



महाराष्ट्र शासन



REQUEST FOR PROPOSAL(RFP)

**MAHATMAPHULE RENEWABLE ENERGYs INFRASTRUCTURE TECHNOLOGY LTD.
(MAHAPREIT),**

(Subsidiary of MPBCDC, a Government of Maharashtra undertaking)

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

<https://mahapreit.in>

MAHAPREIT/NCI/O&M/RFP-2/2026-27

Selection of an Operation & Maintenance (O&M) Service Provider for a period of **(5)** years for the 3 MW Solar Power Project located at Kelapur, Taluka Wardha, District Wardha, established for the National Cancer Institute (NCI), Nagpur.

2026

DISCLAIMER

1. Though adequate care has been taken while preparing this REQUEST FOR PROPOSAL(RFP) document (inclusive of Formats and Annexures), interested agencies/firms 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 any interested party at least ten (10) days prior to the RFP submission deadline, it shall be presumed that the RFP document is complete in all respects and has been received and examined by the applicant.
2. **MAHAPREIT** reserves the right to modify, amend or supplement the **RFP document**, including all formats and annexures, at any time before the RFP submission deadline. Interested applicants are advised to regularly visit and follow the official website of MAHAPREIT for updated information. MAHAPREIT shall not be obligated to separately notify such amendments, clarifications or notices through print media or individual communication. MAHAPREIT shall not be responsible for any consequences arising due to failure of any party to take note of such updates.
3. While this RFP document has been prepared in good faith, neither **MAHAPREIT**, nor its employees, officers or advisors make any representation or warranty, expressed or implied, or accept any responsibility or liability whatsoever in respect of any statement or omission contained herein, or the accuracy, completeness or reliability of the information provided. MAHAPREIT shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP document.
4. The capitalized terms or any other terms used in this **RFP**, unless otherwise defined herein or repugnant to the context, shall have the same meaning as assigned to them under the **Electricity Act, 2003, Companies Act, 2013, Indian Partnership Act, 1932, Limited Liability Partnership Act, 2008, Income Tax Act, 1961**, and the rules or regulations framed thereunder, as applicable.
5. It shall be the sole responsibility of the interested agencies/firms to ensure the accuracy and completeness of the information furnished in the prescribed formats. Applicants are advised to conduct their own independent due diligence regarding the project, including but not limited to assessing feasibility, verifying the information contained in this document, identifying potential risks or liabilities, and evaluating the suitability of the assignment for their participation.
6. The applicant shall be deemed to have carefully examined all terms and conditions, procedures, specifications, formats, annexures, schedules and attachments included in this RFP document and shall also be deemed to have satisfied themselves regarding the nature and scope of work to be carried out under the assignment, including all relevant policies, regulations, orders of regulatory authorities and other applicable laws governing such activities.

Note- This RFP is issued for the purpose of identifying and as per L1 basis Bidder will be selected. RFP shall be submitted and processed in electronic mode only. instructions to bidder/terms and conditions appearing in this specification only shall be applicable.

Submission of RFP does not constitute a binding commitment on the part of MAHAPREIT to award any contract.

MAHAPREIT reserves the right to accept or reject any or all RFPs without assigning any reason thereof.

The site is ready for inspection. Bidders are advised to visit and inspect the site prior to submitting their bids.

Time Schedule for RFP

S. No.	Particulars	Details
1	RFP No	MAHAPREIT/NCI/O&M/RFP-2/2026-27
2	Project Name	For Selection of an Operation & Maintenance (O&M) Service Provider for a period of (5) years for the 3 MW Solar Power Project located at Kelapur, Taluka Wardha, District Wardha, established for the National Cancer Institute (NCI), Nagpur.
3	Cost of RFP Document (Non-Refundable)	Rs. 5000/- (+18% GST)
4	EMD Amount (Refundable)	The Earnest Money Deposit (EMD) shall be Rs. 1,00,000/- (Rupees One Lakh only). However, exemption from submission of EMD shall be allowed to MSME bidders, provided they are registered for activities related to Operation & Maintenance (O&M) services of Solar Power Plants and submit valid supporting documentary evidence in support of such registration. In case the successful bidder has availed EMD exemption, the bidder shall be required to submit the applicable Performance Bank Guarantee (PBG)/Security Deposit (SD) to MAHAPREIT upon issuance of the Letter of Award (LOA) or before signing of the Agreement, as applicable. In case the successful bidder has submitted the EMD, the said EMD amount shall be released/refunded after submission of the required Performance Bank Guarantee (PBG)/Security Deposit (SD) to the satisfaction of MAHAPREIT.
5	Start date of downloading RFP	02/10/2026 16:00 hrs
6	Date and Time of On Line/Offline Pre-bid meeting	No pre bid meeting
7	Last date of submission	15/10/2026 – 15:00 hrs

	of proposals in response to RFP	
8	Time and Date of opening of RFP	16/10/2026 – 15:00 hrs
9	Contact No in case of any queries	8879770715
10	Email id for Clarification of RFP	cgm.re1@mahapreit.in
11	Tender processing fees (Non-Refundable)	10000 +18% GST=11800
12	The Tender Processing Fee shall be paid through the designated bank account, and the payment receipt must be enclosed with the Technical Bid. Bids without the required payment receipt shall be treated as non-responsive. (The bidder shall submit the payment receipt along with the Technical Bid document.)	Bank of Maharashtra Account Details for payment of bid processing fee: Name: MAHATMA PHULE RENEWABLE ENERGY INFRASTRUCTURE TECHNOLOGY LTD. Account No: 60436723381 IFSC: MAHB0000164 Kalanagar Bandra branch

