



Mahatma Phule Renewable Energy and Infrastructure Technology Limited

(Subsidiary of MPBCDC, a Government of Maharashtra undertaking)

CIN No. U40106MH2021SGC358784



Mahatma Phule Renewable Energy & Infrastructure Technology Limited, (MAHAPREIT) Invites Request for Proposal (RFP)

For

Discovery of Tariff & Selection of Solar Power Developers Through Tendering Process For Design, Engineering, Supply, Installation, Testing and Commissioning along with Comprehensive Operation & Maintenance 25 Years of Grid Connected Roof Top Solar PV Projects of aggregate capacity of approximately 2 MW (1 MW +1 MW) with at least 50% Battery Energy Storage System (BESS) having 2 Hours storage capacity, for sale of Solar Power under RESCO Model, at Valsad District Cooperative Milk Producers' Union Limited, Nagpur in the state of Maharashtra, India.

RFP No: MAHAPREIT/2MWRT/BESS/RESCO/AMUL/2026-27

Date: 21/08/2026

Issued by: - 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>

RFP No: **MAHAPREIT/2MWRT/BESS/RESCO/AMUL/2026-27** **Dated:** 21/08/2026

The Mahatma Phule Renewable Energy & Infrastructure Technology Limited, invites Bids from the Bidders to participate through this Request for Proposal (RFP) for Discovery of Tariff & Selection of Solar Power Developers for Design, Engineering, Supply, Installation, Testing and Commissioning along with Comprehensive Operation & Maintenance 25 Years of Grid Connected Roof Top Solar PV Projects of aggregate capacity of approximately 2 MW (1 MW +1 MW) with at least 50% Battery Energy Storage System (BESS) having 2 Hours storage capacity, for sale of Solar Power under RESCO Model, at Valsad District Cooperative Milk Producers' Union Limited, Nagpur in the state of Maharashtra, India.

For the implementation of above-mentioned work, the Bidders should submit their bid proposal along with non-refundable Tender Fee and all requisite documents complete in all respects on or before date 10/09/2026 up to 18:00 Hours in the office of MAHAPREIT in prescribed format. Bid proposals received without the prescribed Tender Fee and Bid Security shall be rejected. In the event of any date indicated above is a declared Holiday, the next working day with same time shall become operative for the respective purpose mentioned herein. Technical Bid will be opened on date 11/09/2026 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://mahatenders.gov.in> and <https://mahapreit.in> for online submission.

DISCLAIMER

1. Though adequate care has been taken while preparing this RFP document (inclusive of Formats and Annexures), the Bidders shall satisfy themselves that the document is complete in all respects. Intimation of any discrepancy shall be given to this office immediately. If no intimation is received from prospective Bidder at least ten (10) days prior to Bid Submission deadline, whichever is later it shall be considered that the RFP document is complete in all respects and has been received by the Bidder. Bidder shall be responsible to read all clauses in conjunction with PPA (Part of RFP, in the form of Annexure).
2. MAHAPREIT reserves the right to modify, amend or supplement RFP documents including all formats and annexures at any time before Bid Submission deadline. Interested Bidders are advised to follow and keep track of MAHAPREIT's website for updated information. MAHAPREIT is not obligated to send/ communicate separate notifications for such notices/ amendments/ clarification etc. in the print media or individually. MAHAPREIT shall not be responsible and accountable for any consequences to any party.
3. While this RFP has been prepared in good faith, neither MAHAPREIT nor their employees or advisors make any representation or warranty, expressed or implied, or accept any responsibility or liability, whatsoever, in respect of any statement or omissions herein, or the accuracy, completeness or reliability of information and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP, even if any loss or damage is caused by any act or omission on their part.
4. The capitalized term or any other terms used in this RFP, unless as defined in RFP or repugnant to the context, shall have the same meaning as assigned to them by the Electricity Act, 2003 or Company Act, 1956/2013 or Indian Partnership Act, 1932 or Limited Liability Partnership Act, 2008 or Income Tax Act, 1961 and the rules or regulations framed under these Acts.
5. MAHAPREIT reserves the right to accept or reject any or all bids at their sole discretion without assigning any reason.

BID INFORMATION SHEET

Document Description	Request for Proposal (RFP) for Discovery of Tariff and Selection of Solar Power Developers for Implementation of Grid-Connected Rooftop Solar PV Projects of Aggregate Capacity up to approximately 2 MW, along with a minimum 50% Battery Energy Storage System (BESS) having 2 Hours storage capacity, for Sale of Solar Power under the RESCO Model at Valsad District Cooperative Milk Producers' Union Limited, Nagpur in the State of Maharashtra.
RFP No. & Date	MAHAPREIT/2MWRT/BESS/RESCO/AMUL/2026-27 Dated: 21/08/2026
RFP Purchase Start Date	21/08/2026 at 18:00 Hours
Broad Scope	Design, Engineering, Supply, Installation, Testing and Commissioning along with Comprehensive Operation & Maintenance 25 Years of Grid Connected Roof Top Solar PV Projects of aggregate capacity of approximately 2 MW (1 MW +1 MW) with at least 50% Battery Energy Storage System (BESS) having 2 Hours storage capacity, for sale of Solar Power under RESCO Model, at Valsad District Cooperative Milk Producers' Union Limited, Nagpur in the state of Maharashtra, India.
Pre-bid Meeting	The pre-bid meeting shall be held on date 01/09/2026 at 15:00 hours. The Bidders shall nominate a maximum of 2 representatives and share the following participation details by 18:00 hours of date 27/08/2026 and It is mandatory for all prospective bidders to visit the site prior to the Pre-Bid meeting cgm.sep@mahapreit.in and cgm.it@mahapreit.in • Name of the Bidder • Name, Email, Contact No. of the Participant(s) Pre-bid meeting shall be hosted ONLINE by MAHAPREIT office, Mumbai.
Last date & Time of Bid Submission	10/09/2026 at 18:00 Hours
Bid Opening (Technical)	11/09/2026 at 15:00 Hours
Bid Opening (Financial)	Will be intimated later through e-procurement portal and MAHAPREIT website.

Tender Fee (non-refundable)	INR 10,000 (Ten Thousand only) + 18% GST. Bidders can pay for the cost of documents in the form of electronic transfer/NEFT payments in the following account details of MAHAPREIT: The Bidder shall be required to forward the copy of electronic fund transfer receipt from their registered E- mail ID to MAHAPREIT Email ID: cgm.sep@mahapreit.in and/or cfo@mahapreit.in cgm.it@mahapreit.in requesting for access of download of the bidding documents in the working day. Bid without cost of bid document shall not be considered for the bidding and such bids shall not be opened by MAHAPREIT.
Bid Security (EMD)	Interested Bidder shall furnish Bid Security/EMD amount of INR 2,50,000 per MW for Project 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 Bid Security/EMD required for each Project categories in which Bidder is participating. The Bid Security/EMD as defined under clause 4.13 "Project category wise Bid Security/EMD to be submitted by the Bidder(s)" of RFP document, shall be paid online at https://mahatenders.gov.in websites.
Bid Guarantee Fee (BGF)	BGF – INR 150,000/- per MW (for each Project category for which Bidder is placing Bid shall be paid by bidder in form of BG (FORMAT 4) in case Bid security/EMD is not paid for bidder for any reason as may be allowed under prevailing law or regulation for time being in force to ensure sincerity of bidder to bid the tender which shall be adjusted against PG in case of successful bidder and shall be dealt in accordance with tender terms and conditions for post LOA and in case of unsuccessful bidders ,the bid guarantee fee shall be refundable and shall be dealt as per tender terms.

	b. FDR/BG in favor of MAHAPREIT, Mumbai through A/C of bidder or bank guarantee as per prescribed FORMAT 4. However, these options shall be utilized only when Bidder faces problem with online portal. No exemption towards Bid Security is allowed to any type of organizations/ agencies including MSMEs or any Govt./ semi-Govt./ PSUs
Bank Guarantee ("BG")	Successful Bidder shall be required to furnish a Bank Guarantee ("BG") as per the provisions of the RFP.
Update on this RFP	Bidders are advised to keep track of the changes/updates/corrigendum regarding this RFP on https://mahapreit.in
Currency of Bids	Indian Rupees (INR)
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

B. DEFINITIONS & ABBREVIATIONS

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

1. **“Affiliate”** shall mean a Company / Limited Liability Partnership (LLP) Firm/ Partnership Firm/ Sole Proprietor that directly or indirectly.
 - a. controls, or
 - b. is controlled by, or
 - c. is under common control with
2. **“Administrative Charges”** shall mean payment towards administrative overheads, liaising with other state authorities, visits to the site for plant inspection and commissioning purposes to the MAHAPREIT. It shall be equal to 5% of the Project Cost along with the applicable taxes for the PPA capacity;
3. **“Benchmark Cost”** shall mean the benchmark costs as declared by MNRE for FY 2021- 22 vide their Office Memorandum No. 32/24/2020-SPV Division, dated 27th October 2021, attached as ANNEXURE – IV: MNRE Benchmark Costs for FY 2021-22.
4. **“B.I.S.”** shall mean specifications of Bureau of Indian Standards (BIS);
5. **“Bid”** shall mean the Technical and Financial Proposal submitted by the Bidder along with all documents/credentials/attachments / annexure etc., in response to this RFP, in accordance with the terms and conditions hereof;
6. **“Bidder(s)”** shall mean bidding Company/Limited Liability Partnership (LLP) firm/ Partnership Firm/ Sole Proprietor in any form submitting the Bid. Any reference to the Bidder includes its successors, executors and permitted assigns as the context may require;
7. **“Bid Deadline”** shall mean the last date and time for submission of Bid in 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 4.13 of this R;
9. **“Bid Validity Period”** shall mean the period starting from the bid submission date till the six (6) months from the opening of Financial Bid;
10. **“CEA”** shall mean Central Electricity Authority;
11. **“CERC”** shall mean Central Electricity Regulatory Commission;
12. **“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;
13. **“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;
14. "Commissioning" shall mean demonstration of successful operation of the Grid Connected Project or part thereof, in accordance with prevailing regulations and as per SCHEDULE-I Scope of Work of PPA, by the Solar Power Developer.
 15. "Commercial Operation Date" or "COD" shall 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;
 16. "Company" shall mean a body incorporated in India under the Companies Act, 1956 or Companies Act, 2013 including any amendment thereto;
 17. "Comprehensive O&M" shall mean all activities necessary for the safe, reliable, and efficient operation of the Projects, including insurance, managing and enforcing original equipment warranties, procurement and inventory management of spare parts, day-to-day operation & routine maintenance, major corrective maintenance, performance monitoring, and site security/environmental compliance during the term of the PPA.
 18. "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;
 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;
 20. "Effective Date" shall mean the date on which all the condition precedents under the PPA shall be accomplished by the RESCO and Procurer;
 21. "Eligibility Criteria" shall mean the Eligibility Criteria as set forth in this RFP;
 22. "Eligible Bidder(s)" shall mean a Bidder who is qualified as per the eligibility requirement pursuant to this RFP;
 23. "Execution Date" shall mean date of signing of a Power Purchase Agreement between Solar Power Developer and the Procurer;
 24. "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;
 25. "Financial Bid" shall mean online financial Bid, containing the Bidder's quoted First Year Tariff as per format given in the RFP;
 26. "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;
 27. "Government Authority" means one or more of the Government of India

(GoI), the Government of Maharashtra (GoM), 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 GoM 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 of rights of the Parties in accordance with the terms of this Agreement;

28. Company Limited and its Distribution companies individually or jointly both;
29. "MNRE" shall mean Ministry of New and Renewable Energy, Government of India;
30. "Month(s)" shall mean a calendar month as per the Gregorian calendar;
31. "MW" shall mean Mega Watt;
32. "MWp" shall mean Mega Watt Peak;
33. "Operational Year(s)" the First Operational Year and thereafter each period of 12 (twelve) Months till the Expiry Date of PPA;
34. "Paid-up Share Capital" means the paid-up share capital as defined in Section 2 of the Company Act, 2013;
35. "Payment Security Mechanism" shall have the same meaning as defined in the PPA
36. "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;
37. "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.
38. "PPA Capacity" shall mean the capacity as confirmed by the Successful Bidder², after actual survey pursuant to LOA and mentioned in the PPA for the implementation of Projects for sale of solar power to the Procurer;
39. "Premises³" 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;
40. "Procurer(s)" shall mean the person or company or organization procuring solar power from the RESCO at competitively determined tariff under this RFP and in this RFP, it will be Amul Dairy Plant Nagpur in the State of Maharashtra.
41. "Project(s)" shall mean the Grid Connected Rooftop Solar PV Project(s);
42. "Project Capacity" means the capacity of the Projects mentioned in the PPA;
43. "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);

44. "Project Company" shall mean Company incorporated by the Bidder as per Indian Laws in accordance with Clause 4.5;
45. "Prudent Utility Practices" shall mean the practices, methods and standards that are generally accepted nationally from time to time by electric utilities for the purpose of ensuring the safe, efficient and economic design, construction, commissioning, operation and maintenance of power generation equipment of the type specified in this RFP, as per requirements of Indian Law;
46. "Rate Validity Period" shall mean the period for a particular Project starting from the date of issuance of LOA for that Project 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.
47. "RESCO" 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;
48. "RESCO Model" shall mean where the Bidders intend to use a Premise owned/used by the Procurer and enters into the PPA with the Procurer for supply of solar power, where the ownership of the solar power project assets (including all equipment and infrastructure) remains entirely with the Bidder (the RESCO) throughout the term of the PPA.

