this tender, the components of a Grid Connected Rooftop Solar PV System shall essentially comprise but not be limited to crystalline solar PV Panels/ modules of required number, Inverters/ PCU, total Cable/ wiring up to 150 m in length, with required BESS, cable conduits, required array junction boxes, DC distribution box, AC distribution box, various connectors, nut-bolts, civil and mechanical works, Protection-Earthing, lightning, surges, drawing & manual and other miscellaneous works. The quote shall also be inclusive of all taxes, duties. The minimum required standard specifications of each component are provided herewith:

- 2. Solar photovoltaic modules:**

Parameter	Specification
Technology	Monocrystalline Silicon (preferred) or Polycrystalline Silicon; as approved under ALMM
ALMM Compliance	Mandatory – all modules and cells from MNRE's Approved List of Models and Manufacturers (as amended)
Module Efficiency	Minimum 20% (Monocrystalline); 17.5% (Polycrystalline)
Certifications	IEC 61215 / IS 14286 for performance; IEC 61730 for safety; from NABL-accredited laboratory
Product Warranty	Minimum 10 years product warranty; 25-year linear power output warranty ($\geq 80\%$ at Year 25)
Degradation Rate	Maximum 0.5% per annum (linear)
Anti-PID	Anti-PID certified modules for humid/coastal sites
BIS Mark	BIS marking as per IS 14286 / applicable IS standards

- 2.1. Battery Energy Storage System (BESS) – A1-B and A2-B Only**

Parameter	Specification / Requirement
Technology	Lithium Iron Phosphate (LFP) preferred; other Li-Ion or BIS/IEC-certified electrochemical storage accepted
BESS Size (A1-B)	30% of solar installed capacity (kW) \times 2 hours (kWh). Example: 100 kW Solar \rightarrow 30 kW / 60 kWh BESS

BESS Size (A2-B)	50% of solar installed capacity (kW) × 2 hours (kWh). Example: 200 kW Solar → 100 kW / 200 kWh BESS. [MANDATORY per MH RE Policy 2025-36 Secs. 5.4 & 7.2]
Safety Standards	IEC 62619 / UL 9540 / IS 16270 or equivalent; certificates from NABL/BIS-accredited lab mandatory
BMS	Cell-level monitoring, SOC/SOH tracking, thermal management, fault isolation, Modbus/CAN communication interface
Round-Trip Efficiency	Minimum 85% AC-AC at rated power and nominal temperature
Cycle Life	Minimum 3,500 cycles at 80% DoD to 80% capacity retention
Capacity Guarantee	≥80% rated capacity at end of Year 10; ≥70% at end of Year 15 from CoD. Battery replacement obligation of RESCO within quoted fixed tariff.
Operating Temperature	0°C to +45°C operational; -10°C to +55°C storage
Response Time	Full charge/discharge transition within 200 ms
Fire Safety	Automatic fire suppression, smoke/gas detection, venting as per local fire codes
Warranty	Minimum 5 years system warranty; capacity retention warranty as above

2.2. Module Mounting Structures (MMS)

- 2.2.1. Hot-dip galvanised MS or anodised aluminium alloy designed for local wind and seismic loads per IS 875 and IS 1893. Design life: minimum 25 years.
- 2.2.2. RTS: Load-bearing capacity verified by structural engineer. Waterproofing membrane integrity to be maintained. No chipping or damage to rooftop.
- 2.2.3. Ground Mount: Helical/driven screws or concrete foundations per soil conditions. Only within Procurer's premises or adjacent land with documented consent.

2.3. Metering, SCADA & Monitoring

- 2.4. Generation meter and net meter (if applicable) per MAHAVITARAN/DISCOM requirements and CEA metering regulations.
- 2.5. Real-time SCADA: solar generation, BESS SOC/SOH, load consumption, grid parameters, anti-export status, alarms. Data logging at minimum 15-minute intervals.
- 2.6. RESCO shall provide API integration to MAHAPREIT's central monitoring platform within 30 days of CoD.
- 2.7. SCADA accessible via web browser and mobile app for MAHAPREIT and Procurer.