BACKGROUND

- I. Mahatma Phule Renewable Energy and Infrastructure Technology Ltd (MAHAPREIT) - MAHAPREIT was set up in April 2021 to venture into RE and Green technology areas and infrastructure projects as fully owned subsidiary of MPBCDC and the Govt. of Maharashtra has allowed to take up RE and Green energy, Infrastructure projects on Govt. to Govt. basis (G2G basis) vide GR dated 10th July 2023. Government of Maharashtra has set up the "Mahatma Phule Backward Classes Development Corporation on July 10, 1978 under the Companies Act, 1956, with the main objective of accelerating the economic upliftment of the economically weaker families of SC communities in the State of Maharashtra. The ratio of shareholding between State and Central Government is 51:49 % respectively having authorized share capital of Rs. 1000 Crore.
- II. MAHAPREIT having objectives to establish and carry-on business of Generating, Trading, Operating, Leasing and Renting Renewable Power Projects, mainly but not limited to Solar Power Projects including Solar Parks along with sub-stations and transmission lines on ownership and/or build, own and transfer basis. Further objects are to establish and/or carry on business in relation to Decarbonization and energy efficiency, battery storage solutions, alternative fuel cell technology and climate change issues in accordance with Ministry of New and Renewable Energy (MNRE) schemes/policies or Ministry of Power or any such department of Govt of India (GoI) and its PSU/companies and Govt. of Maharashtra (GoM) Energy dept's Renewable Energy Policy as amended from time to time and all incidental and allied activities required for such business.
- III. NAVYUG SCHEME
MAHAPREIT implements "NAVYUG SCHEME" to get the integrated, inclusive and

comprehensive effects of all the input supports of MAHAPREIT company to the target beneficiaries of MPBCDC Limited as defined from time to time by Govt of Maharashtra. MAHAPREIT undertakes such projects under different verticals like –

1. Renewable Energy with Solar Power, hybrid and RE centric Projects,
2. ESCO model Energy saving Scheme for ULB C Govt of Maharashtra agencies.
3. Agro Processing Value Chain and Biofuels,
4. Affordable Housing, ARHS and schemes under MoUHA, Gol under EWS and PMAY,
5. Highway and Infrastructure Projects,
6. Environment and Climate Change,
7. New and Emerging Technology Projects especially in Green Hydrogen, Futuristic Energy Integration Projects,
8. Software Technology and Application-Based Services and CSR Projects.

National Cancer Institute – Background

Established under the visionary tutelage of Dr Aabaji Thatte Sewa Aur Anusandhan Sanstha (Trust), National Cancer Institute is a quaternary care oncology center. Comprehensive Cancer Treatment, Patient Care and Research through sustainable charity are three key phases that sum up the mission of National Cancer Institute. This facility is spread over 25 acres and is proposed as a 470 bedded quaternary care oncology center, having built-up area admeasuring 9.5 Lacs sq.ft. approximately which will be scalable up to 700 beds in the future. The hospital building will be of 10 levels with an approx. 7 lacs Sq. Ft of built-up area.

- A dedicated and specialized healthcare institution focused exclusively on comprehensive cancer care.
- Provides diagnosis of various cancers through screening, imaging, biopsy, pathology, and other advanced diagnostic procedures.
- Offers complete treatment modalities including surgery, chemotherapy, radiation therapy, immunotherapy, and targeted therapies.
- Delivers both inpatient and outpatient oncology services.
- Equipped with critical care facilities and palliative care services for pain management and supportive treatment.
- Houses advanced diagnostic and laboratory infrastructure.
- Engages in cancer-related research and clinical studies to improve treatment outcomes.
- Imparts training and education to medical and healthcare professionals.
- Conducts cancer awareness, early detection, and preventive health programs.
- Committed to providing affordable and accessible cancer treatment to patients from all socio-economic backgrounds.

DEFINITIONS

“Employer/Owner” means MAHAPREIT.

“O&M Agency/Contractor” means the selected bidder.

“Plant” means 3 MW Solar PV Plant at Kelapur, Wardha.

“Contract” means this RFP, LOA, Agreement and all annexures.

“CUF” means Capacity Utilization Factor.

“Force Majeure” means events beyond control such as natural calamities, war, etc.

Instruction to Bidders

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

Project Information

The solar plant has been commissioned under Corporate Social Responsibility (CSR) funding to support the hospital's existing and projected future energy requirements.

Project Highlights

- Installed Capacity: 3 MW Solar Power Plant
- Purpose: To reduce grid dependency and ensure reliable, clean energy supply for critical hospital operations
- Energy Utilization:
 - Supports high-load medical equipment (radiation therapy units, HVAC, diagnostic systems)
 - Reduces operational electricity expenditure
 - Contributes to sustainability and carbon footprint reduction

The list of materials used for the project is given below:

SN	Description	Make	Qty	UOM
1	Solar PV module 610 Wp Perc half cut Top Con Bifacial module	Tata Power	4919	Nos.
2	Grid Connect Solar String Inverter 220 kW (800V AC, 50Hz with MPPT)	Sungrow	10	Nos.
3	Module mounting structure for ground mount (Pre-Galvanized/Galvalume of Rafter and Purlin, with column posts of HDG 80 micron, HDG fasteners), Fixed Tilt 15deg-(26+26) MMS – 160 KMH	TPSAV	1	Set
4	Monitoring Data Logger with Solar GIS Data	TPSAV	1	Set
5	11 IN 250 A MCCB 01 OUT 2500A EF ACB, 800V, With Eaton switchgear	TPSAV	1	Nos.
6	Y-Harness Connector 30A (Male & Female Pair)	TPSAV	382	Set
7	Installation Kit (Comm. Cable, Inverter Canopy etc.)	TPSAV	1	Set
8	IC X 6Sq.mm Cu DC Cable (Array Interconnection to Inverter)	TPSAV	15003 / Lum sum	M
9	3.5C X 50, 95, 120, 240, 300 Sq.mm. Alu Cable Arm (Inverter to ACDB To LT Panel) As Required to the Site	TPSAV	As Per Design	M
10	MC-4 Cable Couplers (Male & Female Pair)	TPSAV	As Per Design	Set
11	Transformer - IDT - 33KV/800V - 2.5 MVA - Al - ONAN - OCTC - 2W - 5Y	TPSAV	1	Set
12	HT Panel 33KV	TPSAV	1	Set
13	Piling, Transformer, Inverter, ACDB Foundation	TPSAV	As Per Design	
14	Earthing Kit – min 2 Mtr depth, Earthing Strip (25 x 5 mm)	TPSAV	As Per Design	M
15	Lightening Arrestor – ESP Type	TPSAV	1	Set

SN	Description	Make	Qty	UOM
16	Cable Trenching (AC/DC/Earthing)	TPSAV	As Per Design	M
17	Installation & erection of 3MW Solar Power Plant with Evacuation up till Transformer & HT Panel	TPSAV		
18	Monitoring Station – Irradiance – 1 No, Ambient Temp – 1 No	TPSAV	1	Set
19	Water tapping across the plant	TPSAV	1	Set

Total man power to be utilized

Minimum manpower to be deployed for the 3 MW plant: 01 Site In-charge/Engineer, 02 Technicians, 02–03 Module Cleaning Workers, and Security Guards as required for round-the-clock protection (minimum 02 guards per day in 12-hour shifts or equivalent). Admin/HR support shall be arranged by the Service Provider from its office as required.