49. "RFP" shall mean Request for Proposal (RFP)/ Bid document/ Tender document and shall include formats and annexures in it;
50. "Scheduled Commercial Operation Date" or "SCOD" shall mean twelve (12) Months from the Effective Date as defined in the PPA;
51. **"Site Visit"** shall mean the visit conducted by the bidder in the process of submission of bid requisite assess its condition, suitability, compliance, understanding on the ground requirement and for report preparation.
52. "Site Visit" shall mean the visit conducted by the bidder as per clause no. 4.35, in the process of submission of bid and require report prepared as per Annexure III.
53. "Statutory Auditor" shall mean the independent auditor of a Company or firm, appointed under the provisions of the Companies Act, 1956 or Companies Act, 2013 or under the provisions of any other applicable governing law;
54. "Successful Bidder(s)" shall mean the Eligible Bidder(s) who quoted the RA L1 Tariff for Project pursuant to this RFP for implementation of Project 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 by MAHAPREIT;
55. "Term of PPA" shall mean the period from the Execution Date until the Expiry Date;
56. "Year" shall mean 365 Days or 366 Days in case of leap year when February is of 29 Days;

C. INTERPRETATIONS

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

SECTION-I: INTRODUCTION

1. INTRODUCTION:

- 1.1.** Request for Proposal for Discovery of Tariff & Selection of RESCO for Implementation of approximately 2 MW (1MW + 1MW each) of Grid Connected Roof Top Solar PV Systems, for Sale of Solar Power under RESCO Model, at VALSAD DISTRICT COOPERATIVE MILK PRODUCERS' UNION LIMITED, Nagpur in the state of Maharashtra, India, in accordance with MNRE/ MERC/ concerned distribution licensee norms.
- 1.2.** The Bidder(s) are advised to read carefully all instructions and conditions of this RFP and understand the scope of work completely. All information and documents required as per the RFP must be furnished with the bid. MAHAPREIT reserves the right to seek clarifications on submitted bids. Failure to provide the information and/or documents as required shall render the Bid(s) unacceptable for further evaluation and may lead to rejection of the bid(s). All the responsive bidders meeting the eligibility criteria shall be treated at par. Financial Bid of only the Eligible Bidder(s) shall be opened.
- 1.3.** Bidder shall be deemed to have examined the RFP, to have obtained information in all matters whatsoever that might affect carrying out of works in line with the scope of work specified in the RFP at the Bid price and to have satisfied himself of the sufficiency of his Bid Including conditions at the Premises. 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.

SECTION-II: BID DETAILS

2. BID DETAILS:

- 2.1. The bidding process is for Implementation of approximate 2 MW capacity of Grid Connected Roof Top Solar PV Systems, for Sale of Solar Power under RESCO Model, at Amul Dairy Plant, Nagpur in the state of Maharashtra, India.
- 2.2. 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 three (03) decimal places.
- 2.3. Bidder should ensure compliance to the Ministry of New and Renewable Energy's ALMM guidelines, as amended from time to time, and provide an undertaking for the same as per FORMAT 16: UNDERTAKING for ALMM GUIDELINES

2.4. Key Dates:

S. No.	Tender Stage	Date	Time (Hrs.)
1.	Date of issue of RFP	21/08/2026	18:00
2.	Purchase of RFP Start Date	21/08/2026	18:00
3.	Pre-Bid Meeting	01/09/2026	15:00
4.	Purchase of RFP end date	10/09/2026	18:00
5.	Online Bid Submission End Date	10/09/2026	18:00
6.	Mandatory Submission of original Hard Copy of Bid Security, if submitted in the form of Demand Draft/FDR/Bank Guarantee only.	10/09/2026	17:00
7.	Technical Bid Opening Date	11/09/2026	15:00
8.	Financial Bid Opening Date (L1 Rate)	To be intimated later	

SECTION-III: INSTRUCTIONS TO THE BIDDER

3.0 INFORMATION AND INSTRUCTIONS TO APPLICANT BIDDERS:

3.0.1 The Online RFP is invited by MAHAPREIT for the Discovery of Tariff and Selection of Solar Power Developer through a Tendering Process for the Design, Engineering, Supply, Installation, Testing and Commissioning (SITC), along with Comprehensive Operation and Maintenance (O&M) for a period of 25 years, of Grid-Connected Rooftop Solar PV Projects having an aggregate capacity of approximately 2 MW (1 MW + 1 MW), integrated with a Battery Energy Storage System (BESS) of at least 50% of the installed solar capacity with 2-hour storage capacity, for the sale of solar power under the RESCO Model at Valsad District Cooperative Milk Producers' Union Limited, Nagpur, Maharashtra, India.

The RFP/Bid Document contains the qualifying requirements, scope of work, EMD requirements, technical and commercial terms and conditions, bid evaluation criteria, and other applicable provisions for participation in the tender.

3.0.2 The Applicant should download Main e-RFP Document from the website

<https://mahatenders.gov.in>

3.0.3 The Online forms of master filter should be filled in completely and all questions should be answered. All information requested for in the enclosed forms should be furnished against the respective columns in the form. If any query is not relevant, it should be stated as "Not Applicable" Only 'dash' reply will be treated as incomplete information. All applicants are cautioned that incomplete information in the application or any change(s) made in the prescribed forms will render application to be treated as non- responsive.

3.0.4 The Main e-RFP Document shall be typed on applicant's letterhead and uploaded the scanned copy.

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

3.0.6 All the information must be filled in English language only.

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

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

3.0.9 The Main e-RFP Document in prescribed forms as required in this booklet duly completed and signed should be uploaded on web site along with all relevant documents. The documents submitted in connection with the pre-qualification shall be treated as

confidential and will not be returned.

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

3.0.11 Instructions to the Bidders:

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

3.1 METHOD OF APPLYING.

If the application is made by bidder organizations, it shall be digitally signed by Authorized representatives giving their full typed written names and current addresses holding valid power of attorney on behalf of the firm by signing the application, in which case a certified copy of the power of attorney shall accompany the application. A certified copy of the partnership deed, current address of all the partners of the firm shall also accompany the application.

3.2 REVISION OR AMENDMENT OF RFP DOCUMENTS:

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

3.3 EARNEST MONEY:

All Bidders shall pay entire E.M.D. and payment shall be made through the e-payment gateway/uploading payment receipts.

3.4 REFUND/CONVERSION OF EARNEST MONEY

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

3.5 MANNER OF SUBMISSION OF RFP AND ITS ACCOMPANIMENTS:

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

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

3.6 CONFLICT OF INTEREST

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

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

- 3.7.1 Scanned copy of Income Tax Return for the last 3 financial years.
- 3.7.2 Scanned copy of Registration or Article of Association and Memorandum of Association of Firm/Organization.
- 3.7.3 Scanned copy of Power of Attorney authorizing representative to act on behalf of the firm/Organization.
- 3.7.4 All documents required to be submitted shall be sealed and self- attested and if required, original copies shall be made available for verification in due course.
- 3.7.5 Undertaking duly signed on letterhead of the firm and scanned copy in ANNEXURE.
- 3.7.6 Scanned self-attested copies of all the work orders if any issued for similar work by the Government of Maharashtra Public Sector Undertakings or Government Organizations/ Companies of the Government of Maharashtra or as per Qualification requirement.
- 3.7.7 Scanned Copy of duly signed RFP offer indicated both in figures and words, to be submitted separately as a Price Bid (online).
- 3.7.8 Signed and scanned copy of all pages of RFP bid documents.
- 3.7.9 The Main RFP forms are available on the e-Tendering website of Govt. of <https://mahatenders.gov.in/> The aspiring Bidders will have to download Main RFP Booklet from the website mentioned above. While submitting the dully filled Main RFP Documents the Bidders are required to Deposit e-RFP Fee Rs. 10,000/- (Rs. Ten Thousand only + 18% GST) through "E- Payment Gateway" and E.M.D. Rs. 3,00,000/- (Rs. 3 lakhs only) payable through "E- Payment Gateway" available on the above-mentioned website. Bid processing fee in Bank of Maharashtra account.
- 3.7.10 Scanned copies of ANNEXURES (Duly Signed and Affixed with Firm Seal).
- 3.7.11 Relevant Supporting documents issued by the Competent Authority must be uploaded for all information given the in prescribed proforma.

3.8 CLARIFICATIONS:

The clarification(s), if any, may kindly be sought separately from either the Chief General Manager (SEP) or the Chief General Manager (IT), MAHAPREIT, Mumbai, at the following email addresses: cgm.sep@mahapreit.in cgm.it@mahapreit.in

3.9 INSTRUCTIONS TO BE CONSIDERD WHILE QUOTING e-RFP OFFER

3.9.1 The Bidder should submit the offer with respect to Qualifying Requirement as mentioned in bid documents. After selection of bidder for Selection of successful bidder, Agreement will be signed with the successful Bidder. A common set of conditions issued/ additional stipulations made by the MAHAPREIT which will be available at the e-tendering portal from time to time.

3.9.2 GOODS AND SERVICE TAX:

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

3.9.3 CONDITIONAL OFFER:

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

3.9.4 VALIDITY FOR 120 DAYS:

The offer shall remain valid for a period of 120 (One Hundred Twenty) days from the Date of the opening price quotes unless extended and there after until it is withdrawn by notice in writing by the Bidder. If the acceptance offer is not communicated within 120 days and if the offer is withdrawn by the contractor earnest money shall be refunded in full.

3.10 OPENING OF RFP AND EVALUATION

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

3.10.1 The Competent Authority will open all the Bids received (except those received late), including modifications made pursuant to Para 3. (REVISION OR AMENDMENT OF RFP DOCUMENTS) & 13 (Clarification of Bids) in the presence of the Bidders or their representatives who choose to attend the opening as per the scheduled for Technical Bid and the specified place at MAHAPREIT, MUMBAI.

3.10.2 In the event of the specified Date of Bid opening being declared a holiday for the Competent Authority, the Bids will be opened at the appointed time and transaction on the next working day.

3.10.3 The Bidders' names, the Bid Amount, the total amount of each Bid and of any

alternative Bid (if alternatives have been requested or permitted), Bid modifications and withdrawals, and such other details as the Competent Authority may consider appropriate, will be announced by the Competent Authority at the opening.

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

3.11 Process to Be Confidential

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

3.12 Clarification of Bids:

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

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

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

3.13 ACCEPTANCE OF OFFER:

After the Selection of successful bidder work will be assigned as per the price quote evaluations, before acceptance, the successful Bidder will be called for Justification/negotiation by appropriate officers of MAHAPREIT. After such negotiations, the acceptance of an offer may be intimated to the successful bidder by email. Such intimation shall be deemed to be an intimation of acceptance of offer. Bidder whose offer is accepted will have to complete the acceptance of work order etc., formalities within 15 days from the Date of intimation. In the event of failure of the Bidder to sign the agreement within the stipulated time, the security money, paid by Bidder shall be liable to be forfeited. The acceptance of the offer shall also be liable to be considered as withdrawn. In that event, the work will be awarded to the next or any other bidder to whom the MAHAPREIT considers suitable. RFP Acceptance Authority reserves the right to reject any or all offers in full or part without assigning any reasons.

3.14 SIGNING OF AGREEMENT:

Successful Bidder will have to sign the Agreement with MAHAPREIT. The documents

/information submitted by the contractor during Offer Evaluation related to negotiations shall also form a part of Agreement for Work order.

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

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

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

3.15.2 Successful Bidder fails to sign the Contract/Empanel Agreement in PRESCRIBED PROFORMA.

3.15.3 Submitting wrong information/documents.

3.15.4 MAHAPREIT reserve the rights regarding EMD Refund and Forfeiture of EMD.

3.16 OTHER GENERAL INSTRUCTIONS:

3.16.1 Completed documents can be submitted on the on the following Web address:

<https://mahatenders.gov.in>

3.16.2 Incomplete Schedules/Forms and without necessary details and enclosures are liable to be rejected.

3.16.3 The language for submission of document shall be English.

3.16.4 The enclosed Annexure shall be filled in completely and wherever not applicable it should be written as Not Applicable.

3.16.5 The person signing the document submission on behalf of the Applicant shall enclose Power of Attorney duly authorized and notarized for the same.

3.16.6 Financial data should be given in Indian Rupees only.

3.16.7 In case the Applicant intends to give additional information for which specified space in the given format is not sufficient; it can be furnished in an enclosed sheet.

3.16.8 All the pages of this document and Annexure should be signed and corrections should be counter-signed by the authorized signatory. No over writing is permitted.

3.16.9 MAHAPREIT reserves the right to cross-check and confirm the information details furnished by the applicants in the document by making suitable communication with the concern authorities.

3.16.10 MAHAPREIT reserves the right to annul the Tender Document process, or to accept or reject any or all the proposals in whole or part at any time without assigning any reasons and without incurring any liability to the affected Bidder(s) or any obligation to inform the affected Bidder(s) of the grounds for such decision.

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

3.17 PENALTY CLAUSE:

If the contractual services are not completed and compliance report is not submitted on or before every month from the Date of work order, then fine up to maximum 10% of the contract value shall be deducted from the fees payable against the bill.

Further an amount maximum up to 10% of the contract/work order value shall be considered as maximum penalty for breach of Agreement conditions or unsatisfactory performance and/ or delay in adhering to the prescribed timelines to achieve the milestones prescribed for completion of Scope of Work.

3.18 FINAL DECISION-MAKING AUTHORITY:

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

3.19 AMENDMENT OF TENDER DOCUMENTS:

3.19.1 At any time prior to the deadline for submission of tenders, MAHAPREIT for any reason whether at their own initiative or in response to a clarification required by any prospective Bidders may modify the Tender Documents.

3.19.2 The amendment shall be part of the Tender Documents and will be notified by publication in the MAHAPREIT and will be binding on the prospective Bidders.

3.19.3 All the intending Bidders are advised to keep close watch on the website of MAHAPREIT in their own interest.

3.20 GENERAL TERM AND TERMINATION

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

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

3.21 FORCE MAJEURE

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

Party.

3. ELIGIBILITY CRITERIA

3.1. GENERAL

The Bidder should be a body corporate incorporated in India under the Companies Act, 1956 or 2013 including any amendment thereto or a Partnership Firm having executed partnership deed and registered as per sections 58 & 59 of the Partnership Act, 1932, as amended or a Limited Liability Partnership Firm (LLP) registered under section 12 of Limited Liability Partnership Act, 2008, as amended or registered Sole Proprietor. A copy of certificate of incorporation, partnership deed or LLP/ Sole Proprietor registration, as applicable and relevant, shall be enclosed with FORMAT 2.

3.2. TECHNICAL ELIGIBILITY CRITERIA

The Bidder must have experience in Design, Supply, Installation & Commissioning of Grid Connected Solar PV Power Plant of Single Plant Capacity of 1 MW. The Solar PV Power Plants and Solar Systems must be commissioned and should be operating satisfactorily.

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

4.3 FINANCIAL ELIGIBILITY CRITERIA:

The Bidder should have either minimum Net Worth of INR twenty-five (25) lakhs or Turnover of INR One (1) Crore for Project.

The Computation of Net Worth shall be based on unconsolidated audited annual accounts of either for FY 2023-24, FY 2024-25 or FY 2025-26, whichever is latest. The formula of calculation of net-worth & turnover shall be as per Companies Act 2013.

Whereas bidders using turnover criteria should have minimum average turnover of INR One (1) Crore per MW of Grid connected rooftop Solar PV Project during the last three (3) years ending either March 2022 or March 2023.