2.8. Warranties:

2.8.1. Material Warranty:

- a. Material Warranty is defined as: The manufacturer should warrant the Solar Module(s) and BESS to be free from the defects and/or failures specified below for a period not less than five (05) years from the date of sale to the original customer ("Customer")
- b. Defects and/or failures due to manufacturing
- c. Defects and/or failures due to quality of materials
- d. Non-conformity to specifications due to faulty manufacturing and/or inspection processes. If the solar Module(s) fails to conform to this warranty, the manufacturer will repair or replace the solar module(s), at the Owner's sole option.

2.8.2. Performance Warranty:

The predicted electrical degradation of power generated not exceeding 20% of the minimum rated power over the 20-year period and not more than 10% after ten years' period of the full rated original output

3. Module Mounting structure:

Rooftop structure detailed specifications:

The Rooftop Structures maybe classified in three broad categories as follows

3.1. Ballast structure

- a. The mounting structure must be Non-invasive ballast type and any sort of penetration of roof to be avoided.
- b. The minimum clearance of the structure from the roof level should be in between 70-150 mm to allow ventilation for cooling, also ease of cleaning and maintenance of panels as well as cleaning of terrace.
- c. The structures should be suitably loaded with reinforced concrete blocks of appropriate weight made out of M25 concrete mixture.

3.2. Tin shed

- a. The structure design should be as per the slope of the tin shed.
- b. The inclination angle of structure can be done in two ways-
 - Parallel to the tin shed (flat keeping zero-degree tiling angle), if the slope of shed in Proper south direction
 - With same tilt angle based on the slope of tin shed to get the maximum output.
- c. The minimum clearance of the lowest point from the tin shade should be more than 100mm.
- d. The base of structure should be connected on the Purlin of tin shed with the proper riveting.
- e. All structure member should be of minimum 2 mm thickness.

3.3. RCC Elevated structure: It can be divided into further three categories

3.3.1. Minimum Ground clearance (300MM – 1000 MM)

- a. The structure shall be designed to allow easy replacement of any module and shall be in line with site requirement. The gap between module should be minimum 30MM.
- b. Base Plate – Base plate thickness of the Structure should be 5MM for this segment.
- c. Column – Structure Column should be minimum 2MM in Lip section / 3MM in C-Channel section. The minimum section should be 70MM in Web side and 40MM in flange side in Lip section.
- d. Rafter - Structure rafter should be minimum 2MM in Lip section / 3MM in C- Channel section. The minimum section should be 70MM in Web side (y-axis) and 40MM in flange side (x-axis).
- e. Purlin - Structure purlin should be minimum 2MM in Lip section. The minimum section should be 60MM in Web side and 40MM in flange side in Lip section.
- f. Front/back bracing – The section for bracing part should be minimum 2MM thickness.
- g. Connection – The structure connection should be bolted completely. Leg to rafter should be connected with minimum 12 diameter bolt. Rafter and purlin should be connected with minimum 10 diameter bolt. Module mounting fasteners should be SS-304 only and remaining fasteners either SS-304 or HDG 8.8 Grade.
- h. For single portrait structure the minimum ground clearance should be 500MM.

3.3.2. Medium Ground clearance (1000MM – 2000 MM)

- a. Base Plate – Base plate thickness of the Structure should be Minimum 6MM for this segment.
- b. Column – Structure Column should be minimum 2MM in Lip section / 3MM in C-Channel section. The minimum section should be 80MM in Web side and 50MM in flange side in Lip section.
- c. Rafter - Structure rafter should be minimum 2MM in Lip section / 3MM in C-Channel section. The minimum section should be 70MM in Web side and 40MM in flange side in Lip section.
- d. Purlin - Structure purlin should be minimum 2MM in Lip section. The minimum section should be 70MM in Web side and 40MM in flange side in Lip section.
- e. Front/back bracing – The section for bracing part should be minimum 2MM thickness.
- f. Connection – The structure connection should be bolted completely. Leg to rafter should be connected with minimum 12 diameter bolt. Rafter and purlin should be connected with minimum 10 diameter bolt. Module mounting fasteners should be SS-304 only and remaining fasteners either SS-304 or HDG 8.8 Grade.