Location

Solar Power Project located at Kelapur, Taluka Wardha, District Wardha having geographical coordinate- 20°43'36.44"N 78°26'38.58"E

1. SCOPE OF WORK

Comprehensive Operation & Maintenance (O&M) of 3 MW Grid Connected Solar PV Power Plant for 5 Years along with power evacuation system.

The term "Comprehensive" covers the full supply of spares and materials including replacement of faulty spares/material. The manpower required for the operation and maintenance (O&M) of the solar plant & SCADA, including insurance, security, local liaising, statutory requirements (such as the Factory Act and Electrical Inspector regulations, SLDC requirements), etc. which is required/ needed to ensure the smooth operation of the solar plant.

A. Overall Responsibility

The O&M Agency shall undertake operation and maintenance of the 3 MW Solar PV Plant and associated systems to ensure safe, reliable, and efficient operation throughout the contract period.

The O&M Agency shall carry out **limited, service-based O&M activities**, primarily including module cleaning, grass/vegetation control, housekeeping, and maintenance of essential records such as module cleaning registers and related documentation, to support efficient plant performance.

The scope shall include manpower, basic tools & tackles, consumables, minor spares, routine preventive maintenance, limited corrective maintenance, reporting, statutory compliance support, and liaisoning required for smooth plant operation.

Plant Availability and Internal Grid Availability shall be maintained as per the criteria defined in the Agreement.

MTTR (Mean Time to Repair) shall be maintained within:

60 minutes for plant-related minor faults, and

30 minutes for SCADA and communication link (SMB),
applicable only for non-major faults.

☐ The scope shall **not include replacement or repair of major equipment**, such as inverters, transformers, solar modules, or other major electrical systems.

The O&M Agency shall identify such issues, promptly intimate MAHAPREIT/Owner, and maintain proper records for the same.

1. ☐ The O&M Agency shall maintain only **sundry/minor spare parts** required for routine maintenance activities.

2. Yearly Guaranteed generation (considering yearly degradation of solar modules) linked with Available net solar radiation as pe below table:

Annual Energy Generation is calculated based on effective capacity of **3 MW**, considering CUF of 19%:

3 MW × 0.865 × 8760 × 19% CUF = Annual Generation = 4.32MU

Year	Degradation	Expected Generation (MU)
1	0.00%	4.319
2	1.00%	4.276
3	0.40%	4.259
4	0.40%	4.242
5	0.40%	4.225
6	0.40%	4.208
7	0.40%	4.191
8	0.40%	4.174
9	0.40%	4.158
10	0.40%	4.141
11	0.40%	4.124
12	0.40%	4.108
13	0.40%	4.092
14	0.40%	4.075
15	0.40%	4.059
16	0.40%	4.043
17	0.40%	4.026
18	0.40%	4.010
19	0.40%	3.994
20	0.40%	3.978
21	0.40%	3.962
22	0.40%	3.947
23	0.40%	3.931
24	0.40%	3.915
25	0.40%	3.899

3. Access of Owners representative at site and H.O. for all software's, equipment's, Systems & procedures with necessary passwords and subject manuals (same as given to the own contractor's representative or Engineering team or Development team including their third- party service providers)
Information required to be submitted within 24hrs through mail or other media specified by the customer.
24x7 operation, and operator availability by phone/email 24X7
Submission of Operation plan & manufacturers recommendations
4. Modification / Change of equipment / Change of setting in software prior permission of Owner with the confirmation of no loss due to change.
5. No bypass of the system & part / equipment / prior permission required from Owner.
6. Availability of required labourers & competent / trained staff
7. Viewing SCADA rights at site as well as Owner H.O. or a remote monitoring center as Required.
8. No modification in machine / parts / software / clause without prior permission of Owner
9. Any information about operation of equipment to be provided with immediate effect
10. Maintaining and Development of Grass / vegetation under modules for low temperature. Grass cutting before start of summer & monsoon season is in the scope of vendor.
11. Any major repair and rectification work attributable to the O&M contractor, which include works such as possible replacement equipment like inverters, transformer which may need heavy equipment like JCB, Hydra Crane etc.
12. Performance Ratio shall be delivered as per criteria mentioned in the Agreement
13. Plant availability shall be delivered as per calculation criteria mentioned in Agreement

B. Plant & Associated Systems Covered

The scope covers O&M of **all assets installed** at the plant site including but not limited to:

- PV modules, module mounting structures (MMS), fasteners, clamps, cable trays
- String combiner boxes / SMB/SCB (as installed), junction boxes
- Inverters (string/central as installed), inverter accessories & communication
- Transformers (inverter transformer / station transformer), RMU/VCB panels
- LT panels, ACDB/DCDB, UPS/batteries (if any)
- HT/LT cables, terminations, joints, trays, trenches/ducts
- Earthing system, lightning arrestors (LA), surge protection devices (SPD)
- Weather station / pyranometer (if any), meters (ABT/HT), sensors
- SCADA/monitoring system, networking devices, servers, data loggers
- Plant security system (CCTV, lighting, siren, watch tower if provided)
- Civil & infrastructure: boundary fencing/wall, gates, internal roads, drains, water systems (if any), control room/store, switchyard/substation premises