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)

Note:

- i. "All requisite documents, such as Balance Sheet, P&L Account, Schedules etc., for the immediately preceding three (3) completed financial years, duly certified by a Chartered Accountant (CA) and the Bidder, shall require to be submitted in support of the Bidder claim for meeting the Financial Eligibility Criteria."
- ii. It is essential to submit Financial Eligibility Criteria requirement and undertaking form as attached in FORMAT 8 and FORMAT 10 of this RFP document.
- a) For the purposes of meeting financial requirements, only latest unconsolidated audited annual accounts shall be used. However, audited consolidated annual accounts of the Bidder may be used for the purpose of Financial Eligibility requirements provided the Bidder has at least twenty six percent (26%) equity and control in each company whose accounts are merged in the audited consolidated accounts.
- b) Bidder shall furnish documentary evidence as per the FORMAT 9, duly certified by Authorized Signatory and the Statutory Auditor / Practicing Chartered Accountant of the Bidder in support of their financial capability.
- c) Bidder can use its own financial strength or of its Affiliate to fulfill the Financial Eligibility Criteria mentioned in RFP.
- d) 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.

4.4 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 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 an envelope. However, this checklist is indicative, and Bidder shall be responsible for meeting all information requirements as per provisions of this RFP.

4.5 INCORPORATION OF A PROJECT COMPANY:

- a. In case a Bidder is selected as a Successful Bidder, it can choose to **incorporate a Project Company**.
- b. The aggregate equity shareholding of the Successful Bidder in the issued and paid-up share capital, and the voting rights and control of the Project Company shall not be less

than fifty one percent (51%) up to completion of First Operational Year.

- c. The Affiliate of a Successful Bidder whose financial credentials have been relied upon by the Successful Bidder to demonstrate Financial Eligibility, is also permitted to execute the PPA by itself, as the case may be. In such cases, all the obligations and liabilities of the Successful Bidder as set out in the Bid Documents shall apply to the Affiliate, and the Original Successful Bidder shall be held jointly and severally liable for all obligations under the PPA and Bid Documents.
- d. In the event that the Successful Bidder, which is a **single Entity**, chooses not to incorporate any Project Company, then the shareholders of the Successful Bidder, as on the date of submission of the Bid, shall not decrease their ownership below 51% until the expiry of a First **Operational Year**. If the successful bidder forms a Project **Company (SPV)**, the shareholders of the Successful Bidder, as on the date of submission of the Bid from the date of incorporation, shall continue to hold up to 51% of the total ownership of the Project Company (SPV), from the date of incorporation of SPV until the completion of First Operational Year.
- e. Any change in ownership and liabilities after First Operational Year shall be permissible, however RESCO should inform MAHAPREIT in writing within 30 Days of change in ownership.

4.6 BID SUBMISSION BY THE BIDDER:

- a. The information and/or documents shall be submitted by the Bidder as per the formats specified in this document.
- b. Bid(s) that are incomplete in any respect or those that are not consistent with the requirements as specified in this RFP or those that do not adhere to formats prescribed herein, wherever specified, may be considered non- responsive. However, MAHAPREIT reserves the right to seek additional information/clarifications from the Bidders, if found necessary, during the course of evaluation / processing of the Bid(s). Non-submission or delayed submission of such additional information or clarifications sought by MAHAPREIT within the timeline provided by the MAHAPREIT may be a ground for rejecting the Bid(s).
- c. Each format has to be duly signed and stamped by the authorized signatory of the Bidder.
- d. The Bidder shall furnish documentary evidence in support of meeting eligibility criteria as indicated in this RFP to the satisfaction of MAHAPREIT and shall also furnish unconsolidated/ consolidated audited annual accounts in support of meeting financial requirement, which shall consist of unabridged annual accounts, profit and loss account, profit appropriation account, auditor's report, etc., as the case may be.

- e. The bidding Company should designate authorized 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 Rs.100 of the state where the document is made) in original as per FORMAT 7, authorizing the signatory of the Bid.

4.7 CLARIFICATIONS AND PRE-BID MEETING:

- a) The Bidder may seek clarifications or provide comments on RFP in writing, through a letter at MAHAPREIT's given address on or before the date and time mentioned in Key Dates as per RFP.
- b) The Bidder(s) or their authorized representative(s) is /are invited to attend pre- bid meeting(s), which will take place on date(s) as specified in Bid information Sheet, or any such other date as notified by MAHAPREIT.
- c) The purpose of the pre-bid meeting will be to clarify any issues regarding the RFP including in particular, issues raised in writing and submitted by the Bidder
- d) MAHAPREIT is not under any obligation to entertain/ respond to suggestions made or to incorporate modifications sought for.

4.8 BID DOCUMENTS:

Except as required in this RFP, all necessary and relevant documents as a part of Technical Bid and Financial Bid are to be submitted only ONLINE. No Financial Bid related document shall be submitted offline/ hard copy. None of the documents/ papers as a part of Technical Bid shall be submitted offline/ hard copies except as provided in this RFP. The Bidder should submit the **online** Bid on or before the time schedule mentioned in Bid Information Sheet. Bid documents shall comprise of following:

- Covering Letter as per prescribed FORMAT 1
- Tender Fee Transaction statement
- Proof of Bid Security of required value as mentioned in Clause 4.14 or FORMAT 4, if applicable;
- General particulars of the Bidder as per FORMAT 2 of this RFP, including Certificate of Incorporation of Bidder/ Affiliate as applicable.
- Bidder's composition and ownership structure as per prescribed FORMAT 3 as shareholding certificate for a Company/Partner contribution for an LLP certified by

Director/practicing

Chartered Accountant/Company Secretary and authorized signatory of the Bidder (as applicable).

- Original power of attorney (To be stamped on non – judicial stamp paper of **Rs.100** of the state where the document is made, as per FORMAT 7) issued by the Bidder in favor of the authorized person signing the Bid, in the form prescribed in this RFP (Power of Attorney must be supplemented by Board Resolution to above effect for the company incorporated under Company Act 1956 or Company Act2013).
- FORMAT 8 for meeting Financial Eligibility Requirements along with all supporting documents.
- FORMAT 9, if applicable, supported by Board Resolution of the Affiliate.
- FORMAT 14: DECLARATION
- FORMAT 15: UNDERTAKING
- Signed and stamped Copy of the finalized RFP and all the amendments, addendum & clarifications are NOT required to be submitted (not to be submitted offline).

4.9 METHOD OF BID SUBMISSION

- a) 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:

-

- (i) Covering Letter as per prescribed FORMAT 1
 - (ii) Bid Security of required value as mentioned in Clause 4.14, and FORMAT 4, if applicable;
 - (iii) Original power of attorney (To be stamped on non – judicial stamp paper of **Rs. 100.00** of the state where the document is made, as per FORMAT 7) issued by the Bidder in favour of the authorized person signing the Bid, in the form prescribed in this RFP (Power of Attorney must be supplemented by Board Resolution to above effect for the company incorporated under Company Act 1956 or Company Act2013)
 - (iv) Such other minimum documents/ certificates in original/ copy as MAHAPREIT may reasonably prescribe.
- b) Financial Bid shall be submitted only through online mode with due encryption (Confidential data Security).

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. It is clarified that the same authorized signatory shall sign all pages of the Bid. Further, any published document submitted with the Bid shall be signed by the authorized signatory. Bidder shall submit the original/ copies of Bid documents, as applicable, duly signed by their authorized signatory of the Bidder.

4.10 BID DEADLINE:

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

4.11 BID VALIDITY PERIOD:

The Bid shall remain valid for a period of six (6) Months from the date of opening of Financial Bid. In case, Successful Bidder is revoking or cancelling his offer or varying any term & conditions in regard thereof or not accepting Letter of Award ("LOA") within 15 days of issuance of LOA

, MAHAPREIT shall take actions against the Bidder as per relevant clause of the RFP and as deemed necessary. The date of issuance of LOA shall be intimated by the MAHAPREIT to the Successful Bidder. In exceptional circumstances if LOA is not issued to the Successful Bidder(s) during the Bid Validity Period, the MAHAPREIT may solicit the Bidder's consent to extend the Bid Validity Period. In such circumstances, the Bid Security provided shall also be suitably extended by the Successful Bidder.

In the event that the L1 bidder, after issuance of the Letter of Award (LOA), fails or is unable to execute the work in accordance with the LOA, MAHAPREIT reserves the right to forfeit the Earnest Money Deposit (EMD) of the L1 bidder and to offer the work to the L2 bidder at the price quoted by the L1 bidder, subject to price matching.

4.12 COST OF BIDDING:

The Bidder shall bear all the costs associated with the preparation and submission of Bid,

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

4.13 BID SECURITY:

Interested Bidder shall furnish Bid Security of required amount for Project for which Bidder is placing Bid.

Alternatively, for convenience of Bidders and avoid any exigency for Bidders, required Bid Security may be submitted to MAHAPREIT account only through A/C of bidder or bank. guarantee as per prescribed

FORMAT 4: FORMAT FOR BID SECURITY

Details of bank account of MAHAPREIT is as below:

	Name of Bank	State Bank of India
0 1	Account Holder	Mahatma Phule Renewable Energy and Infrastructure Technology Limited.
0 2	Account Number	42806014198
0 3	IFSC Code	SBIN0009995
0 4	Branch	Neville House, J.N. Heredia Marg, Ballard Estate Mumbai, Maharashtra - 400001

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

Bid Security shall be returned to all other Bidders except Successful Bidder, within fifteen (15) Days from date of submission of first Performance Bank Guarantee (PBG) by the Successful Bidders or within three (3) Months of opening of Financial Bid result, whichever is earlier.

The Bid Security shall be denominated in Indian Rupees and:

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

Bidders.

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

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

4.13.1 Bid Security shall be furnished by every Bidder including MSMEs or any Govt./ semi-Govt./ PSU organizations/ agencies. The initial validity of Bid Security shall be for a period of One hundred and eighty (180) Days from the Bid Deadline, which shall be extended by the Bidder within seven (7) Days from the instruction issued by the MAHAPREIT during the Bid Validity Period.

4.13.2 Bid Security shall be returned to all Bidders except Successful Bidder, within fifteen (15) Days from date of submission of first Performance Bank Guarantee (PBG) by the Successful Bidder(s) or within three (3) Months of opening of financial results, whichever is earlier. The Bid Security of the Successful Bidder shall be returned after submission of PBG associated with last PPA with such Successful Bidder or upon expiry of validity of Bid Security, whichever is earlier

4.14 OPENING OF BID:

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

4.15 RIGHT TO WITHDRAW THE RFP AND TO REJECT ANY BID:

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

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

Bid(s) that are incomplete in any respect or those that are not consistent with the requirements as specified in this RFP or those that do not adhere to formats prescribed

herein, wherever specified, may be considered non-responsive. However, MAHAPREIT reserves the right to seek additional information/clarifications from the Bidders, if found necessary, during the course of evaluation / processing of the Bid(s). Non-submission or delayed submission of such additional information or clarifications sought by MAHAPREIT may be a ground for rejecting the Bid(s). Strict adherence to the documents required to be submitted as per SECTION VI: CHECKLIST shall be ensured, failure on this account may lead to rejection of Bid.

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

4.16 ZERO DEVIATION:

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

4.17 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.

4.18 CHANGE IN LAW

4.18.1 "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:

- 4.18.1.1 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;
- 4.18.1.2 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;
- 4.18.1.3 the imposition of a requirement for obtaining any Consents, Clearances and Permits which was not required earlier;
- 4.18.1.4 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;
- 4.18.1.5 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;
- 4.18.1.6 change in the Rules, Regulations, Orders or any document issued or released by the CERC/ CEA/ MERC/ MH DISCOMs or any other Government Authority;
- 4.18.1.7 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 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.

4.19 TAXES AND DUTIES:

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

4.20 IMPACT OF CHANGE IN LAW:

Any change in Quoted Tariff resulting from this evaluation shall be subject to the approval of the appropriate regulatory commission (e.g., MERC/CERC), if required by applicable law

4.21 PROGRESS REPORT:

The RESCO shall submit Quarterly progress report to MAHAPREIT from the

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

4.22 FORCE MAJEURE:

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

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

If a force majeure situation arises, the RESCO shall promptly notify MAHAPREIT and Procurer both in writing, not later than three (3) Days from the date such situation arises (in case, communication is not possible to MAHAPREIT, RESCO shall notify MAHAPREIT not later than one (1) Day from the day when communication system will be restored). The RESCO shall provide verifiable evidence and documentation supporting its claim for Force Majeure relief, including efforts made to mitigate the event, within seven (7) Days of initial notification. After examining the cases and associated facts, MAHAPREIT shall decide and grant suitable additional time for the completion of the work, if required.

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

4.23 APPLICABLE LAW:

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

4.24 SETTLEMENT OF DISPUTE:

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

Not with standing any reference to the **arbitration herein**, the parties shall continue to

perform their respective obligations under the Agreement unless they otherwise agree.

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

4.25. LANGUAGE:

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

4.26. AMENDMENT:

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

4.27. SEVERABILITY:

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

4.28. PRICE PREFERENCE:

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

4.29. TAX EXEMPTIONS:

MAHAPREIT will extend possible cooperation to Successful Bidder(s)/ 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).

4.30. FRAUD AND CORRUPTION

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:
 - i. "Corrupt practice" is the offering, giving, receiving or soliciting, directly or

indirectly, of anything of value to influence improperly the actions of another party;

- ii. "Fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- iii. "Collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- iv. "Coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- v. "Obstructive practice" is

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

or

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

4.31. DEBARRED FROM PARTICIPATING IN MAHAPREIT'S TENDER

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

4.32. CREDIT GUARANTEE:

In order to instill confidence and mitigate financial risks for the bidders, MAHAPREIT acknowledges the necessity of providing a Credit Guarantee (CG) in cases where the procurer is unable to meet the Power Purchase Agreement (PPA) obligations. This section outlines the terms and conditions governing the CG provided by MAHAPREIT.

4.32.1. Applicability:

The Credit Guarantee will be applicable in situations where the procurer is unable to fulfill its financial obligations under the PPA. The CG will be invoked to compensate the bidder for any losses incurred due to non-payment.

4.32.2. Invoking of Credit Guarantee:

The Credit Guarantee (CG) will be invoked under the following circumstances:

a. Non-Payment by Procurer:

The CG will be invoked if the procurer fails to make the stipulated payments as per the terms of the executed PPA.

b. Default Situations:

In the event of default by the procurer, leading to financial loss for the bidder, the CG may be invoked subject to the terms specified in this tender. MAHAPREIT has sole right to decide and declare a "default" situation. The intent of CG is to cover the partial risk against the investment made by the RESCO and the guarantee offered is for limited period of PPA. However, the working of CG varies from case to case and MAHAPREIT reserve the rights for invocation/cancellation of CG.