3.3.3. Maximum Ground clearance (2000MM – 3000 MM)

- a. Base Plate – Base plate thickness of the Structure should be minimum 8 MM for this segment.
- b. Column – Structure Column thickness should be minimum 2.6MM in square hollow

section (minimum 50x50) or rectangular hollow section (minimum 60x40) or 3MM in C-Channel section.

- c. Rafter - Structure rafter should be minimum 2MM in Lip section / 3MM in Channel section. The minimum section should be 80MM in Web side and 50MM in flange side in Lip section.
- d. Purlin - Structure purlin should be minimum 2MM in Lip section. The minimum section should be 80MM in Web side and 50MM in flange side in Lip section.
- e. Front/back bracing – The section for bracing part should be minimum 3MM thickness.
- f. Connection – The structure connection should be bolted completely. Leg to rafter should be connected with minimum 12 diameter bolt. Rafter and purlin should be connected with minimum 10 diameter bolt. Module mounting fasteners should be SS-304 only and remaining fasteners either SS-304 or HDG 8.8 Grade.

3.3.4. Super elevated structure (More than 3000 MM)

i. Base structure

- a. Base Plate – Base plate thickness of the Structure should be 10MM for this segment.
- b. Column – Structure Column minimum thickness should be minimum 2.9MM in square hollow section (minimum 60x60) or rectangular hollow section (minimum 80x40).
- c. Rafter - Structure Rafter minimum thickness should be minimum 2.9MM in square hollow section (minimum 60x60) or rectangular hollow section (minimum 80x40).
- d. Cross bracing – Bracing for the connection of rafter and column should be of minimum thickness of 4mm L-angle with the help of minimum bolt diameter of 10mm.

ii. Upper structure of super elevated structure –

- a. Base Plate – Base plate thickness of the Structure should be minimum 5MM for this segment.
- b. Column – Structure Column should be minimum 2MM in Lip section / 3MM in Channel section. The minimum section should be 70MM in Web side and 40MM in flange side in Lip section.
- c. Rafter - Structure rafter should be minimum 2MM in Lip section / 3MM in Channel section. The minimum section should be 70MM in Web side and 40MM in flange side in Lip section.
- d. Purlin - Structure purlin should be minimum 2MM in Lip section. The minimum section should be 60MM in Web side and 40MM in flange side in Lip section.
- e. Front/back bracing – The section for bracing part should be minimum 2MM thickness.
- f. Connection – The structure connection should be bolted completely. Leg to rafter

should be connected with minimum 12 diameter bolt. Rafter and purlin should be connected with minimum 10 diameter bolt. Module mounting fasteners should be SS-304 only and remaining fasteners either SS-304 or HDG 8.8 Grade.

- iii. If distance between two legs in X-Direction is more than 3M than sag angle/Bar should be provide for purlin to avoid deflection failure. The sag angle should be minimum 2MM thick, and bar should be minimum 12Dia.
- iv. Degree - The Module alignment and tilt angle shell be calculated to provide the maximum annual energy output. This shall be decided on the location of array installation.
- v. Foundation – Foundation should be as per the roof condition; two types of the foundation can be done- either penetrating the roof or without penetrating the roof.
 - a. If penetration on the roof is allowed (based on the client requirement) then minimum 12MM diameter anchor fasteners with minimum length 100MM can be use with proper chipping. The minimum RCC size should be 400x400x300 cubic mm. Material grade of foundation should be minimum M20.
 - b. If penetration on roof is not allowed, then foundation can be done with the help of 'J Bolt' (refer IS 5624 for foundation hardware). Proper Neto bond solution should be used to adhere the Foundation block with the RCC roof. Foundation J - bolt length should be minimum 12MM diameter and length should be minimum 300MM.