- **33 kV evacuation system up to interconnection point maintenance of plant switchyard**
- **33 kV HT transmission line and complete power evacuation system: Maintenance scope covers any pole collapse, short circuit, line breakdown, or any other fault occurring from the plant up to the DISCOM substation, including all associated transmission infrastructure.**

C. General

- i. MMS Structure alignment nut bolt tightens module alignments if any, twice a year.
- ii. Monitor alarms and site-specific alert parameters.
- iii. Document all O&M activities along with Check list in a workbook available to all service Personnel.
- iv. Update record with preventative maintenance activities and track any problems or Warranty issues and secure the record onsite.
- v. Maintain records & registers of monitoring, troubleshooting as per our /jointly prescribed Format.
- vi. Regular monitoring of Data streaming to SLDC for I/O parameters & SLDC communication from plant internal SCADA, in case of any disconnection to contact govt. authorities and owner.
- vii. Dust removal using blower from server rack, Modem, switches, desktop unit and other equipment's.
- viii. Routine Inspection of cable (OFC, RS485, STP CAT6, Sensor cables) for signs of cracks, defects, loose connections connectors such as RS 485 connectors etc.
- ix. Maintain a log of cumulative power delivery (kWh to date) and chart this value against date. Chart the value even for uneven or infrequent intervals. Explain variation by season or weather. When handling any incidence, the contractor must notify the owner and contact the electric company so that the Govt. can send their own personnel for the activity.
- x. Power factor & TL losses analysis shall be carried out to minimize losses & maintain proper PF on monthly basis.
- xi. The bidder should make sure that the SCADA data availability is more than 90% in order to avoid error in Forecasting & Scheduling.
- xii. The Contractor may ensure adequate insurance of Solar PV systems against robbery, theft and acts of God such as natural calamities, flood etc.
- xiii. Provision of internet connectivity at each block is in the scope of vendor.

D. MIS Norms

- i. DGR to be submitted before 9am via e-mail/ SMS & on ftp server as per the excel format prescribed by Owner for last day records. Daily & hourly generation data sheet along with breakdowns report by email/ SMS Before 8PM.
- ii. Any time revision of format as per Owner needs to be adopted with immediate effect.
- iii. Preparation & submission of Monthly report as per Owner format
- iv. Preparation & submission of Inventory Control & Management (spares consumption)

- v. Preparation & submission of monthly JMR- 00:00 Hrs of every month.
- vi. Preparation & Submission of following Monthly Service Reports
- vii. The parts used & replaced on relevant equipment
- viii. The service performed by company during this activity
- ix. Any abnormal condition observed during operation & maintenance detail report
- x. Detailed analysis of all failures and downtime along with corrective action and preventive action

E. Operation (Day-to-Day)

- i) **24x7 monitoring** (on-site + remote as proposed) for generation, alarms, breakdowns and safety.
- ii) Operate plant equipment as per OEM recommendations and approved SOPs.
- iii) Ensure grid synchronization compliance and maintain plant operating parameters.
- iv) Coordinate planned shutdowns with Owner/utility and minimize downtime.

F. Preventive Maintenance (PM)

- i) Prepare a PM schedule (daily/weekly/monthly/quarterly/annual) for all equipment and get Owner approval.
- ii) Perform PM for:
 - PV modules & MMS (visual checks, tightening, hot spots follow-up)
 - Inverters (filters, fans, diagnostics, firmware/settings only with approval)
 - Transformers & HT/LT panels (IR/megger checks, relay/VCB checks)
 - Earthing & LA testing (as per standards/OEM)
 - SCADA & communication health checks (network, switches, logger, time sync)
 - Maintain checklists and history sheets equipment-wise.

G. Corrective Maintenance & Breakdown Handling

- i) Attend alarms and breakdowns immediately and restore generation at earliest.
- ii) Carry out troubleshooting, repair and replacement of defective parts
- iii) Maintain breakdown register with **fault analysis, corrective action, preventive action**.
- iv) Arrange required lifting/handling equipment (crane/hydra/JCB etc.) whenever needed for maintenance/repairs (as applicable).
 Response time: within **1 hour** of alarm/breakdown.
 Rectification time: within **24 hours** of reporting the fault.
 Major equipment replacement: within **72 hours**.

H. Maintenance Norms

1. Preparation of maintenance checklist Reviewed & approved by Owner
2. Schedule maintenance calendar only in Lean hrs unless as required by the OEM or basis the type of test)
3. Maintenance Report to be generated and maintained. Proper tracking of all maintenance (preventive and corrective) activities to be done

4. Copy of Maintenance Procedures to be maintained & provided to Owner representative
5. Schedule maintenance checklist (Clause for Inclusion of Owner suggestions in future)
6. Preparation of history sheet for individual Equipment's/machines
7. Performance to be calculated at inverter level, and accordingly cleaning cycles/schedules have to be increased. Schedule for cleaning will be reviewed by Owner.
8. Arrangement of respective cleaning tools approved and audited by Owner Cost of damages of Modules/Structures due to improper cleaning methods / water contamination / poor quality tools shall be recovered from O&M Contractor, if attributable to the O&M Contractor.
9. Authority to audit all maintenance procedures by Owner or appointed 3rd party Representative.
10. Penalty clause for NFA (non-fulfillment of agreement) /KPI's-Key performance indicators.
11. Maintenance of general facilities like internal / peripheral Roads / Lines / Water drainage / SS/ water well etc. within the site premises will be kept as it is as handed over at the time of signing Agreement.
12. Providing heavy earth moving equipment's like crane /trailers / Pullers / JCB / Tractor etc. as and when required within prescribed time limit in case of any force Majeure situation / unfavorable climatic conditions
13. Compensation of Generation in case of delay on account of O&M Contractor
14. Deployment of Expert team / O&M Contractor team as and when required for remedial actions
15. No refurbished Spare parts are allowed to be used.
16. Old replaced parts must be kept at one place for inspection of Owner representative for next two months from DOR
17. The Contractor may also maintain a Hindrance Register where reasons for delay may be recorded from time to time and at the time of occurrence of the hindrance and get it duly certified by the Site – in - Charge or his authorized representative.
18. The Contractor shall provide technically suitable tools and tackles for O&M of solar Plant, confirming to relevant BIS safety and technical standards for proper execution of work. MAHAPREIT, in no way, shall be responsible for supply of any tools and tackles for implementation of the work and also to carry out operation & maintenance activities.
19. The Contractor shall notify the Owner in writing of all sub contracts awarded under the contract if not already specified in his offer. Such notification in his original offer or later shall not relieve the Contractor from any liability or obligation under the contract. Sub-Contractor should have requisite Government License for carrying out such part of the work.