4.32.3. CG Amount: CG amount will be assessed on case-to-case basis for eligibility only after verification by a third-party evaluator.

4.32.4. CG Management:

MAHAPREIT will manage the CG and is committed to ensuring a transparent and fair process for invoking and releasing the guarantee. Any disputes related to the CG will be resolved in accordance with the dispute resolution mechanisms specified here:

4.32.5. Modification of CG Terms:

Any modifications to the terms of the CG, including the amount or conditions, will be

subject to mutual agreement between the MAHAPREIT, RESCO and shall documented in writing.

4.33. FACILITATION FEE:

MAHAPREIT will levy facilitation fee from the successful bidder, 6% value of allotted capacity will be charged as facilitation fee distributed over the period of 3 years in four installments from the date of issue of LOA. Facilitation fee is a comprehensive package covering validation, service, aggregation, certification, and portal fees, 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 project at Valsad District Cooperative Milk Producers' Union Limited, Nagpur. Additionally, the facilitation fee includes credit guarantee charges, providing financial security and mitigating risks associated with the project. The phased collection of fees over the project's duration aligns with the delivery of services and milestones achieved, promoting accountability and sustained support. This fee 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 fee 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 fee 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 Fee Structure:

A facilitation fee of 6% value of the project cost will be applicable. Schedule of Facilitation Fee Collection: The facilitation fee will be structured as an annuity and will be paid in accordance with the specified schedule outlined above.

Timeline	% value of allotted capacity
At the date issuance of LOA	3%
At the time of completion and commissioning of the project	3%

4.33.1. Compliance:

All payments related to the facilitation fee must be made in accordance with the specified schedule mentioned above. Failure to comply with the payment schedule may result in penalties or other consequences as outlined in the terms and conditions of the Request for Proposal (RFP) document.

By participating in this tender process, the bidder acknowledges and agrees to adhere to the facilitation fee structure and schedule outlined herein. Any questions or clarifications regarding these charges should be addressed through the official communication channels provided in the RFP document.

4.34. Billing Metering and Collection methodology

MAHAPREIT shall undertake the activity of monthly metering, billing and collection of payment collection from Valsad District Cooperative milk producers' union in consultation with RESCOs. MAHAPREIT shall appoint an agency to undertake this task on behalf of RESCOs, for which the percentage charges will decide mutually.

SECTION IV: BID EVALUATION

5 BID EVALUATION:

5.1 THE EVALUATION PROCESS COMPRISES THE FOLLOWING THREE STEPS:

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

5.2 RESPONSIVENESS CHECK OF TECHNICAL BID:

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

- a) Bid not submitted in prescribed formats.
- b) Bid that are incomplete, i.e. not accompanied by any of the applicable and required formats;
- c) Bid not accompanied by contents as mentioned in SECTION VI: CHECKLIST.
- d) Bid not signed by authorized signatory and /or stamped in the manner indicated in this RFP;
- e) Material inconsistencies in the information /documents submitted by the Bidder affecting the Eligibility Criteria;
- f) Information not submitted in the formats specified in this RFP;
- g) Bid being conditional in nature;
- h) Bid not received by the Bid Deadline;
- i) Bid having conflict of interest;
- j) Bidder makes any misrepresentation;
- k) Any other act of Bidder which may be unlawful for the purpose of this RFP.
- l) Bid submitted is not in requisite format(s).

Each Bid shall be checked for compliance with the submission requirements set forth in

this RFP before the evaluation of Bidder's fulfilment of Financial Eligibility Criteria is taken up.

5.3 ELIGIBLE BIDDER(S) SELECTION METHODOLOGY:

5.3.1 Responsive Bidder(s) shall be evaluated at this stage.

5.3.2 Bidder(s) who meets either Net-Worth or Turnover criteria of a Project would be termed as Eligible Bidder(s) for that Project.

5.3.3 Financial Bid of Eligible Bidder(s) would be considered and evaluated. All Bidder(s) qualifying Financial Eligibility Criteria shall be placed as equal.

5.4 DISCLOSURE OF LOWEST TARIFF

5.4.1 The Financial Bid of Eligible Bidder(s) with lowest Quoted Tariff for the Project shall be opened on <https://mahatenders.gov.in> without disclosing the name of Bidder. Also, other Bidders' identity and bid rates would not be revealed.

5.4.2 The bidders will be arranged in ascending order of their quoted tariff.

5.4.3 There is no ceiling tariff for this RFP. However, MAHAPREIT will have right to decide on reasonableness of rates under this RFP.

5.5 AWARD OF EMPANELMENT TO SUCCESSFUL BIDDERS

5.5.1 MAHAPREIT shall issue a LOA to the Successful Bidder(s). The date of issuance of LOA shall be intimated by the MAHAPREIT to the Successful Bidder(s).

5.5.2 The Successful Bidder(s) has to sign the LOA and submits the same to MAHAPREIT. The MAHAPREIT reserves the right to annul/cancel the LOA of the Successful Bidder(s). In such cases, the Bid Security of the Successful Bidder(s) shall be returned within thirty (30) days of the cancellation date.

5.5.3 The Successful Bidder shall furnish PBG of INR 1,12,500.00 / MW (one lakh twelve thousand five hundred only) or part thereof from a nationalized/ scheduled bank, pursuant to respective work orders, with a validity till fifteen (15) Months with a claim period of one (1) month or required to be extended as deemed necessary, from the Effective Date of a PPA in the form of: Bank Guarantee as per prescribed FORMAT 5

Note:

- A. It is to clarify that if the Successful Bidder is selected to execute the Project the PBG shall be submitted separately.
 - B. Nevertheless, Successful Bidder shall have option to submit PBG:
 - I. against each PPA after issue of respective work order as prescribed in PPA; or
 - II. collectively for combined capacity of Project for which it is declared as Successful Bidder. This may be submitted after submission of LOA by Successful Bidder or, after issuance of first work order or any time before prescribed timelines for first PPA.
- 5.5.4 In case MAHAPREIT annuls/ cancels the LOA issued to the Successful Bidder(s) due to its non-compliance, MAHAPREIT shall offer the part / complete capacity of the incomplete Projects to other Successful Bidder(s) in the decreasing order of their Net Worth, based on which bidder has declared his financial eligibility criteria. The MAHAPREIT shall then provide LOA to the Successful Bidder who is interested to perform the task under this tender at RA L1 Tariff of the annulled/ cancelled Project
- 5.5.5 In case none of the Successful Bidder(s) of a Project is interested in taking the Project then MAHAPREIT may cancel the Project completely / partially or take appropriate decision in such matters at its sole discretion. The decision of Competent Authority shall be final in such matters.
- 5.5.6 In case, within the Rate Validity Period, any organization or entity proposes to have Project under RESCO Model (new sites) MAHAPREIT shall offer new Project to Successful Bidder of the Project, at the same RA L1 Tariff, with firstly similar type of Procurer and then based on the size of the Project. MAHAPREIT's decision would be final and binding to all the stakeholders.

5.6 SIGNING OF PPA

- 5.6.1 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.
- 5.6.2 The commencement of the Power Purchase Agreement (PPA) signing timeline, will commence upon the mutual consent between both Consumers and Renewable Energy Service Companies (RESCOs).
- 5.6.3 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:

- 5.6.4 The Procurer shall be required to setup the Payment Security Mechanism as per the PPA.
- 5.6.5 Any delay occurring beyond sixty (60) Days in signing of PPA from the mutual consent between the Consumers/procures 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.
- 5.6.6 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.

5.7 REFUSAL TO EXECUTE THE PPA AND PENALTY

In a situation wherein, Successful Bidder(s) refuses to execute a PPA of the Project within a Project for which it has accepted and signed the LOA, PBG shall be forfeited and the LOA shall be annulled / cancelled for the refused Project(s). However, Successful Bidder(s) shall not be penalized for the rejection of sites offered Furthermore, MAHAPREIT reserves the right to debar or suspend the Successful Bidder from participating in any future tenders or RFPs for a period of [e.g., Two (2) Years], in addition to any other remedies available at law.

SECTION VI: SCOPE OF WORK

6 Details of Works:

- 6.1 Designing, engineering, finance, supply, installation, testing and Commissioning of Project with appropriate shade structure 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 25 Operational Years for Sale of Solar Power. RESCO will solely responsible to take approval for the interfacing the Project with Grid/Electrical Loads of every location from distribution licensee/ CEIG, as applicable. **MAHAPREIT will only facilitate for taking approvals.**
- 6.2 Comprehensive O&M for twenty-five (25) Operational Years shall be required for project.
- 6.3 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.
- 6.4 Bidders are informed that their scope is LT/HT panels, transformers, switchgears etc. Supply and installation of generation and net metering as per MERC (Grid interactive Rooftop Renewable Energy Generating System) regulation 2019 with net metering.
- 6.5 All other cost which is required for successful operation of the system should be borne by the RESCOs.
- 6.6 It is hereby clarified that the Project(s) awarded under this RFP shall include Grid-Connected Rooftop Solar PV Projects with a minimum 50% Battery Energy Storage System (BESS) having 2 Hours storage capacity (in kWp terms), as applicable under the project scope. However, if the Procurer(s) desires any specific arrangement, modification, or relaxation with respect to the BESS configuration or capacity requirement, such arrangement shall not affect the RA L1 discovered tariff for sale of power under this RFP. The Bidder shall clearly declare the proposed battery storage capacity, backup duration, technical configuration, and system specifications to Mahatma Phule Renewable Energy and Infrastructure Technology Limited at the time of bid submission and prior to project execution.
- 6.7 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.

6.8 Special Terms & Conditions (Mandatory Site Visit & Technical Submission)

1. Mandatory Site Visit:

All bidders must visit the site before submitting their quotation. The site visit shall enable the bidder to understand the actual conditions, space availability, access constraints, structural clearances, and other local conditions that may affect the design, installation, and commissioning of the system. A Site Visit Certificate (in prescribed format) duly signed by the concerned site in-charge or authority must be submitted along with the technical bid.

2. Pre-feasibility Assessment:

The bidder shall take measurements and photographs during the visit to evaluate rooftop dimensions, cable route, load-bearing capacity, shading analysis, and available approach for material lifting. Minimum clearance height of the industrial sheet roofing structure to be provided shall be 10 feet from the top surface of the existing roof level. The bidder must design and submit a preliminary drawing/layout showing the proposed mounting arrangement, cable routing, inverter location, and space utilization plan. The design must consider local wind speed conditions and ensure structural safety and stability as per IS 875 Part-3 (Wind Load) and other relevant BIS standards.

3. System Layout Optimization:

The bidder shall calculate the feasible installation capacity (kWp) based on site constraints and submit a technical feasibility report indicating the maximum possible capacity achievable at the location. The report should include:

- Proposed system capacity (in kWp)
- Type of system (RCC mounting / elevated structure / industrial sheet)
- Cable length estimation (DC & AC sides)
- Safety measures and earthing plan
- Wind load calculation summary (for minimum 2 m/s safety margin)

4. Technical Presentation After Site Visit:

After the site visit, each bidder shall prepare and submit a technical presentation/report addressed to MAHAPREIT.

- Observations during site visit
- Proposed system design & layout
- Estimated installation capacity and space optimization
- Approach for cable routing and equipment placement
- Compliance with tender conditions and BIS standards

5. Declaration of Site Visit:

Each bidder must submit a Declaration Letter on company letterhead stating that: "We have personally visited the site on (date) and are fully aware

of the site conditions, rooftop area, access, and electrical infrastructure. Our quotation is prepared based on actual site parameters and no claim regarding site conditions will be entertained after bid submission.”

SECTION VI: CHECKLIST

1. Checklist for online submission

Sr. No.	Particular	Forma t No.	Copy Attached (Yes / No)
1	Covering Letter	1	Yes / No
2	Tender Fee Transaction Statement (Non-Refundable)	-	Yes / No
3	General Particulars	2	Yes / No
4	Bidder's composition and ownership structure (applicable for companies)	3	Yes / No
5	Bid Security, as applicable	4	Yes / No
6	Annexure-III: List of Project	-	Yes / No
7	Power of Attorney in favor of authorized signatory (<i>To be stamped on non – judicial stamp paper of Rs.100 of the state where the document is made</i>)	7	Yes / No
8	Board Resolution in support of power of attorney in favor of authorized signatory (applicable for companies)	-	Yes / No
9	Declaration for Eligibility Criteria Requirement (Financial)	8	Yes / No
10	Format for Certificate of Relationship in case of Affiliate (if applicable)	9	Yes / No
11	Certificate of Incorporation	-	Yes / No
12	Undertaking Form	10	Yes / No
13	Declaration	14	Yes / No
14	Declaration	14	Yes / No
15.	Undertaking	15	Yes / No
16.	ALMM guidelines compliance declaration	16	Yes / No

2. Checklist for original hard copy submission

Sr. No.	Particular	Format No.	Copy Attached
1.	Covering letter	2	Yes/ No
2.	Bid Security, as applicable in BG Form	4	Yes / No
3.	Power of Attorney in favour of authorised signatory (<i>To be stamped on non – judicial stamp paper of Rs.100 of the state where the document is made</i>)	7	Yes / No
4.	Board Resolution/power of attorney in favour of Authorized Signatory (if applicable)	13	Yes / No

SECTION VII: FORMATS FOR SUBMITTING RFP

FORMAT 1: COVERING LETTER

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

Ref.No._____ **Dated:**_____

From: Insert name and address of Bidder) Tel.:__

E-mail:_____

To:_____

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

Sub: Request for Proposal (RFP) for Discovery of Tariff & Selection of Solar Power Developer for Implementation of Grid Connected Roof Top Solar PV Systems with 50% BESS for 2 hours capacity and with appropriate shade structure under RESCO Model at VALSAD DISTRICT COOPERATIVE MILK PRODUCERS' UNION LIMITED Nagpur, Maharashtra with RFP Specification No: **MAHAPREIT/2MWRT/BESS/RESCO/AMUL/2026-27**

Dear Sir,

We, the undersigned_____ [insert name of the Bidder] having read, examined and understood in detail the Request for Proposal (RFP) for the discovery of lowest tariff for work of Design, Engineering, Finance, Supply, Installation, Testing and Commissioning Including Comprehensive O&M for twenty (25) Operational Years for Sale of Solar Power aggregating to about (in words) MW under RESCO Model at Amul Dairy Plant, Nagpur in the state of MH, India., hereby submit our Bid comprising of Financial Bid and Technical Bid. We confirm that neither we nor any of our Affiliate has submitted Bid other than this Bid directly or indirectly in response to the aforesaid RFP.