3.3.5. Material standards:

- i. Design of foundation for mounting the structure should be as per defined standards which clearly states the Load Bearing Capacity & other relevant parameters for foundation design (As per IS 6403 / 456 / 4091 / 875).
- ii. Grade of raw material to be used for mounting the structures so that it complies the defined wind loading conditions (As per IS 875 - III) should be referred as follows (IS 2062 – for angles and channels, IS 1079 – for sheet, IS 1161 & 1239 for round pipes, IS 4923 for rectangular and square hollow section)
- iii. Test reports for the raw material should be as per IS 1852 / 808 / 2062 / 1079 / 811.
- iv. In process inspection report as per approved drawing & tolerance should be as per IS 7215.
- v. For ascertaining proper welding of structure part following should be referred:
 - a. D.P. Test (Pin Hole / Crack) (IS 822)
 - b. Weld wire grade should be of grade (ER 70 S - 6)
- vi. For ascertaining hot dip galvanizing of fabricated structure following should be referred: -
 - a. Min coating required should be as per IS 4759 & EN 1461.
 - b. Testing of galvanized material

- Pierce Test (IS 2633)
- Mass of Zinc (IS 6745)
- Adhesion Test (IS 2629)
- CuSO₄ Test (IS 2633)
- Superior High-Grade Zinc Ingot should be of 99.999% purity (IS 209) (Preferably Hindustan Zinc Limited or Equivalent).

vii. Foundation Hardware – If using foundation bolt in foundation then it should be as per IS 5624

3..3.6. Design Validation- The Structure design and drawing should be duly verified by a licensed Structural designer before installation for all types of structure arrangements including the extension made if any.

4. Junction boxes (JBs)

- a. The junction boxes are to be provided in the PV array for termination of connecting cables. The J. Boxes (JBs) shall be made of GRP/FRP/Powder Coated Aluminum /cast aluminum alloy with full dust, water & vermin proof arrangement. All wires/cables must be terminated through cable lugs. The JB's shall be such that input & output termination can be made through suitable cable glands.
- b. Copper bus bars/terminal blocks housed in the junction box with suitable termination threads conforming to IP65 standard and IEC 62208 Hinged door with EPDM rubber gasket to prevent water entry. Single / double compression cable glands. Provision of earthings. It should be placed at 5 charge height or above for ease of accessibility.
- c. Each Junction Box shall have High quality Suitable Capacity Metal Oxide Varistors (MOVs) / SPDs, suitable Reverse Blocking Diodes. The Junction Boxes shall have suitable arrangement monitoring and disconnection for each of the groups.
- d. Suitable markings shall be provided on the bus bar for easy identification and the cable ferrules must be fitted at the cable termination points for identification.
- e. All fuses shall have DIN rail mountable fuse holders and shall be housed in thermoplastic IP 65 enclosures with transparent covers.

5. DC Distribution Board:

- a. DC Distribution panel to receive the DC output from the array field.
- b. DC DPBs shall have sheet from enclosure of dust & vermin proof conform to IP 65 protection. The bus bars are made of copper of desired size. Suitable capacity MCBs/MCCB shall be provided for controlling the DC power output to the PCU along with necessary surge arrestors. MCB shall be used for currents up to 63 Amperes, and MCCB shall be used for currents greater than 63 Amperes.

6. AC Distribution panel board:

- i. AC Distribution Panel Board (DPB) shall control the AC power from PCU/

inverter, and should have necessary surge arrestors. Interconnection from ACDB to mains at LT Bus bar while in grid tied mode.

- ii. All switches and the circuit breakers, connectors should conform to IEC 60947, part I, II and III/ IS60947 part I, II and III.
- iii. The changeover switches, cabling work should be undertaken by the bidder as part of the project.
- iv. All the Panel's shall be metal clad, totally enclosed, rigid, floor mounted, air - insulated, cubical type suitable for operation on three phase / single phase, 415 or 230 volts, 50 Hz.
- v. The panels shall be designed for minimum expected ambient temperature of 45 degree Celsius, 80 percent humidity and dusty weather.
- vi. All indoor panels will have protection of IP54 or better. All outdoor panels will have protection of IP65 or better.
- vii. Should conform to Indian Electricity Act and rules (till last amendment).
- viii. All the 415 V AC or 230 V AC devices/equipment like bus support insulators, circuit breakers, SPDs, VTs etc., mounted inside the switchgear shall be suitable for continuous operation and satisfactory performance under the following supply conditions.