I. Spare Part Norms

- i. Preparation & submission of spares list maintained at site with respect to our equipment
- ii. Categorization of Spare list as provided by Owner

- iii. O&M contractor shall replace all the spares used and at no time the inventory of spares is short as per handover list.

J. Training Norms

- 1. All O&M personal to be trained for O&M/EHS and their CV to be shared with owner
- 2. All new induction to undergo training including EHS and approval taken by owner before Induction.

K. Security Norms

- i. Point Plan for security deployment reviewed & approved by Owner & MAHAPREIT site in-charges.
- ii. No. of security guard and gunmen (block wise) to be declared at the start of the contract
- iii. For Surveillance watch Towers- Search Light –siren recommended to be installed by O&M contractor and Phones/ Radio sets / Torches for security to be provided by O&M Contractor.
- iv. Security for Main gate / Control room / Store / Remote points
- v. In case of any theft/burglary FIR shall be lodged by O&M Contractor within a day of incidence. Also, corrective action should be taken with immediate effect for non-repetitive Incident.
- vi. Any loss due to theft fire etc. will be recovered by the security agency.
- vii. Contractor to follow all state law, rules and norms like working hours, overtime, minimum wages, etc. and ensure all compliances. Any penalty due to non-compliance will be borne by the contractor
- viii. Necessary security equipment to be provided by O&M Contractor

L. Module Cleaning & Site Housekeeping

- i) Execute module cleaning with approved methods/tools and water quality as per module OEM. Module cleaning shall be carried out **minimum 2 cycles per month for the entire 3 MW solar plant.**
- ii) Water for cleaning shall be taken from the bore well/ water well the provision of water has been considered in O&M Contractor's scope. It has to be locally arranged by the O&M Contractor. Water used for cleaning should meet the standards as desired by the owner/ module design specifications.
- iii) Maintain cleaning records block/array-wise.
Vegetation control (grass cutting) and housekeeping inside plant premises. Grass cutting and vegetation removal inside the solar plant area, around module tables, inverter stations, cable trenches and pathways shall be carried out at least **once every month**, and **more frequently during monsoon or whenever required** to ensure safe operation and prevent shading of modules.
- iv) Maintain internal roads, drain and water channels to avoid waterlogging.
Maintain internal roads, drain and water channels to prevent waterlogging. The same shall be **inspected at least once every month and maintained/cleaned as required**, and any damages shall be **rectified within 7 days of identification.**

M. Spares, Consumables & Inventory Management

- i) Prepare **recommended spares list** (critical/fast moving/insurance spares) and maintain minimum stock at site.
- ii) Ensure no shortage of critical spares required for continuity of operation.
- iii) Provide consumables: fuses, lugs, glands, ties, lubricants, filters, indicators, cleaning consumables, etc.
- iv) Maintain store ledger, inward/outward register, consumption report.
- v) Supply and replenishment of consumables.

N. SCADA / Monitoring / Reporting

- i. Complete Access to Owner representative for viewing all parameters & downloading
- ii. List of faults to be viewed & saved in SCADA system with time
- iii. Maintaining ISP connectivity for connectivity.
- iv. Maintaining ISP connectivity for Data telemetry to SLDC.
- v. Maintaining Data tags dispatch to Forecasting purposes separately.
- vi. SCADA reports to be prepared in line with the owner's requirement
- vii. Access to all SCADA reports to be provided to the owner, and the same should also be shared on regular intervals.
- viii. Ensure uninterrupted SCADA functioning with required tags/alarms/logs.
- ix. Maintain communication from field devices up to SCADA and remote access (if required).
- x. Ensure data availability and quality for generation reporting and compliance.
- xi. Provide access rights to Owner for viewing/downloading reports.

O. Performance Monitoring & Loss Reduction

- i) Monitor PR, CUF, inverter-wise performance, string/array losses and corrective measures.
- ii) Carry out periodic performance analysis and submit **root cause analysis** for underperformance.
- iii) Recommend optimization actions (cleaning cycle, maintenance actions, replacement needs).

P. Testing, Inspection & Health Assessment

- i) Periodic thermography of modules and electrical equipment and action closure.
- ii) Periodic string testing/I-V curve testing (as feasible and agreed) with annual health report.
- iii) Calibration/testing of sensors/meters/instruments as per OEM/standards.

Q. Statutory Rules and Standards

- i) Comply with applicable laws and safety standards (Electrical safety, labour laws, PPE, work permits, etc.).
- ii) Conduct toolbox talks, safety trainings, mock drills and maintain records.
- iii) Ensure fire safety system readiness (extinguishers/refilling, alarms if any).

- iv) Maintain statutory registers and comply with Electrical Inspector/CEIG requirements (as applicable).

R. Warranty management:

In the event of any warranty claim raised by the Company, the Contractor will facilitate Company and/or its Insurance agency/agent and/or authorized personnel, with all relevant site details, event details, and site operational data. Any direct and/or indirect expenses, including miscellaneous expenses, shall be borne by the Contractor.