We give our unconditional acceptance to the RFP, dated and RFP attached thereto, issued by MAHAPREIT, as amended. As a token of our acceptance to the RFP, the same have been 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 have enclosed a Bid Security as per prescribed format, subject to clause 4.14 as mentioned in this RFP.

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

Acceptance

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

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

Familiarity with Relevant Indian Laws & Regulations

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

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

Contact Person

Details of the contact person are furnished as under:

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

(Signature of Authorized Signatory)

With Stamp

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

SHAREHOLDING CERTIFICATE FOR COMPANY

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

OR

PARTNER CONTRIBUTION IN A PARTNERSHIP FIRM

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

(Signature of Authorized Signatory) With Stamp

(Signature of Company Secretary/Director/Chartered Accountant)

FORMAT 4: FORMAT FOR BID SECURITY

(To be submitted separately for Project)

(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 Discovery of Tariff & Selection of Solar Power Developer for Implementation of Grid Connected Roof Top Solar PV Systems with 50% BESS for 2 hours capacity and with appropriate shade structure under RESCO Model at VALSAD DISTRICT COOPERATIVE MILK PRODUCERS' UNION LIMITED Nagpur, in the State of Maharashtra in response to the RFP No. ____ Dated _____ issued by Mahatma Phule Renewable Energy & Infrastructure Technology Limited considering such response to the RFP of [insert the name of the Bidder] as per the terms of the RFP, the [insert name & address of bank] hereby agrees unequivocally, irrevocably and unconditionally to pay to MAHAPREIT forthwith on demand in writing from MAHAPREIT or any Officer authorized by it in this behalf, any amount up-to and not exceeding Rupees [Insert amount] only, on behalf of M/s. [Insert name of the Bidder].

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

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

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

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

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by [Insert name of the Bidder] and/or any other person. The Guarantor Bank shall not require MAHAPREIT to justify the invocation of

this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against MAHAPREIT in respect of any payment made hereunder.

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

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

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

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

Power of Attorney No.

For [Insert Name of the Bank] Banker's Stamp and Full Address Date, this _____ day of _____ 20____

(Name and Signature of the Authorized Signatory)

FORMAT 5: FORMAT FOR PERFORMANCE BANK GUARANTEE

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

In consideration of the [Insert name of the Bidder] (hereinafter referred to as (Bidder) submitting the response to Request for Proposal (RFP) for Discovery of Tariff & Selection of Solar Power Developer for Implementation of Grid Connected Roof Top Solar PV Systems with 50% BESS for 2 hours capacity and with appropriate shade structure under RESCO Model at VALSAD DISTRICT COOPERATIVE MILK PRODUCERS' UNION LIMITED Nagpur, Maharashtra in response to the RFP dated___issued by Mahatma Phule Renewable Energy & Infrastructure Technology Limited considering such response to the RFP of [insert the name of the RESCO] (which expression shall unless repugnant to the context or meaning thereof include its executors, administrators, successors and assignees) and selecting the Project of the RESCO and issuing Letter of Award (LOA) No. __to (Insert Name of RESCO) as per terms of RFP and the same having been accepted by the selected Project Company, M/s {a Special Purpose Vehicle (SPV) formed for this purpose}, if applicable]. As per the terms of the RFP, the [insert name & address of bank] hereby agrees unequivocally, irrevocably and unconditionally to pay to MAHAPREIT at [Insert Name of the Place from the address of the MAHAPREIT] forthwith on demand in writing from MAHAPREIT, or any officer authorized by it in this behalf, any amount upto and not exceeding Rupees ___[Rupees(Total Value in words)] only, on behalf of M/s [Insert name of the RESCO/ Project Company]. This guarantee shall be valid and binding on this Bank up to and including __and shall not be terminable by notice or any change in the constitution of the Bank or the term of Agreement or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective Agreement.

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

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

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

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by [Insert name of the 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 at Bhopal shall have exclusive jurisdiction.

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

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

This BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly MAHAPREIT shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against the selected 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 Rupees _____ (Rupees _____ only) and it shall remain in force until we are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if MAHAPREIT serves upon us a written claim or demand.

Signature Name

Power of Attorney No.

For

[Insert Name of the Bank] Banker's Stamp and Full Address. Dated this __day of __, 20__

Witness:

Signature

Name and Address Signature

Name and Address

FORMAT 6: CHECK LIST FOR PBG

S. No.	Details of checks	YES/NO
1	Is the Bank Guarantee on non-judicial Stamp paper of appropriate value, as per applicable Stamp Act of the place of execution	
2	Whether date, purpose of purchase of stamp paper and name of the purchaser are indicated on the back of Stamp paper under the Signature of Stamp vendor (The date of purchase of stamp 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 / initiated by executant and whether stamp of Bank is affixed thereon? Whether the last page is signed with full particulars including two witnesses under seal of Bank as required in the prescribed Performa?	
5	Does the Bank Guarantees compare verbatim with the Performa prescribed in the Bid Documents?	
6	Are the factual details such as Bid Document No./Specification No., / LOI No. (if applicable) / Amount of Bank Guarantee and Validity of Bank Guarantee correctly mentioned in the Bank Guarantee	
7	Whether overwriting/cutting if any on the Bank Guarantee have been properly authenticated under signature & seal of executant?	

FORMAT 7: POWER OF ATTORNEY

(To be stamped on non – judicial stamp paper of Rs 100 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 Developer for Implementation of Grid Connected Roof Top Solar PV Systems with 50% BESS for 2 hours capacity and with appropriate shade structure under RESCO Model at VALSAD DISTRICT COOPERATIVE MILK PRODUCERS' UNION LIMITED Nagpur 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)

To,

Mahatma Phule Renewable Energy & Infrastructure Technology Limited,
B-501, Pinnacle Corporate Park,
Next to Trade Center,
Bandra Kurla Complex (BKC),
Bandra (East),
Mumbai – 400051, Maharashtra, India.

Dear Sir,

Sub: Discovery of Tariff & Selection of Solar Power Developer for Implementation of Grid Connected Roof Top Solar PV Systems with 50% BESS for 2 hours capacity and with appropriate shade structure under RESCO Model at VALSAD DISTRICT COOPERATIVE MILK PRODUCERS' UNION LIMITED Nagpur, 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. Historic financial statements must be audited by a certified public accountant;
- b. Historic financial statements must correspond to accounting periods already completed and audited. No statements for partial periods shall be accepted;
- c. Should be submitted on the letter head of the public accountant.

Notes:

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

FORMAT 9

FORMAT FOR CERTIFICATE OF RELATIONSHIP OF AFFILIATE WITH THE BIDDER

To,

Dear Sir,

Sub: Request for Proposal (RFP) Discovery of Tariff & Selection of Solar Power Developer for Implementation of Grid Connected Roof Top Solar PV Systems with 50% BESS for 2 hours capacity and with appropriate shade structure under RESCO Model at VALSAD DISTRICT COOPERATIVE MILK PRODUCERS' UNION LIMITED Nagpur, 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

FORMAT 10
UNDERTAKING FORM

Undertaking from Affiliate of Bidder)

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 Developer for Implementation of Grid Connected Roof Top Solar PV Systems with 50% BESS for 2 hours capacity and with appropriate shade structure under RESCO Model at VALSAD DISTRICT COOPERATIVE MILK PRODUCERS' UNION LIMITED Nagpur, Maharashtra

For 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 Net worth/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
FORMAT FOR LETTER OF AWARD (LOA)

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

Date:

Dear Sir,

This is to inform you that you are declared as Successful Bidder against the RFP No.____ dated dd/mm/yyyy for execution of Project Discovery of Tariff & Selection of Solar Power Developer for Implementation of Grid Connected Roof Top Solar PV Systems with 50% BESS for 2 hours capacity and with appropriate shade structure under RESCO Model at VALSAD DISTRICT COOPERATIVE MILK PRODUCERS' UNION LIMITED Nagpur, Maharashtra.

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

1. That, the "Successful Bidder" shall accept this LOA, sign and submit to MAHAPREIT, along with applicable administrative charges, within 15 days of issuance of this LOA.
2. That, the "Successful Bidder" has agreed to provide in-principal consent to Execute Work as per Scope, Specifications and all terms and conditions mentioned in the RFP No: _____ Dated: _____ issued by MAHAPREIT.
3. That, the "Successful Bidder" has also agreed to execute work on the rates already accepted / agreed upon as per L1 rate. The rates shown in discovered through tendering process for the sale of solar power is for the twenty Operational Year i.e. Rs _per unit (kWh).
4. That, the Successful Bidder shall execute Power Purchase Agreement (PPA) with the

Procurer and with co-signatories of the PPA on the date as notified by the MAHAPREIT.
The Successful Bidder shall be responsible for all the works related to
Commissioning and operation for twenty-five (25) Operational Years of Project.

5. That, if the Successful Bidder wishes to form a Project Company, the same should be executed within forty-five (45) Days from the issuance of LOA. That principles laid down in Clause 4.5 of the RFP have to be followed while forming the Project Company.
6. That, the Successful Bidder shall submit PBG of an amount of INR five hundred (500) /kW or part thereof as prescribed in RFP/ PPA. However, Successful Bidder, at its sole discretion, has option to submit lump sum PBG for amount corresponding to total Project Capacity against Project for which it is declared as Successful Bidder.
7. That, the Successful Bidder shall submit the applicable Administrative Charges i.e. INR lakh immediately with acceptance of LOA.

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

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

Date: _____

Signature with Company Seal Name: Designation:____

Regards,

For, MAHAPREIT

FORMAT 14
DECLARATION

(Required to be submitted by the Bidder on Original Letter Head 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 has been no instances at any point of time where we have not performed satisfactorily in the Work Order(s) of MAHAPREIT, leading to cancellation of Work Order(s) of value more than or equal to five percent (5%) of cumulative value of Work Order(s) awarded in last five (5) Years.
2. I/We declare that I/we am/are not involved in litigation or arbitration with MAHAPREIT arising out of work completed or under execution by it, of value more than or equal to five percent (5%) of cumulative value of Work Order(s) awarded to them in last five (5) Years.

If this Declaration is found to be incorrect or if any RFP Condition is found violated by us, then without prejudice to any other conditions, action would be initiated against us

_____(Name of bidder) as deemed fit necessary by MAHAPREIT.

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

FORMAT 16
UNDERTAKING for ALMM GUIDELINES

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

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

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

If this Declaration is found to be incorrect or if any RFP Condition is found violated by us, then without prejudice to any other conditions, action would be initiated against us

_____ (Name of bidder) as deemed fit necessary by MAHAPREIT.

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

FORMAT 17
FINANCIAL BID FORMAT

Financial Bid

(To be submitted only with due encryption)

Name of Project	Financial Bid for Project (INR/kWh)
Discovery of Tariff & Selection of Solar Power Developer for Implementation of Grid Connected Roof Top Solar PV Systems with 50% BESS for 2 hours capacity and with appropriate shade structure under RESCO Model at VALSAD DISTRICT COOPERATIVE MILK PRODUCERS' UNION LIMITED Nagpur, Maharashtra.	T1 = (Quoted Tariff)

Note:

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

SEAL AND SIGN AUTHORIZED SIGNATORY

Annexure I

Format for Site Survey Information for Valsad District Co-Operative Milk Producers Union Limited, Nagpur in the State of Maharashtra to be filled by digitally/physically

Company Details

Sr. No	Question	Description
1.	Name of the Company*	
2.	Site Location Details:	
3.	Geographical Coordinates of the Site:	Latitude: Longitude:
4.	Year of Establishment*	
5.	Company Contact number*	
6.	Type and Area of Facility * (If 'Other' please specify type)	
	☐ Office Area: ☐ Warehouse Area: ☐ Factory Area: ☐ Other: Area:	
7.	Type of Operation*: ☐ Continuous ☐ Batch	
8.	No. of Shifts/Day* :	Working Days/Week*:
	Shift 1: Timing From.....to.....	Shift 2: Timing From.....to.....
	Shift 3: Timing From.....to.....	
9.	Number of Employees	
10.	Any other information/remarks	

Electricity consumption details

Sr. No	Question	Description
1.	Consumer Category *	
	☐ LT II (A) ☐ LT II (B) ☐ LT II (C) ☐ LT V (B) ☐ HT I (A) ☐ HT II ☐ Other (Please specify)	
2.	Is Time of Day Tariff applicable?	☐ Yes ☐ No
3.	Load Details (kW) *	Connected Load (Kw)
		Sanction Load (Kw)
4.	Electricity Bill Details* (Past one year)	☐ Can Provide – <u>Take photo of recent electricity bill</u> ☐ Cannot Provide

5.	Do you use other sources of Electricity/Alternate Fuels to meet energy requirements? ☐ Yes ☐ No
6.	If Yes, what is the alternate fuel used for electricity generation? Annual consumption of the fuel (specify units)/ Annual Cost Incurred (specify units)?

Site Survey details for Solar Roof Top Installation

1.	Is the premises owned by the company? *	
	☐ Yes ☐ No If Not, then who owns it?.....	
2.	Is the company willing to install (or enhance capacity of existing) solar roof top system? *	
	☐ Yes ☐ May be ☐ No	
	<i>If yes/maybe for willingness to install solar roof top, then</i>	
	Contact Details of Decision Maker:	
	Name:	Phone Number
	Email ID:	Location/Address:
3.	Roof top site details*	
	☐ Available (Fill details below) ☐ Not Available	

Details	Description
Area of Rooftop available for Solar installation with increased height of Rooftop to allow the work material below the rooftop <i>(In case of multiple buildings please provide details of area availability buildings wise separately)</i>	
Are there any other installations in the roof area (E.g. Air conditioning, Solar water heaters, passive cooling elements, turbo ventilator etc.) If yes, how much area is occupied by these elements	
Age of the facility	
Type of Roof (Concrete/Shed)	☐ Concrete ☐ Shade
Type of Roof Corrugations (Please draw the sketch of corrugation) – Not for Google form Take photographs of rooftop area to be uploaded on google form	
Roof Orientation	☐ Slope ☐ Flat
Degree and direction (if Slope)	
Is the roof Insulated?	☐ Yes ☐ No

Is the rooftop area free from Shadow from Trees and Vegetation / buildings/walls/ others? If no kindly specify the percentage of area	☐ Vegetation ☐ Buildings ☐ No shadow
which is not in shadow	
Are any buildings likely to come up close by which may create shadow?	