Variation in supply voltage	+/- 10 %
Variation in supply frequency	+/- 5 Hz

7. PCU/Array Size Ratio:

- a. The combined wattage of all inverters should not be less than rated capacity of power plant under STC.
- b. Maximum power point tracker shall be integrated in the PCU/inverter to maximize energy drawn from the array.

8. PCU/ Inverter:

As SPV array produce direct current electricity, it is necessary to convert this direct current into alternating current and adjust the voltage levels to match the grid voltage. Conversion shall be achieved using an electronic Inverter and the associated control and protection devices. All these components of the system are termed the "Power Conditioning Unit (PCU)". In addition, the PCU shall also house MPPT (Maximum Power Point Tracker), an interface between Solar PV array & the Inverter, to the power conditioning unit/inverter should also be DG set interactive if necessary. Inverter output should be compatible with the grid frequency. Typical technical features of the inverter shall be as follows:

Switching devices	IGBT/MOSFET
Control	Microprocessor /DSP
Nominal AC output voltage and frequency	415V, 3-Phase, 50 Hz (In case single phase inverters are offered, suitable arrangement for balancing the phases must be made.)
Output frequency	50 Hz
Grid Frequency Synchronization range	+/- 5 Hz

Ambient temperature considered	-20 °C to 50 °C
Humidity	95 % Non-condensing
Protection of Enclosure	IP-54(Minimum) for indoor
	IP-65(Minimum) for outdoor
Grid Frequency Tolerance range	+/- 5 Hz
Grid Voltage tolerance	-0.2 to 0.15
No-load losses	Less than 1% of rated power
Inverter efficiency(minimum)	>93% (In case of 10 kW or above with inbuilt galvanic isolation) >97% (In case of 10 kW or above without in- built galvanic isolation)
Inverter efficiency (minimum)	> 90% (In case of less than 10 kW)
THD	< 3%
PF	> 0.9

- a. Three phase PCU/ inverter shall be used with each power plant system (10 kW and/or above) but in case of less than 10 kW single phase inverter can be used.
- b. PCU/inverter shall be capable of complete automatic operation including wakeup, synchronization & shutdown.
- c. The output of power factor of PCU inverter is suitable for all voltage ranges or sink of reactive power, inverter should have internal protection arrangement against any sustainable fault in chargeder line and against the lightning on chargeder.

- d. Built-in meter and data logger to monitor plant performance through external computer shall be provided.
- e. Anti-islanding (Protection against Islanding of grid): The PCU shall have anti islanding protection in conformity to IEEE 1547/UL 1741/IEC 62116 or equivalent BIS standard.
- f. Successful Bidders shall be responsible for limiting dc injection into the grid and load as per CEA/State regulations.
- g. The PCU/ inverter generated harmonics, flicker, DC injection limits, Voltage Range, Frequency Range and Anti-Islanding measures at the point of connection to the utility services should follow the latest CEA (Technical Standards for Connectivity Distribution Generation Resources) Guidelines.
- h. The power conditioning units/inverters should comply with applicable IEC/ equivalent BIS standard for efficiency measurements and environmental tests as per standard codes IEC 61683/IS 61683 and IEC 60068-2 (1,2,14,30)/ Equivalent BIS Std.
- i. The MPPT units environmental testing should qualify IEC 60068-2 (1, 2, 14, 30)/ Equivalent BIS std. The junction boxes/ enclosures should be IP 65 (for outdoor)/ IP 54 (indoor) and as per IEC 529 specifications.
- j. The PCU/ inverters should be tested from the MNRE approved test centers/ NABL/ BIS/ IEC accredited testing- calibration laboratories. In case of imported power conditioning units, these should be approved by international test houses.