S. Liaisoning & Utility Coordination

- i) **Liaisoning with DISCOM/SLDC/CEIG/local authorities** for operational issues, shutdowns, metering and compliance shall be within the scope of the **O&M Service Provider**.
- ii) The **O&M Service Provider** shall support the Owner during inspections or audits carried out by statutory authorities.
- iii) **Liaisoning with Federal / State / Local Authorities** such as **SLDC, EB, CEIG, Panchayat, Police, Forest Department, Labour Department, Tehsil Office, Factory Inspector, MSEDCL, MSETCL, Local Gram Panchayat, etc.** shall be within the scope of the **O&M Service Provider**.
- iv) **Liaisoning and obtaining necessary approvals from CEIG** from time to time shall be in the scope of the **O&M Service Provider**. All statutory charges, including fees payable through **Demand Draft / NEFT / RTGS or any other approved payment mode where the receipt is in the name of the Owner**, shall be borne by the **O&M Service Provider**, and other liaisoning charges shall also be borne by the **O&M Service Provider**.
- v) **Liaisoning for Data Telemetry compliance** as per the respective **SERC / SLDC notifications** shall be in the scope of the **O&M Service Provider**. All charges in this regard shall be borne by the **O&M Service Provider**, except fees and penalties payable through **Demand Draft / NEFT / RTGS**, which shall also be borne by the **O&M Service Provider**.
- vi) **Local liaisoning with village authorities and local residents** to ensure that no **Right of Way (ROW)** issues arise shall be within the scope of the **O&M Service Provider**, subject to no prior commitments.
- vii) The **O&M Service Provider** shall coordinate with **EB / Grid Authorities** in case of **external grid or substation faults and scheduled outages**.
- viii) Liaisoning with MSEDCL and its testing authorities shall be carried out by the **O&M Service Provider**. Replacement of failed **metering CTs, PTs, ABT meters, etc.**, and **CT/PT testing and annual ABT meter calibration charges** shall be borne by the **O&M Service Provider**.
- ix) **Liaisoning with the Factory Inspector / Electrical Inspector** for factory license issuance, renewal and other statutory compliances shall be within the scope of the **O&M Service Provider**. Required government fees where the receipt is in the name of the Owner shall be borne by the **O&M Service Provider**.
- x) For **DISH (Directorate of Industrial Safety and Health)**, **appointment of Occupier under the Factories Act, 1948** and timely renewal of factory license

shall be within the scope of the **O&M Service Provider**. All applicable charges shall be **borne by the O&M Service Provider**.

T. EHS Norms

- I. **Owner's EHS norms** shall be followed at all times by the O&M Service Provider.
- II. **EHS weekly meetings** shall be conducted regularly to maintain awareness and ensure compliance with safety procedures.
- III. **Submission of Monthly Reports** shall be carried out as per the standard format Performance Guarantee (PG) test
- IV. **Regular mock drills** shall be conducted for health and safety procedures to ensure preparedness in case of emergency.
- V. **Maintaining greenery** near the **Yard / MCR area** and plantation of trees/plants shall be carried out by the O&M Service Provider.
- VI. **Police verification, medical fitness, and periodic medical check-up of O&M manpower** shall be mandatory and shall be within the scope of the O&M Contractor.
- VII. The O&M Contractor shall ensure **proper functioning of the fire alarm system and timely refilling/replacement of fire extinguishers**.
- VIII. The Contractor shall provide **necessary and adequate safety measures**, including **Personal Protective Equipment (PPE)** and precautions to avoid any accident that may cause damage to equipment/material or injury to personnel. **MAHAPREIT shall not be responsible for any such accidents.**

U. Security

- i) Provide security manpower and deployment plan (gate, patrol, night vigilance).
- ii) Maintain CCTV/lighting and ensure incident reporting (FIR etc. if required).
- iii) Theft/fire incident handling with immediate notification to Owner and corrective actions.

V. Manpower Norms

1. Preparation & submission of manpower / infrastructure Plan reviewed & approved by Owner
2. Deploy adequate and competent manpower at Site to ensure seamless operation of the Plant
3. Recruit skilled personnel's & train for solar specific requirement
4. Manpower for security and technical staff with prior intimation to Owner & No change in manpower without Owner intimation
5. All tools / tackles / communication / Safety gadgets & transportation within Project to be provided individually by O&M Contractor
6. Insurance for every employee, medical facility & Medi-claim group insurance must be provided by O&M agency.
7. Deployment of manpower within 45 days from its retrenchment date
8. Annual Performance assessment to be carried out
9. No transfer/Shuffling of employees between O&M Contractor sites until & unless intimated to Owner.

10. Replacement of employee for unsatisfactory performance within 45 days of notice by Owner
11. MAHAPRIT shall not be responsible and not liable to pay any compensation due to stoppage of work as a reaction from local public due to any undue action on the part of the Contractor causing annoyance to local people.

W. Handing Over at Contract End

- i) Hand over plant in good operating condition (normal wear & tear allowed).
- ii) Submit updated drawings, manuals, maintenance history, spares status, test records.

X. Testing related

- i. I-V Curve Testing: I-V Curve Testing of total Modules / strings on & to Prepare yearly PV analysis report. By use of PV analyzer is in the vendor's scope.
- ii. Thermography: Thermography imaging of PV Modules and Electrical Circuits is in a Year or twice as per agreed methodology (preferably by drone). Analysis of thermography report and corrective action.
- iii. Equipment Testing and Calibration as per OEM recommendations.is in the scope of vendor.
- iv. Compliance to all labour laws including to 3rd Party contractor employees like Security guards, Workers, Labourers etc. To deploy reputed Security agencies is in the scope of O&M contractor such as MSF. Mescoco, etc. Labour & electrical licenses are in the scope of O&M contractor.

2. QUALIFYING CONDITIONS

Company Nature-

Any Bidder, which is a Company constituted under the Companies Act, 1956 or 2013 in India or as per an equivalent law for the foreign Bidders can submit their Bids. A Bidder can participate as a Single Bidder.

QUALIFICATION CRITERIA OF THE BIDDER

A. Experience Criteria

The bidder must have a minimum of 5 years of experience in operation and maintenance of grid-connected Solar PV plants, including at least one ground-mounted solar plant of minimum 5 MW Capacity, and cumulative O&M experience of 10 MW during the last 5 years, supported by relevant Work Orders along with satisfactory Performance Certificates from the owner of the solar power plant shall be submitted.

B. Financial Criteria

The bidder shall have an Average Annual Turnover of minimum **₹15 Crores** during any three financial years out of FY 2023-24, 2024-25, 2025-26.

The bidder shall have **Positive Net Worth**.

CA-certified Turnover & Net Worth Certificate shall be submitted.