Surveyor Name & sign

Valsad District Co-Operative Milk Producers Union
Limited, Nagpur, Desig. & Sign

POWER PURCHASE AGREEMENT (PPA)

BETWEEN

Power Producer AND

Valsad District Co-Operative Milk Producers Union Limited, Nagpur FOR

DESIGN, SUPPLY, ERECTION, TESTING AND COMMISSIONING INCLUDING WARRANTY, OPERATION & MAINTENANCE OF DISCOVERY OF FOR IMPLEMENTATION OF APPROXIMATE 2MW (1MW + 1MW) GRID CONNECTED ROOF TOP SOLAR PV SYSTEMS WITH AT LEAST 50% CAPACITY OF BESS FOR 2 HRS UNDER RESCO MODEL AT VALSAD DISTRICT COOPERATIVE MILK PRODUCERS' UNION LIMITED NAGPUR, MAHARASHTRA.

**This Power Purchase Agreement ("Agreement") is made and entered into at_on
this day of /...../2026**

BETWEEN

M/s [Name of Power Producer/RESCO], bearing CIN/GST/PAN No. _____, a company incorporated under the Companies Act, 1956/2513, having its registered office at [full address] (hereinafter referred to as the "Power Producer", which expression shall, unless repugnant to the context or meaning hereof, be deemed to include its successors and permitted assigns).

AND

Valsad District Cooperative Milk Producers Union Limited Nagpur, a company incorporated under the Gujrat Cooperative Societies Act 1961, and having its Milk processing plants at U25/N95-1/N95-2, Vasudhara Dairy, Hingana Road, Nagpur-440016 (hereinafter referred to as "**Offtaker**", which expression shall, unless repugnant to the context or meaning thereof, include its successors and assignees)

Both parties agreed to associate for development and Implementation of Rooftop Solar Energy Projects for power supply with aggregation of 2 MW (1 MW + 1MW) renewable energy for Valsad District Cooperative Milk Producers Union Limited Nagpur.

Hence, Valsad District Cooperative Milk Producers Union Limited Nagpur have mutually agreed to associate together to create a framework for a partnership under which the Parties will implement solar projects and Energy Conservation Projects, advanced water heating systems, any other clean & Green energy projects on Mutually agreed terms.

The **Developer** and the **Offtaker** are hereinafter individually referred to as “**Party**” and collectively referred to as the “**Parties**”.

WHEREAS:

Renewable Energy Service Company (RESCO), A company that **finances, installs, operates, and maintains renewable energy systems** (e.g., rooftop solar) for consumers and sells the generated energy or cost savings under a contractual arrangement, minimizing upfront investment for the client.

AND

WHEREAS,

- A. **Vasudhara Dairy Nagpur**, is one of the premier milk and milk products processing industry in India operated under Valsad District Cooperative Milk Producers Union Limited Nagpur and having its milk processing unit at Nagpur (hereinafter referred to as "**Valsad District Cooperative Milk Producers Union Limited Dairy, Nagpur**"), which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns.

NOW, THEREFORE IN VIEW OF THE FOREGOING PREMISES AND IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS SET OUT BELOW, THE PARTIES HEREBY AGREE AS FOLLOWS:

ARTICLE 1: DEFINITIONS AND INTERPRETATIONS

1.1 Definitions

The capitalized terms used in this Agreement, unless as defined below or repugnant to the context, shall have the same meaning as assigned to them in the Electricity Laws. The following terms when used in this Agreement, unless repugnant to the context, shall have the respective meanings, specified below:

Affiliate	"Affiliate" means, with respect to a Party, any entity that directly or indirectly Controls, is Controlled by, or is under common Control with such Party. "Control" means ownership of more than 50% of the voting power or ownership interest in an entity, or the ability to direct its management or policies, whether through ownership, agreement, or otherwise.
"Agreement"	"Agreement" means this Power Purchase Agreement (PPA) , including all schedules, amendments, modifications, and written supplements agreed upon by the Parties from time to time.
"Appropriate Commission"	"Appropriate Commission" means the Central Electricity Regulatory Commission (CERC), State Electricity Regulatory Commission (SERC), or Joint Commission , as applicable, under Section 83 of the Electricity Act, 2003, as amended from time to time.
"Arbitration Act"	"Arbitration Act" means the Arbitration and Conciliation Act, 1996 , as amended from time to time.
Asset	"Asset" means all equipment, components, civil structures, and other installations provided by the Developer for supplying solar electricity to the Offtaker.
"Billable Units"	"Billable Units" means the kWh charged to the Offtaker for a given period, including actual generation and Deemed Generation, as applicable.
"Billing Period"	means (subject to Article 9.1 of this Agreement) the period roughly equivalent to a calendar month commencing from the end of the prior Billing Period and ending with the Metering Date. For a given Solar Power Plant, the first Billing Period shall commence from the Commissioning Date and end with the Metering Date corresponding to the month in which the Commissioning Date occurs.
"Business Day"	"Business Day" means any day other than Sunday or a statutory holiday on which banks are open for business in the State where the Solar Power Plants and the Property are located.
"Commissioning Date"	"Commissioning Date" means the date on which a Solar Power Plant is ready to supply electricity in accordance with this Agreement. Where multiple Solar Power Plants are covered, it shall mean the date on which the first plant is ready to supply electricity.

“Consents and Approvals”	“Consents and Approvals” means all necessary authorizations, licences, permits, approvals, registrations, waivers, and other permissions required from the relevant Government Instrumentality for establishing the Solar Power Plant and/or supplying or off-taking electricity.
“Contract Year”	“Contract Year” means each period of one year during the 25-year term , commencing from the Commissioning Date of the respective Solar Power Plant.
“Delivery Point”	“Delivery Point” means the designated point where electricity generated by the Solar Power Plant is delivered by the Developer to the Offtaker.
“Deemed Generation”	shall have the meaning ascribed to it in Article 10.3 of this Agreement.
“Degradation”	“Degradation” means the annual reduction in electricity generation from the Solar Panels at a rate of 1% per annum over 25 years .
“Dispute”	“Dispute” means any dispute as defined under the relevant Article of this Agreement.
“Due Date of Invoice payment”	“Due Date of Invoice Payment” means the 7th day of each calendar month for payment of the invoice raised by the Developer for electricity generated and supplied during the preceding month.
“Effective Date”	“Effective Date” means the date on which all Parties sign this Agreement.
“Electricity”	“Electricity” means electrical energy measured in kilowatt-hours (kWh).
“Electricity Laws”	“Electricity Laws” means the Electricity Act, 2003 , the rules and regulations made thereunder, including the Electricity Rules, 2005, and any other applicable laws relating to electricity, as amended, modified, or replaced from time to time.
“Force Majeure Event”	shall have the meaning set forth in Article of this Agreement;
“Governmental Instrumentality”	“Governmental Instrumentality” means the Government of India, the concerned State Governments, and any ministry, department, board, agency, regulatory or quasi-judicial authority under their control, including the Appropriate Commission.

“Grid Rate”	Unit	“Grid Unit Rate” means the ratio of the total electricity bill amount, excluding fixed demand charges, to the total units of grid electricity consumed during the immediately preceding year.
“KV”		means Kilovolts.
“kWh”		means Kilowatt-hour.
“kWp”		means kilo Watts peak.
“Lock-in Period”		shall be a period of 84 months from the commissioning of the Solar Power Plant
“Main Metering System”		“Main Metering System” means all meters and metering devices owned by the Developer and installed at the Delivery Point to measure and record the electricity delivered and received.
“Metering Date”		Means the date on which the meter reading is taken as per Article.
“Metering Point”		“Metering Point” means the Delivery Point at which the electricity supplied from the Solar Power Plant to the Offtaker is measured and recorded.
“Month”		means a calendar month.
“Monthly Bill”		means a bill raised by the Developer for tariff payment for electricity in respect to each completed Month.
“Offtaker”		Valsad District Cooperative Milk Producers Union Limited Nagpur (Vasudhara Dairy Nagpur)
“Developer Contractor”		Means RESCO contractor, sub-contractor, or other entity with which the Developer has a contractual relationship to perform either whole or in part of scope of works/obligations mentioned under this Agreement.
“Plant Capacity”		“Plant Capacity” means the installed electricity generation capacity of one or more Solar Power Plants, measured in kWp.
“Rules”		shall have the meaning ascribed to it in Article of this Agreement. “
“Sites”		means the locations within the Property where the Developer Producer has agreed to set up the Solar Power Plant as per the terms of this Agreement and as per the details set out in Annexure 1.
“SECI”		Means Solar Energy Corporation of India

"Solar Power Plant"	shall mean any designated appropriate structure rooftop, building, land parcel, or enclosed premises at the Property where Solar PV panels, Battery Energy Storage Systems (BESS), and other related equipment required for generation, storage, evacuation, and supply of electricity are installed or proposed to be installed for use by the Offtaker under the Project. The full list of Solar Power Plants is listed in Annexure1.
"Term of the Agreement"	shall have the meaning ascribed to it under Article of this Agreement.
"Regulation"	"Net Metering Regulations" shall mean the Maharashtra Electricity Regulatory Commission (Net Metering for Rooftop Solar Photo Voltaic Systems) Regulations, 2019, including all amendments, modifications, notifications, orders, and regulations issued thereafter from time to time.
"Voltage of Delivery"	"Voltage of Delivery" means the voltage at which electricity is delivered by the Developer to the Offtaker, which shall be 415 V ± 10% .

ARTICLE 1. Interpretation

In this Agreement, unless the context otherwise requires:

- (a) All references made in this Agreement to "Articles" and "Schedules" shall refer, respectively, to Articles of, and Schedules to, this Agreement. The Schedules to this Agreement form part of this Agreement and shall be in full force and effect as though they were expressly set out in the body of this Agreement;
- (b) words importing the singular shall include plural and vice versa; (ii) words denoting persons shall include partnerships, firms, companies and other body corporate (iii) the words "include" and "including" are to be construed without limitation and (iv) a reference to any Party includes that Party's successors and permitted assigns; and
- (c) reference to any statute or statutory provision or order or regulation made there under shall include that statute, provision, order or regulation as amended, modified, re-enacted or replaced from time to time whether before or after the date hereof.

ARTICLE 2: TERM OF THE AGREEMENT

- 2.1 This Agreement shall become effective from the Effective date, and shall expire on a date which is twenty-five years or completion of the project life from the commissioning date of the solar Power plant to be commissioned under this Agreement ("Term of the Agreement")
- 2.2 The Parties mutually agree that for the Term of the Agreement, the Developer shall deliver the Electricity to the Off taker from the Solar Power Plants.
- 2.3 Save and except as expressly provided in Article 3 (*Conditions Subsequent*) of this Agreement, Article 15 (*Force Majeure*), Article 18 (*Dispute Resolution and Arbitration*) and Article 20 (*Miscellaneous*), the respective rights and obligations of the Parties under this Agreement shall be subject to the satisfaction or waiver of the Conditions Subsequent as set-out in Article 3.
- 2.4 Lock in period of this agreement should be Seven years.

ARTICLE 3: CONDITIONS SUBSEQUENT

- 3.1 The Parties shall make reasonable endeavour to provide all required documents, if requested, and take all necessary actions to satisfy the Conditions Subsequent as set out in Article 3 within the timeframe mentioned for it, or such extended period as may be mutually agreed to by the Parties.
- 3.2 Conditions Subsequent

The following are the conditions subsequent ("**Conditions Subsequent**") to be satisfied by the Offtaker and the Developer, which, however, may be waived by

mutual written consent of the Party who benefits from such Conditions Subsequent.

3.2.1 Conditions Subsequent to be fulfilled by the Offtaker

The Offtaker shall ensure that the following activities are in offtaker scope:

- (a) All activities related to liasoning within the Offtaker's premises shall be the sole responsibility of the Offtaker. Any hardware or equipment required for such activities, including transformers, cables, or other accessories, shall also fall under the Offtaker's scope and responsibility.
- (b) If project implementation is decided on group captive policy so, as per policy the financial liabilities shall be the Offtakers responsibility.

3.2.2 Conditions Subsequent to be fulfilled by the Developer

The Developer shall ensure that the following activities are completed:

- (a) The Operations and Maintenance (O&M) of the land associated with the Rooftop solar power plant shall be the sole responsibility of the Developer. The O&M charges shall be mutually agreed upon by the Offtaker and the Developer, ensuring transparency and fairness.

ARTICLE 4: CONSTRUCTION OF THE ROOFTOP SOLAR POWER PLANTS

- 4.1 The Developer shall complete the construction and commissioning of the Rooftop Solar Power Plants and be ready to deliver Electricity in accordance with the terms and conditions contained in this Agreement within the time period described in Article 4.6. If, however, the commissioning of one or more of the Solar Power Plants is delayed and such delay is not directly attributable and due to reasons outside the Developer's reasonable control, such as delay in obtaining the necessary Consents and Approvals, the Developer shall not be held liable for the resulting postponement of the Commissioning Dates.
- 4.2 It is agreed between the Parties that the Developer shall commission the Solar Power Plant with a total plant capacity of approximately **2 MW (1MW + 1MW)**. Developer may construct a smaller or larger size of Solar Power Plant for any material technical reason, as mutually agreed between the Parties.
- 4.3 The location of the Solar Power Plants at the Property will be as described in Annexure 1.
- 4.4 The Developer shall provide and lay the dedicated electrical cables for transmission of Electricity from the Solar Power Plant up to the Delivery Point of substation. Transmission or distribution of electricity beyond this point will be the responsibility of the Offtaker.
- 4.5 The Offtaker shall ensure that all arrangements and infrastructure for receiving Electricity beyond the Delivery Point are ready on or prior to the Commissioning Date and is maintained in such state in accordance with applicable laws through the Term

of the Agreement.

- 4.6 The Developer shall install and commission Solar Power Plant no later than 3 months of the Effective Date, the receipt of all necessary Consents and Approvals, the satisfaction of all conditions subsequent by the Offtaker, or the handing over of the required area construction of the Solar Power Plants, whichever is latest, unless one of the following occurs:
- (a) The Developer and the Offtaker mutually agree upon a later Commissioning Date for the Solar Power Plant.
 - (b) The Offtaker has not fulfilled the Conditions Subsequent described in Article 3.2.1, or has not cooperated in the installation and/or commissioning of the Solar Power Plant, or the Site and Delivery Point described in this Agreement have not been made available to the Developer before the Effective Date.
 - (c) A Force Majeure event, as defined in Article 15, has occurred.