9. Integration of PV Power with grid:

The output power from SPV would be fed to the inverters which converts DC produced by SPV array to AC and charges it into the main electricity grid after synchronization. In case of grid failure, or low or high voltage, solar PV system shall be out of synchronization and shall be disconnected from the grid. Once the DG set comes into service, PV system shall again be synchronized with DG supply and load requirement would be met to the extent of availability of power. 4 pole isolation of inverter output with respect to the grid/ DG power connection need to be provided.

10. Transformer "If required" & metering:

- a. Dry/oil type relevant kVA, 11 kV/415 V, 50 Hz Step up along with all protections, switchgears, Vacuum circuit breakers, cables etc. along with required civil work, as per applicable IS or IEC standard.
- b. The bidirectional electronic energy meter (0.5 S class) shall be installed for the measurement of import/Export of energy.
- c. The bidder must take approval/NOC from the Concerned DISCOM for the connectivity, technical feasibility, and synchronization of SPV plant with distribution network and submit the same to DISCOM before commissioning of SPV plant.
- d. Reverse power relay shall be provided by bidder (if necessary), as per the local

DISCOM requirement.

- e. Grid isolator shall be provided by bidder (if necessary), as per the local DISCOM requirement.

11. Power consumption:

Regarding the generated power consumption, priority need to give for internal consumption first and thereafter any excess power can be exported to grid. Guidelines of appropriate authority like DISCOM, state regulator may be followed.

12. Protections:

The system should be provided with all necessary protections like earthing, Lightning, and grid islanding as follows:

12.1 Lightning Protection

The SPV power plants shall be provided with lightning & overvoltage protection. The main aim in this protection shall be to reduce the over voltage to a tolerable value before it reaches the PV or other sub system components. The source of over voltage can be lightning, atmosphere disturbances etc. The entire space occupying the SPV array shall be suitably protected against Lightning by deploying required number of Lightning Arrestors. Lightning protection should be provided as per NFC 17-102:201/IEC 62305 standard. The protection against induced high-voltages shall be provided by the use of SPD (type II) and suitable earthing such that induced transients find an alternate route to earth. The current carrying cable from lightning arrestor to the earth pit should have sufficient current carrying capacity according to IEC 62305. According to standard, the minimum requirement for a lightning protection system designed for class of LPS III is a 6 mm² copper/ 16 mm² aluminum or GI strip bearing size 25*3 mm thick). Separate pipe for running earth wires of Lightning Arrestor shall be used.

12.2 Surge protection

Internal surge protection shall consist of three SPD type-II, surge-arrestors connected from +ve and -ve terminals to earth (via Y arrangement).

12.3 Earthing protection

- a. Each array structure of the PV yard should be grounded/ earthed properly as per IS:3043-2018. In addition, the lightning arrester/masts should also be earthed inside the array field. Earth Resistance shall be tested in presence of the representative of MSEDCL as and when required after earthing by calibrated earth tester. PCU, ACDB and DCDB should also be earthed properly.
- b. Earth resistance shall not be more than 5 ohms. It shall be ensured that all the earthing points are bonded together to make them at the same potential.

- c. All metal casing/ shielding of the plant shall be thoroughly grounded in accordance with CEA Safety Regulation 2010. In addition, the lightning arrester/masts should also be earthed inside the array field.
- d. For 10 KW and above systems, separate three earth pits shall be provided for individual three earthings viz.: DC side earthing, AC side Earthing and Lightning arrester earthing.

13. Grid islanding:

- a. In the event of a power failure on the electric grid, it is required that any independent power-producing inverters attached to the grid turn off in a short period of time. This prevents the DC-to-AC inverters from continuing to charged power into small sections of the grid, known as “Islands.” Powered Islands present a risk to workers who may expect the area to be unpowered, and they may also damage grid-tied equipment. The Rooftop PV system shall be equipped with islanding protection. In addition to disconnection from the grid (due to islanding protection) disconnection due to under and over voltage conditions shall also be provided.
- b. A manual disconnect 4-pole isolation switch beside automatic disconnection to grid would have to be provided at utility end to isolate the grid connection by the utility personnel to carry out any maintenance. This switch shall be locked by the utility personnel.