C. Technical Manpower Capability

The bidder shall have adequate qualified technical personnel on payroll, including:

At least One (1) Graduate Engineer (Electrical / Electrical & Electronics / Energy / Power Systems) with minimum 2 years' experience in Solar O&M.

Skilled Technicians / Supervisors experienced in inverter, transformer and HT/LT maintenance.

The bidder shall submit:

- Organization structure
- CVs of key personnel
- Electrical Contractor License (if applicable)

D. Statutory & Legal Compliance

The bidder must possess:

- Certificate of Incorporation of the Company
- Valid PAN
- GST Registration
- EPF & ESIC Registration (if applicable)
- Labor License (if required)

The bidder shall comply with:

- Electrical Inspector regulations
- Factory Act (if applicable)
- Local statutory requirements
- Electrical Contractor Licence
- ESIC and PF Registration with Latest Challan.

E. Blacklisting Declaration

The bidder should not have been blacklisted / debarred by any Central Government / State Government / PSU / Statutory Authority in India. A self-declaration on company letterhead shall be submitted.

F. Technical Evaluation

- The Technical Bids shall be opened first and evaluated as per the Technical Eligibility Criteria specified in the RFP
- Only those bidders who meet all the eligibility requirements shall be declared as Technically Qualified.
- Financial Bids of only the Technically Qualified Bidders shall be opened.

G. Experience Consideration

Experience shall be considered only for those projects where Completion Certificate / Work Order / Contract Agreement has been issued.

The bidder must submit:

- a. Copy of Letter of Award / Work Order / Contract Agreement.
- b. Completion Certificate or documentary evidence issued by the Client/Authority.
- c. CVs and experience certificates of key technical personnel.

3. GENERAL INSTRUCTIONS TO APPLICANT BIDDERS:

The Applicant bidder should download Main RFP Document from the website. <https://mahatenders.gov.in/nicgep/app>

- i. All applicants are cautioned that incomplete information in the application or any change(s) made in the prescribed forms will render application to be treated

as non- responsive.

- ii. The Main RFP Document shall be typed on applicant's letterhead and uploaded the scanned copy.
- iii. Any overwriting or correction shall be attested. All pages of the Main RFP Document shall be numbered and should be submitted as package with a signed letter of transmittal.
- iv. All the information must be filled in English language only.
- v. Information and certificate(s) furnished along with the application form (the respective application that vouches to the suitability, technical know-how and capability of the applicant) should be digitally signed by the applicant.
- vi. The applicant is encouraged to attach any additional information, (PDF copies of similar job orders which were already carried out, regarding his capabilities). No further information will be entertained after submission of Main RFP Document unless it is requested by MAHAPREIT.
- vii. The Main 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.
- viii. The cost incurred by the applicant in preparing this offer, in providing clarification or attending discussions, conference in connection with this document, shall not be reimbursed by the MAHAPREIT under any circumstances.

4. METHOD OF APPLYING.

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

5. 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 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.

6. EARNEST MONEY: (EMD/SD)

All Bidders shall pay the entire Earnest Money Deposit (EMD) through online e-payment on the tender web portal. After evaluation of eligibility, the EMD of the successful Bidder shall be converted into a Security Deposit of **Rs. 1,00,000/- (Rupees One Lakh only)** and shall be retained by MAHAPREIT for the entire O&M period of **5 years**. The EMD of unsuccessful Bidders shall be refunded after completion of the bidder selection process.Z

In the case of **MSME organizations**, exemption from payment of EMD shall be considered subject to submission of valid MSME registration documents. However, **if an MSME bidder is selected, they shall be required to submit the Security Deposit of Rs. 1,00,000/- (Rupees One Lakh only) separately to MAHAPREIT.**

7. MANNER OF SUBMISSION OF RFP AND ITS ACCOMPANIMENTS

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

8. Risks

I. Risk Assumption:

The assumption of risks by the **Owner regarding the equipment, components and parts of the 3 MW Crystalline Technology Solar PV Plant** and O&M subject to this Contract shall become effective from the **start of the O&M period**. The O&M Contractor shall therefore obtain, at its own cost, the corresponding **insurance policies to cover such risks**, in accordance with the provisions of this Contract.

II. Without limitation, the O&M Contractor shall be responsible for the care, safety and preservation of the Plant from the commencement of the O&M Contract until the expiry of the Contract period.

III. In addition to the above:

- The **O&M Contractor shall provide and maintain, at its own expense, security personnel and other arrangements including fencing, lighting etc. wherever necessary** for protection of the **3 MW Solar PV Plant** and for the safety and convenience of personnel working at the plant.
- From the **commencement to completion of the O&M works**, the O&M Contractor shall take **full responsibility for the care of the 3 MW Solar PV Plant**, including all O&M related works. In case any **damage, loss or injury** occurs to the plant or any part thereof from any cause whatsoever, the **O&M Contractor shall repair and make good the same at its own cost**, so that the plant remains in good operating condition and in conformity with the requirements of the Contract and the instructions of **MAHAPREIT**.

9. Liabilities of the O&M Contractor

I. Personal Liability

II. The O&M Contractor shall be liable for any death or injury to persons, directly attributable to the default of the O&M Contractor, whether they are employees, contracted personnel or subcontracted workers. The Contractor shall comply with all applicable laws in force. **MAHAPREIT shall not be responsible for such occurrences.**

III. In case of any serious labour accident involving the O&M Contractor's personnel at the Site, the O&M Contractor shall immediately notify the Owner and take all necessary corrective measures.

10. Liability for Damages

- I. The O&M Contractor shall be **liable for any loss or damage to the Plant and/or any assets belonging to MAHAPREIT or a third party at the site**, caused due to the default of the O&M Contractor.
- II. If the O&M Contractor or its subcontractor damages or destroys any property belonging to **MAHAPREIT or others at the Site**, the same shall be **repaired or replaced at the Contractor's expense**. In case of default, **MAHAPREIT may get the work done through another agency and recover the cost from the O&M Contractor**.