ARTICLE 5: RELOCATION, SALE AND TRANSFER OF SOLAR POWER PLANT

- 5.1 If one or more of the Solar Power Plant needs to be temporarily moved or its generation suspended, for any reason requested by the Offtaker, the Offtaker shall provide a notice of 6 months to the Developer and shall be responsible for bearing the costs on actuals arising from moving, disassembling and transporting, as agreed between the Parties. The Developer will be responsible for providing detailed documentary proof of the actual pre-agreed costs borne for such relocation/disassembling. Within 30 days of these documents being provided by the Developer, the Offtaker shall reimburse these pre-agreed expenses and financial losses in full.

ARTICLE 6: TARIFFS AND CHARGES

- 6.1 The Developer will bill the Offtaker for each kWh generated, at the Metering Point, at the Tariff as follows, the tariff for power from the Solar power plant will be equal to Rs. _____/ kWh (fixed) of the Solar energy utilized, for the duration of the PPA.

ARTICLE 7: METER READING AND BILLING PROCEDURE

7.1 Measurement and Energy Metering

- (a) The Main Metering System at the Delivery Point shall be tested, maintained and owned by the Developer.
- (b) The Offtaker has the right to install a check meter, at its cost, to verify the measurements of the Main Metering System
- (c) The risk and title to the Electricity supplied by the Developer shall pass to the Offtaker at the Delivery Point.

- (d) Metering Date will be the 1st (or the immediately following working day, in case 1st happens to be a holiday) of the calendar month subsequent to the month in which the Electricity was generated by the Developer. The billable units shall be equal to the difference between the meter reading on the Metering Date and the meter reading on the previous month's Metering Date.
- 7.2 A Meter reading shall be the responsibility of the Developer. The Offtaker shall have full access to the Main Metering System, and to any data generated thereby. When the Main Metering System and/or any component thereof is found to be defective or exceeding the accepted limits of accuracy or otherwise not functioning properly, it shall be repaired, re-calibrated or replaced by the Developer as soon as possible at its own cost.

ARTICLE 8: PLANT OPERATION AND MAINTENANCE

- 8.1 Subject to the provisions of this agreement, the Developer may organize operation and maintenance of the Solar Power Plant (in coordination with contractor(s) appointed by it) so as to ensure optimal utilisation of the resources.
- 8.2 Developer will maintain the system during the entire tenure of the contract.
- 8.3 O & M during the tenure of contract is comprehensive. Preventive Maintenance and Health check-up of Solar power plant will be in the scope of Developer. Land maintenance shall be in the scope of Offtaker. The expenses will be mutually agreed upon by the Offtaker and the Developer, ensuring transparency and fairness.

ARTICLE 9: BILLING AND PAYMENT

9.1 Billing/Invoicing

The Developer shall raise an invoice for electricity supplied to the Offtaker across the commissioned Solar Power Plants covered under this Agreement, on a monthly basis. The Billing Period shall be monthly from the 1st day of the calendar month to the last day of the calendar month. The exception would be the first bill, raised for the Electricity supplied from the Commissioning Date to the end of that calendar month. The Offtaker shall be billed by the Developer within one days of the Metering Date for the Electricity supplied in the previous Billing Period. The payment shall be due on the 7th day of the same month from the billing date ("**Due Date for Invoice Payment**") subject to receiving of invoice latest by 2nd Working day of the month. Invoices shall be raised by the Developer according to the Tariffs described in Article 6. All payments will be made by RTGS / NEFT.

9.2 Late payment

For payment of Monthly Bill, or other amounts due under this Agreement, if paid after Due Date for Invoice Payment, a late payment charge shall be payable by the Offtaker to the Developer, which shall be equal to the interest on the amount in default (based on the amount payable during a dispute, as calculated in Article 9.3) at the rate of 1.5% per month, for the period from the Due Date for Invoice Payment till the date of actual payment. Such interest shall be computed and added to the invoice of the subsequent month.

9.3 Disputes

- (a) In the event of a dispute as to the amount of any billing Invoice, the Offtaker shall notify the Developer of the amount in dispute. However, the Offtaker shall inform Developer for such discrepancy and the discrepancy shall be jointly discussed and resolved. Any adjustments shall be done in the next bill upon mutual agreement. Disputes shall only be entertained on issues pertaining to meter readings and not on the tariff for Electricity, which has already been agreed to upfront.

ARTICLE 10: ELECTRICITY OFF-TAKE

- 10.1 The Offtaker guarantees that they shall off-take 100% of the Electricity generated by each Solar Power Plant, at the point in time of generation.
- 10.2 In the event that the Offtaker is unable to offtake 100% of the electricity generated by any Solar Power Plant, when it is generated, then Deemed Generation will apply on the Solar Power Plant. Moreover, if any part of the capacity of a Solar Power Plant is unable to operate at full capacity due to non-availability of load, Deemed Generation will apply on the Solar Power Plant for that day.

10.3 Guaranteed Generation

Subject to Article 15, The Developer shall guarantee a minimum generation of 1400 units (per kWp installed capacity) in the first year with an annual de-gradation of 1% p.a. calculated by the straight-line method. In the event that the annual generation is less than the Guaranteed Generation, the Developer shall pay the Offtaker an amount equivalent to the (Shortfall in generation x (Grid Unit Rate - PPA Tariff)). This amount shall be adjusted against the Invoices raised for subsequent months.

10.4 Deemed Generation

- 10.4.1 When Deemed Generation applies, Billable Units will be calculated based on the calculation described herein, rather than on actual generation for the relevant Solar Power Plant.
- 10.4.2 Deemed Generation will be calculated on a monthly basis. If the conditions in Articles 10.1 and 10.2 apply at any given time during a given day, Deemed Generation shall be applied to the entire day
- 10.4.3 Beginning after commissioning and continuing throughout the Term of the Agreement, Deemed Generation for a given Solar Power Plant on a given day shall equal to the average number of Billable Units per day in the previous 07 days.

ARTICLE 11: UNDERTAKINGS

11.1 Obligations of the Developer

Subject to the terms and conditions of this Agreement, the Developer undertakes and agrees to be responsible for:

- (a) Owning, installing, operating and maintaining the Solar Battery Power Plants during the Term of the Agreement at its own cost and risk;
- (b) Fulfilling all other obligations undertaken by it under this Agreement
- (c) Obtaining all regulatory and statutory approvals required to install and operate the Solar Power Plants and all related equipment's and keep such regulatory and statutory approvals active during the Term or any extended Term of the Agreement.
- (d) Supplying Electricity to the Offtaker in accordance with terms of this Agreement.
- (e) To identify the projects and deliver elements identified and finalized under Definitive Agreements for Projects. RESCO is willing to enter in to the long term PPA with Valsad District Cooperative Milk Producers Union Limited Vasudhara Dairy Nagpur.
- (f) Proposed PPA will mainly comprise of saving in per unit of electricity to the Valsad District Cooperative Milk Producers Union Limited Vasudhara Dairy Nagpur. RESCO to carry out the Open Competitive bidding for 2 MW RE power plant.
- (g) The Offtaker shall assist and extend the necessary co-operation required by the developer for financing and fund raising for the implementation of the project or made available the required finance for the project.
- (h) It shall facilitate in getting any necessary clearances/approvals/consents required from any of the government authorities for the implementation of the Project, if required;
- (i) Any other activity agreed between the Parties based on project specific requirements and identified in the Scope of Work and decided mutually in the Definitive Agreement.
- (j) The developer has right to find funding partners/financers/ financing agencies if/as required.

11.2 Obligations of the Offtaker

Subject to the terms and conditions of this Agreement, the Offtaker undertakes and agrees to be responsible for:

- (a) Evacuating Electricity from each Delivery Point, and paying all invoices raised by the developer under the provisions of this Agreement by the Due Date of Invoice Payment; and paying for any interest on delayed payments (if any) as per the provisions of this Agreement.
- (b) Off-taking 100% of the electricity generated, and provide sufficient Offtake to ensure 100% capacity utilization of the Solar Power Plants at all times, or pay as per Deemed Generation as per Article 10.
- (c) During the course of the Agreement in force not to deal or enter in contract with any other vendor for same Site
- (d) Providing all necessary assistance (including providing relevant data) to the

Developer in setting up the Solar Power Plants and other associated infrastructure at the Sites; This would include but not be restricted to providing temporary storage facilities for solar equipment, water and power for construction and providing access to the Developer and their contractors and sub-contractors and their respective staff, for undertaking the construction, if required.

- (e) Complying with all other respective obligations under this Agreement.
- (f) Providing reasonable access to the Developer and Developer's Contractors for installation, operation and maintenance of the Solar Power Plant at all times provided such persons comply with Offtaker's policies with respect to such access, if required.
- (g) Ensuring adequate space for solar equipment to ensure that other structures do not partially or wholly shade any part of the Solar Power Plant. If such shading occurs, the Developer may, at its sole discretion, apply Deemed Generation as per Article 10.4, if required.
- (h) Cooperating on non-monetary basis with the Developer in obtaining all necessary permissions to commission and operate the Solar Power Plants.
- (i) Allowing the Developer to bring any guests to view the Solar Power Plants during normal business hours, provided Developer and its guests comply with the Offtaker's security policies and having obtained prior consent from Offtaker, if required.
- (j) To provide details related to site and energy consumption of the industries participating in this Agreement. As a part of Definitive Agreement, assist the fund-raising activity for the projects for installation of solar PV project identified mutually.
- (k) Through this Agreement, Vasudhara Dairy Nagpur is willing to engage into the long term PPA (Power Purchase agreement) with RESCO, as mutually agreed tariff.

ARTICLE 12: ASSIGNMENT AND NOVATION

12.1 Assignment

Notwithstanding anything contained herein, the Developer has the right to assign all or any of its rights under this Agreement (including rights over any assets hereunder), to any third party including, though not restricted to any lender, equipment lessor or other financing party ("Assignment"), with the consent of the Offtaker. The Offtaker shall not unreasonably withhold such consent. In the event of such assignment, the Offtaker will be ensured by the Developer that the party to whom the benefits under this contract are assigned will be held responsible for performing the obligations under this contract. Further, in the event of assignment, the Offtaker agrees to make the payments due to the Developer under this agreement, directly to the assignee, upon receipt of such notice by the Developer.

If the Developer were to sell the Solar Power Plant, then the new buyer(s) would need to abide by this Agreement. Further, the Developer reserves the right to assign whole or part of the assets to lenders/ leasing companies. Offtaker may assign its rights under this Agreement, without the prior consent of Developer, to an Affiliate or any successor in

interest to Offtaker, whether by way of merger, reorganization or sale of assets (including any sale of a line of business). This Agreement shall inure to the benefit of and be binding upon Offtaker and its successors or assigns.

ARTICLE 13: Novation

The Parties agree and acknowledge that the Developer intends to novate the Agreement to a financing party, and has the right to transfer any or all of its rights and obligations under this Agreement to a financing party or any other third party ("**New Party**"), with the consent of the Offtaker. The Offtaker shall not unreasonably withhold such consent. Upon Novation, the New Party shall automatically and without any further action be entitled to all the same rights and assume the same obligations, under this Agreement, as if it were originally a party to this Agreement. Further, the Offtaker hereby agrees and undertakes that, promptly upon receiving a request from the Developer, the Offtaker shall indicate its consent or non- consent, and upon indicating its consent, shall execute such further writings, deeds and/or agreements and take all such further actions as may be necessary for effecting or implementing the transfer of any or all of the Developer's rights and/or obligations under this Agreement to the New Party. Sample Novation Agreements and Performance Guarantee agreements have been provided in Annexure-4.

ARTICLE 14: SALE AND TRANSFER OF PROPERTY OR OF PARTIES

14.1 In the event that the Offtaker sells or transfers the Property or one of the buildings within the Property which houses a Solar Power Plant, the Offtaker will ensure either:

a. That this Agreement is **transferred/novated to the transferee**, or the transferee executes an identical agreement with the Developer, **without interruption in payments**, unless this Agreement is terminated under Article 16 or the affected Solar Power Plants are excluded from this Agreement under Article 15.

or

b. Provide another suitable site where the said Asset can be re-deployed at the same terms and conditions set out in this Agreement

In case of Article 14.1 (b), the Offtaker shall pay the cost of relocating the plant at actuals mutually agreed.

14.2 This Agreement shall not in any way prevent the sale, in whole or in part, of the Developer by its shareholders or partners, to another Party. In the event of such a sale, if the Agreement is not terminated under Article 17, all terms and conditions under this Agreement shall remain in force.

- 14.3 If either the Offtaker or the Developer merges with any other entity, the terms of this agreement shall continue to be binding upon the merged entity.
- 14.4 If the offtaker sell/close/shutdown project/plant in agreement period by any reason, the Offtaker shall bear the losses of developer mutually agreed or third-party financial assessment.

ARTICLE 15: FORCE MAJEURE

15.1 Force Majeure Events

Neither Party shall be responsible or liable for or deemed to be in breach of any of its obligations under this Agreement because of any delay or failure in the performance of its obligations hereunder (except for obligations to pay money due prior to concurrence of any Force Majeure events under this Agreement) or failure to meet milestone dates due to any event or circumstance beyond the reasonable control of the Party experiencing such delay or failure, including an emergency, the occurrence of acts of God, typhoons, floods, lightning, cyclone, hurricane, drought, famine, epidemic, plague or other natural calamities (a "**Force Majeure Event**"). Force Majeure Events shall, *inter alia*, include acts of war (whether declared or undeclared), invasion or civil unrest and act/ rules of central/state government

/Statutory authorities, which makes performance of the terms of this contract impossible or excessively onerous for either Party. Force Majeure Events shall also include the permanent closure of the Property.