14. Cables

Cables of appropriate size to be used in the system shall have the following characteristics:

- i. Shall meet IEC 60227/IS 694, IEC 60502/IS1554 standards
- ii. Temp. Range: -10°C to +80°C
- iii. Voltage rating 660 V/1000 V
- iv. Excellent resistance to heat, cold, water, oil, abrasion, UV radiation
- v. Flexible
- vi. Sizes of cables between array interconnections, array to junction boxes, junction boxes to Inverter etc. shall be so selected to keep the voltage drop (power loss) of the entire solar system to the minimum (2%)
- vii. For the DC cabling, XLPE or, XLPO insulated and sheathed, UV-stabilized single core multi-stranded flexible copper cables shall be used; Multi-core cables shall not be used.
- viii. For the AC cabling, PVC or, XLPE insulated and PVC sheathed single or, multicore multi-stranded flexible copper/Aluminum cables shall be used; Outdoor AC cables shall have a UV-stabilized outer sheath.
- ix. The cables (as per IS) should be insulated with a special grade PVC compound formulated for outdoor use. Outer sheath of cables shall be electron beam crosslinked XLPO type and black in color.

- x. The DC cables from the SPV module array shall run through a UV-stabilized PVC conduit pipe of adequate diameter with a minimum wall thickness of 1.5 mm.
- xi. Cables and wires used for the interconnection of solar PV modules shall be provided with solar PV connectors (MC4) and couplers
- xii. All cables and conduit pipes shall be clamped to the rooftop, walls and ceilings with thermo-plastic clamps at intervals not exceeding 50 cm; the minimum DC cable size shall be 4.0 mm² copper; the minimum AC cable size shall be 4.0 mm² copper. In three phase systems, the size of the neutral wire size shall be equal or half to the size of the phase wires.
- xiii. Cable Routing/ Marking: All cable/wires are to be routed in a GI cable tray and suitably tagged and marked with proper manner by good quality ferule or by other means so that the cable easily identified. In addition, cable drum no. / Batch no. to be embossed/ printed at every one meter.
- xiv. Cable Jacket should also be electron beam cross-linked XLPO, flame retardant, UV resistant and black in color.
- xv. All cables and connectors for use for installation of solar field must be of solar grade which can withstand harsh environment conditions including High temperatures, UV radiation, rain, humidity, dirt, salt, burial and attack by moss and microbes for 25 years and voltages as per latest IEC standards. DC cables used from solar modules to array junction box shall be solar grade copper (Cu) with XLPO insulation and rated for 1.1 kV as per relevant standards only.
- xvi. The ratings given are approximate. Bidder to indicate size and length as per system design requirement. All the cables required for the plant shall be provided by the bidder. Any change in cabling sizes if desired by the bidder shall be approved after citing appropriate reasons. All cable schedules/ layout drawings shall be approved prior to installation.
- xvii. Multi Strand, Annealed high conductivity copper conductor PVC type 'A' pressure extruded insulation or XLPE insulation. Overall PVC/XLPE insulation for UV protection Armoured cable for underground laying. All cable trays including covers to be provided. All cables conform to latest edition of IEC/ equivalent BIS Standards as specified below: BoS item/ component Standard Description Standard Number Cables General Test and Measuring Methods, PVC/XLPE insulated cables for working Voltage up to and including 1100 V, UV resistant for outdoor installation IS /IEC 69947.
- xviii. The total voltage drop on the cable segments from the solar PV modules to the solar grid inverter shall not exceed 2.0 %.
- xix. The total voltage drop on the cable segments from the solar grid inverter to the building distribution board shall not exceed 2.0 %

15. Connectivity

The maximum capacity for interconnection with the grid at a specific voltage level

shall be as specified in the Distribution Code/Supply Code of the State and amended from time to time. Following criteria have been suggested for selection of voltage level in the distribution system for ready reference of the solar suppliers.