ARTICLE 16: EVENTS OF EXCLUSION

16.1 Exclusion of Solar Power Plants from this Agreement

16.1.1 Offtaker Option to Exclude a Solar Power Plant

- (a) **Exclusion due to non-generation:** Post the Lock-in-Period of Seven (7) years, if for any reason other than those specified in Article 16, a Solar Power Plant fails to generate any electricity for any continuous 45-day period after the Commissioning Date and during the Agreement, the Offtaker shall have the right to unilaterally exclude that Solar Power Plant from this Agreement by sending a Notice of Exclusion to this effect to the Developer, in writing. Upon receipt of such a notice, the Developer will remove the excluded Solar Power Plant from the Property within 3 months, and this Agreement will no longer apply to that Solar Power Plant, if required.
- (b) Post the Lock-in-Period of Seven (7) years, if for any reason other than those specified in Article 16, a Solar Power Plant fails to generate any electricity for any continuous 45day period after the Commissioning Date and during the Agreement, the Offtaker shall have the right to unilaterally exclude that Solar Power Plant from this Agreement by sending a Notice of Exclusion to this effect to the Developer, in writing. Upon receipt of such a notice and acceptance of developer, this Agreement will no longer apply to that Solar Power Plant.
- (c) The following conditions are exceptions from this right to exclude:

- (i) A Force Majeure Event
- (ii) An Offtaker Event of Default
- (iii) Replacement of a key component of the Solar Power Plant in question, provided the Developer has taken steps to replace the component within three weeks of its failure, and has made a good faith effort to replace the component in a timely manner.

16.1.2 Developer Option to Exclude a Solar Power Plant

(a) Exclusion due to non-payment of dues: If the Offtaker fails to make the payments in accordance with this Agreement by due date the Developer shall have the right to unilaterally exclude that Solar Power Plant from this Agreement by sending a Notice of Exclusion to this effect to the Offtaker, in writing and demand an Exclusion Payment as per Annexure 3. Upon receipt of such a notice, the Offtaker shall promptly make the Exclusion Payments and the Developer and this Agreement will no longer apply to that Solar Power Plant.

16.2 Notice of Exclusion

- (a) Exclusion of Solar Power Plants from of this Agreement shall be without prejudice to the accrued rights and liabilities of the Parties for the excluded Solar Power Plant as on the date of exclusion, unless waived in writing by the Parties, if required.
- (b) Upon exclusion of Solar Power Plants from this Agreement, the Developer shall remove all excluded Solar Power Plants in their entirety from the Property within a period of 2 months, if required.

ARTICLE 17: EVENTS OF DEFAULT AND TERMINATION

17.1 Developer Events of Default

The occurrence and continuation of any of the following events, unless any such event occurs as a result of Force Majeure event shall constitute a Developer 's events of default ("Developer **Event of Default**"):

- (a) Material breach of any of the provisions of this Agreement.
- (b) If any of the Solar Power Plants are designed, operated constructed or completed in violation of applicable laws.
- (c) Failure to generate electricity continuously for 45 days (other than for Force Majeure or reasons beyond developer's control).
- (d) Bankruptcy, liquidation or dissolution of the Developer, except for the purpose of a merger, consolidation or reorganization that does not affect the ability of the resulting entity to perform all its obligations under this Agreement and provided that such resulting entity expressly assumes all such obligations;

17.2 Offtaker Event of Default

The occurrence and continuation of any of the following events, unless any such event occurs as a result of Force Majeure event shall constitute an Offtaker's Event of Default ("**Offtaker Event of Default**"):

- (a) Material breach of any of the material provisions of this Agreement;
- (b) bankruptcy, liquidation or dissolution of the Offtaker pursuant to applicable law, except for the purpose of a merger, consolidation or reorganization that does not affect the ability of the resulting entity to perform all its obligations under this Agreement and provided that such resulting entity expressly assumes all such obligations;
- (c) failure to make payment of any Monthly Bill, including disputed charges required to be paid under Article 9, within 10 days after the Due Date of Invoice Payment under this Agreement;

17.3 Notice of Default

- 17.3.1 Upon the occurrence of either Party's Events of Default, the non-defaulting Party, shall deliver a notice to the defaulting Party ("**Notice of Default**") which shall specify in reasonable detail the event of default leading to serving of Notice of Default to the Offtaker
- 17.3.2 Upon serving the Notice of Default, the Parties shall consult each other for a period of 30 days in order to envisage the steps that may be taken to mitigate the consequences of the event of default and to cure the same. The Parties may also mutually decide the cure period within which the event of default shall be remedied by the defaulting Party. However, if no mutually agreement is arrived at with regard to the duration of the cure period, the defaulting Party shall be entitled to get a cure period of 1 month from the date on which the consultation period expires. The cure period shall be applicable only when there is an operational default in the Solar Power Plant which the defaulting Party can cure. If the event of default occurs due to dissolution of either Party pursuant to applicable law or bankruptcy etc. then the consultation period or cure period shall not be applicable.

17.4 Notice of Termination

- 17.4.1 On the expiry of the cure period as provided in Article 17.3.2 and unless otherwise agreed between the Parties, if the event of default is not remedied within such specified period, the non-defaulting Party may forthwith terminate this Agreement by issuing a Notice of Termination to that effect ("**Notice of Termination**").
- 17.4.2 If all Solar Power Plants have been excluded from this Agreement under Article 16, then this Agreement shall stand terminated effective from the date of receipt of the last Notice of Exclusion and the corresponding Exclusion Payment (if any).

- 17.4.3 Termination of this Agreement shall be without prejudice to the accrued rights and liabilities of the Parties as on the date of termination, unless waived in writing by the Parties or as otherwise agreed between the Parties either in this Agreement or otherwise expressly agreed in writing in connection with this Agreement.

ARTICLE 18: DISPUTE RESOLUTION & ARBITRATION

18.1 Governing law and Jurisdiction

This Agreement shall be governed by, interpreted and construed in accordance with the laws of India. the courts of Mumbai shall have exclusive jurisdiction in relation to all matters arising out of this Agreement.

ARTICLE 19: REPRESENTATIONS AND WARRANTIES

Each of the Parties hereby represents and warrant to the other as follows:

- 19.1 Such Party has the full power and authority to enter into, execute and deliver this Agreement and to perform the transactions contemplated hereby and, such Party is duly incorporated or organized with limited liability and existing under the laws of India;
- 19.2 The execution and delivery by such Party of this Agreement and the performance by such Party of the transactions contemplated hereby have been duly authorized by all necessary corporate or other action of such Party;
- 19.3 This Agreement constitutes the legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms; and
- 19.4 The execution, delivery and performance of this Agreement by such Party and the consummation of the transactions contemplated hereby shall not:
- (a) violate any provision of the constitutional documents of such Party;
 - (b) require such Party to obtain any consent or approval of any person pursuant to any instrument, contract or other agreement to which such Party is a party or by which such Party is bound, other than any such consent, approval, action or filing that has already been duly obtained or made;
 - (c) conflict with or result in any material breach or violation of any of the terms and conditions of, or constitute (or with notice or lapse of time or both constitute) a default under, any instrument, contract or other agreement to which such Party is a party or by which such Party is bound;
 - (d) violate any order, judgment or decree against, or binding upon, such Party; or
 - (e) violate any applicable laws.

19.5 Developer warrants that:

- (a) Solar Power Plant and related equipment's are new and of the kind and quality which is comparable to the highest applicable industry standards in India.
- (b) Solar Power Plant and related equipment's and their installation, commissioning, operation and maintenance furnished under this Agreement, and the use thereof by Offtaker in accordance with the terms and conditions of this Agreement, will not infringe (whether directly, contributorily, by inducement or otherwise), misappropriate or violate any patent, trademark, copyright, trade secret or any other intellectual property right of any third-party, or violate the laws, regulations or orders of any governmental or judicial authority.
- (c) Its performance of any installation, commissioning, operation and maintenance services will be of a professional quality, be provided by an adequate number of qualified individuals with suitable training, education, experience and skill in performing such kind of services, conform to the highest applicable industry standards used by members of Developer's profession practicing under similar conditions at the same time and in the same locality, and that its performance of such services shall conform to the specifications and descriptions agreed between the Parties.

ARTICLE 20: MISCELLANEOUS

20.1 Agency

- a. The Developer shall be responsible for the selection, hiring, assigning and supervising / due diligence of the personnel and shall employ sufficient number of personnel to provide the Services in a prompt and efficient manner. All such personnel shall work under the supervision, control and direction of the Developer. The Developer shall be solely responsible for all negotiations with personnel relating to salaries and benefits, and shall be responsible for assessments and monitoring of performance and for all disciplinary matters. All personnel engaged by the Developer shall be in sole employment / control of the Developer and the Developer shall be solely responsible for their salaries, wages, statutory payments, etc. Under no circumstances shall Offtaker be liable for any payment or claim or compensation (including but not limited to compensation on account of injury / death / termination) of any nature to the personnel of the Developer. Nothing in the Power Project Agreement shall be construed as creating any contractual or other relationship between Offtaker and any personnel of the Developer, nor any obligation on the part of Offtaker to pay or see to the payment of any money due to any such personnel.
- b. It shall not be construed as waiver of any accrued rights and / or liabilities and the Developer shall be fully responsible for all acts and omissions of its sub-contractors or

sub-agents.

- c. The personnel of the Developer shall continue to be the personnel of the Developer and work under its directions and shall not become or claim any employment from Offtaker.
- d. The Developer shall be responsible for all negotiations with its personnel relating to salaries, benefits, and shall be responsible for assessments and monitoring of performance and for all disciplinary matters. The Developer shall furnish such records and information as may be required by Offtaker in relation to the above and at such periodicity as may be specified by Offtaker
- e. The Developer shall ensure that the Developer has suitable trained, qualified, experienced and competent personnel for the performance of the Services. If so requested by Offtaker, the Developer shall provide evidence of the previous experience, qualifications and competence of any personnel engaged in the performance of the Services.

20.2 Specific Performance

Each of the Parties shall be entitled to sue for specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the other Party from committing any violation of, or to enforce the performance of, the covenants, representations and obligations contained in this Agreement. These injunctive remedies are cumulative and are in addition to any other rights and remedies, which the Parties may have at Law or in equity.

20.3 Indemnity

- 20.3.1 (a) The Developer shall protect, defend, indemnify and hold harmless the Offtaker and its officers, directors, employees, and agents ('Indemnities'), from and against any and all losses, claims, liens, demands, reasonable attorneys' fees, damages, liabilities, costs, expenses, obligations, causes of action, or suits ("Claims") arising directly or indirectly out of acts or omissions of the Developer in the performance of its obligations under this Agreement.
- (b) The Developer shall protect, defend, indemnify and hold harmless the Offtaker and its indemnified parties, from and against any and all Claims to the extent that such losses are caused by, arise out of, or are connected in any way with any claim that Main Metering System or Solar Power Plant or related equipments or their installation, commissioning, operation, maintenance hereunder (or the use thereof) infringes (whether directly, contributorily, by inducement or otherwise), misappropriates or violates any copyright, patent, trademark, trade secret or other intellectual property right of a third-party. Without limiting the foregoing, if an injunction against Offtaker making use of the Main Metering System or Solar Power Plant or related equipment's or

their installation, commissioning, operation , maintenance hereunder or any part thereof results from such a claim (or, if Offtaker reasonably believes such an injunction is likely), Develop shall promptly, at its sole expense (and in addition to the Develop's other obligations hereunder) obtain for Offtaker the right to continue using the Main Metering System or Solar Power Plant or related equipment's or their installation, commissioning, operation, maintenance hereunder, or replace or modify the Main Metering System or Solar Power Plant or related equipments or re-perform their installation, commissioning , operation, maintenance hereunder so they become non-infringing but functionally equivalent (as determined by Offtaker)

- 20.3.2 Notwithstanding anything to the contrary set forth herein, (i) an Indemnatee may participate, at its own expense, in any defense and settlement directly or through counsel of its choice, and (ii) the indemnifying Party will not settle or compromise any Claim on terms that would diminish the rights provided to the Indemnatee or increase the obligations assumed by the Indemnatee under this Agreement, without the prior written consent of the Indemnatee.
- 20.3.3 The foregoing remedies are in addition to other remedies set forth in this Agreement or otherwise available to the Parties in accordance with applicable law.

20.4 Severability

Should any provision of the Agreement be or become void or illegal or unenforceable in full or in part, the validity or enforceability of the other provisions (including the remainder of the provision which has been held to be partly invalid or illegal) of the Agreement shall not be affected and shall continue in full force and effect. The Parties will, however, use their best endeavors to agree on the replacement of the void, illegal or unenforceable provision(s) with legally acceptable clauses which correspond as closely as possible to the sense and purpose of the affected provision and the Agreement as a whole.

20.5 Notices

Any notices or other documents required to be delivered under this Agreement shall be in writing and shall be sufficient if personally delivered with written acknowledgment of said delivery by the recipient; or if sent by courier with written receipt by the courier of delivery. Any notices shall be delivered to the following locations, unless same is changed by written notice to the other Party in accordance with this Agreement.

If to Developer:

(RESCO)

Managing Director

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If to Offtaker:

**VALSAD DISTRICT COOPERATIVE MILK PRODUCERS UNION LIMITED, NAGPUR.
U25/N95-1/N95-2, Vasundhara Dairy, Hingana Road, Nagpur-440016**

or to such other address as either Party shall have furnished to the other in accordance herewith. Notices and communications shall be effective when actually received by the addressee.

20.6 Relationship:

- 20.6.1 Developer shall be an independent contractor, and not be an employee of Offtaker, within the meaning of all international, national, provincial, federal, state and local laws and regulations governing employment insurance, workers' compensation, employer's liability, industrial accident, labour and taxes. Developer shall maintain employees' compensation insurance for its employees in the amount required by law. Developer shall be responsible for payment of all salary and/or benefits (including but not limited to any mandatory provident fund or other pension related contributions, maternity benefits, sickness allowance and or termination payments) to its employees providing services to Offtaker pursuant to this Agreement. Offtaker shall not be liable for employment or withholding taxes with respect to Developer or any employee of Developer. Furthermore, Developer shall not, by reason of this Agreement, acquire any benefits, privileges or rights under any benefit plans operated by Offtaker or its subsidiaries or Affiliates for the benefit of their employees, including, without limitation, (i) any pension or profit-sharing plans or (ii) any plans providing medical, dental, disability or life insurance protection.
- 20.6.2 Developer shall have no authority to legally bind Offtaker or its Affiliates to any liability or obligation whatsoever. Developer shall advise all persons and entities with whom it communicates on behalf of Offtaker that Developer is only and merely an independent contractor and has no authority to bind Offtaker or its Affiliates.

IN WITNESS THEREOF, the Parties hereto have caused this Agreement to be executed by their fully authorized officers, and copies delivered to each Party, as of the day and year first above stated.

SIGNED AND DELIVERED on
behalf of the above

SIGNED AND DELIVERED on behalf of the
above

(RESCO)

acting through its

Authorized
Signatory,

.....

In presence of
witnesses:

1.

2.

CEO

Valsad District Cooperative Milk Producers
Union Limited Nagpur

.....

In presence of witnesses:

1.

2.