Plant Capacity	Connecting voltage
Up to 10 kW	240 V-single phase or 415 V - three phases at the option of the consumer
Above 10 kW and up to 100 kW	415 V - three phases
Above 100 kW	At HT/EHT level (11 kV/33 kV/66 kV) as per DISCOM rules

- a. The maximum permissible capacity for rooftop shall as prescribed by the MERC's net-metering policy from time to time.
- b. Utilities may have voltage levels other than above, DISCOMS may be consulted before finalization of the voltage level and specification be made accordingly.
- c. For large PV system (Above 100 kW) for industrial installation having large load, the solar power can be generated at low voltage levels and stepped up to 11 kV level through the step-up transformer. The transformers and associated switchgear would require to be provided by the SPV bidders.

16. Danger boards and signages:

Danger boards should be provided as and where necessary as per IE Act. /IE rules as amended up to date. Three signage shall be provided one each at battery –cum control room, solar array area and main entry from administrative block.

17. Planning and designing:

The bidder should carry out Shadow Analysis at the site and accordingly design strings & arrays layout considering optimal usage of space, material and labour. Solar PV system on the rooftop for meeting the annual energy requirement The Solar PV system on the rooftop of the selected buildings will be installed for meeting up to 100% of the committed energy requirements depending upon the area of rooftop available and the remaining energy requirement of the office buildings will be met by drawing power from grid at industrial tariff of DISCOMs.

18. Safety measures:

The bidder shall take entire responsibility for electrical safety of the installation(s) including connectivity with the grid and follow all the safety rules & regulations applicable as per Electricity Act, 2003 and CEA guidelines etc.

19. Standards

Please refer to the table below for IEC standards to be mandatorily adhered.

Fuses	
IEC 60269-6	Low-voltage fuses - Part 6: Supplementary requirements for fuse links for the protection of solar photovoltaic energy systems
IS/IEC 60947 (Part 1, 2 & 3), EN 50521	General safety requirements for connectors, switches, circuit breakers (AC/DC): a) Low-voltage Switchgear and Control-gear, Part 1: General rules b) Low-Voltage Switchgear and Control-gear, Part 2: Circuit Breakers c) Low-voltage switchgear and Control-gear, Part 3: Switches, disconnectors, switch-disconnectors and fuse-combination units d) EN 50521: Connectors for photovoltaic systems – Safety requirements and tests
IEC 60269-6	Low-voltage fuses - Part 6: Supplementary requirements for fuse links for the protection of solar photovoltaic energy systems
Surge Arrestors	
BFC 17-102:2011	Lightening Protection Standard
IEC 60364-5-53/ IS 15086-5 (SPD)	Electrical installations of buildings - Part 5-53: Selection and erection of electrical equipment - Isolation, switching and control
IEC 61643-11:2011	Low-voltage surge protective devices - Part 11: Surge protective devices connected to low-voltage power systems - Requirements and test methods
Cables	
IEC 60227/IS 694, IEC 60502/IS 1554 (Part 1 & 2)/ IEC69947 (as applicable)	General test and measuring method for PVC (Polyvinyl chloride) insulated cables (for working voltages up to and including 1100 V, and UV resistant for outdoor installation)
BS EN 50618	Electric cables for photovoltaic systems (BT(DE/NOT)258), mainly for DC Cables
Earthing /Lightning	

IEC 62561 Series (Chemical earthing) (as applicable)	IEC 62561-1 Lightning protection system components (LPSC) - Part 1: Requirements for connection components IEC 62561-2 Lightning protection system components (LPSC) - Part 2: Requirements for conductors and earth electrodes IEC 62561-7 Lightning protection system components (LPSC) - Part 7: Requirements for earthing enhancing compounds
Junction Boxes	
IEC 60529	Junction boxes and solar panel terminal boxes shall be of the thermoplastic type with IP 65 protection for outdoor use, and IP 54 protection for indoor use
Energy Meter	
IS 16444 or as specified by the DISCOMs	A.C. Static direct connected watt-hour Smart Meter Class 1 and 2- Specification (with Import & Export/Net energy measurements)
Solar PV Roof Mounting Structure	
IS 2062/IS 4759	Material for the structure mounting