11. Labour and Social Liabilities

- I. The O&M Contractor shall provide proof to the Owner that it complies with all **labour laws and statutory obligations** regarding its personnel or subcontracted workers, including **Social Security, labour insurance and accident insurance**.
- II. The O&M Contractor shall be responsible for **payment of wages, benefits and statutory dues** to its personnel engaged in execution of the O&M Contract and shall comply with all **government rules and regulations**.

12. Health and Safety Liabilities

- I. The O&M Contractor shall comply with all **health and safety laws, rules and regulations** applicable at the time of signing and during the execution of this Contract. The O&M Contractor shall provide **adequate safety measures including PPE and safety procedures** to avoid accidents that may cause damage to equipment or injury to personnel.
- II. **MAHAPREIT shall not be responsible for such accidents unless directly attributable to MAHAPREIT**. Any **hazardous material used during O&M activities** shall be disposed of in compliance with **Maharashtra Pollution Control Board (MPCB) regulations**.
- III. The O&M Contractor shall provide all **necessary tools and tackles** conforming to relevant **BIS safety and technical standards** for proper execution of work. **MAHAPREIT shall not be responsible for supplying such tools and tackles**.
- IV. The O&M Contractor shall prepare and maintain a **Health and Safety Plan** covering the entire execution of O&M activities and coordinate with the relevant authorities.
- V. The Owner may **inspect the Site at any time** to verify compliance with safety obligations and may **stop any work carried out under unsafe conditions**.
- VI. The O&M Contractor shall assume full responsibility for **health and safety of subcontractor employees** and shall indemnify the Owner against any liabilities arising from such matters.

13. Environmental Liabilities

- I. The O&M Contractor shall comply with all **environmental laws and regulations** and shall be responsible for consequences arising from any violations.
- II. The O&M Contractor shall ensure **proper disposal of packaging materials and industrial waste** generated during O&M activities in accordance with environmental regulations.

14. Other Liability Provisions

- I. **MAHAPREIT Not Liable to Pay Compensation**

The O&M Contractor shall have **no claim against MAHAPREIT for damages or compensation** for failure or omission beyond the control of MAHAPREIT.

- a) Employees and officers of **MAHAPREIT shall not be personally liable.**
- b) No office bearer of **MAHAPREIT shall be personally responsible** for obligations under the Contract.

15. Consortium

Consortium participation is not permitted.

16. Insurance

The O&M Contractor shall obtain and maintain the following insurance throughout the Contract period.

- I. Workmen Compensation / Group Personal Accident Insurance covering employees and subcontractors.
- II. Third Party Liability Insurance.
- III. Insurance covering personal injury or death of employees during employment.
- IV. Insurance covering **fire, earthquake, flood, machinery breakdown, theft and natural calamities** for assets under O&M of the **3 MW Solar PV Plant**.
- V. The O&M Contractor shall maintain such insurance at its own cost throughout the O&M period with **reputable insurance companies**. The insurance policies shall be obtained from any insurance company approved by the **Insurance Regulatory and Development Authority of India (IRDAI).**
- VI. At the beginning of each year, the O&M Contractor shall provide proof of **adequate insurance coverage** for the **3 MW Solar PV Plant**
- VII. Any **increase in premium or deductible amounts** shall be borne by the O&M Contractor.
- VIII. The **beneficiary of the insurance policies shall be the Owner NCI/ (MAHAPREIT)**, whose rights may be assigned to financial institutions if required.
- IX. In case of **loss, theft, fire or damage**, the O&M Contractor shall lodge insurance claims and file FIR with local police if required.
- X. The O&M Contractor shall **arrange replacement or rectification of materials even if the insurance claim is unsettled** so that plant operations are not affected. The final settlement with the insurance company shall be handled by the O&M Contractor.
- XI. **The Bidder shall be liable to take/maintain comprehensive insurance for their personnel associated with this job at their own cost. The details of the same shall be furnished to the MAHAPREIT.**
- XII. Burglary and House Breaking Insurance Policy (Plant and Machinery to Be Covered) all assets of every kind and description including but not limited to solar PV modules,
- XIII. Standard Fire & Special Perils Policy,
- XIV. Machinery Breakdown Insurance
- XV. Facilitate plant insurance documentation/claims process and incident reporting.

XVI. Support surveyor visits and provide required technical data.

XVII. Insurance Facilitation: In case of any action / activity requiring insurance claim, the Contractor will facilitate the visits and all types of documents required. Any shortfall from the insurance claim to be made good by the contractor

17. O&M Contractor and Subcontractor Staff

I. **O&M Contractor Staff-** The O&M Contractor shall execute the scope of this Contract using qualified personnel who are either on its payroll or hired for the purpose. The Contractor shall provide the Owner (MAHAPREIT) with the relevant supporting documents regarding such personnel whenever required. The O&M Contractor shall also provide any information requested by public authorities having jurisdiction over the Site or Project regarding personnel employed at any time by the O&M Contractor or its subcontractors.

II. The O&M Contractor shall comply at all times with all applicable labour laws, social security regulations and collective agreements.

III. The O&M Contractor shall provide proof of compliance with such obligations whenever required by MAHAPREIT. In the event the O&M Contractor fails to provide such proof within fifteen (15) days of formal notice, the Owner may withhold payments limited to the extent of any penalties or liabilities arising due to such non-compliance until the O&M Contractor submits the required proof. The withheld amount shall not carry any interest.

IV. Subcontractors

- a. The O&M Contractor may subcontract specific portions of the work to qualified specialists or contractors, without affecting its responsibilities as the **primary contractor** for execution of the Contract.
- b. In case any subcontractor is engaged, such subcontractor must possess the necessary government licenses and approvals for performing the assigned work. The O&M Contractor shall notify MAHAPREIT in writing of all subcontract agreements awarded under the Contract.
- c. However, such notification shall not relieve the O&M Contractor of its liabilities and obligations under this Contract. The O&M Contractor shall not subcontract the entire scope of O&M work under this Contract.
- d. The O&M Contractor shall ensure that all subcontractors comply with **applicable legal requirements**, particularly those relating to **labour laws, insurance, health and safety regulations**, and other statutory provisions.
- e. The O&M Contractor shall remain **fully responsible for the acts, omissions and work of its subcontractors**, as if the same were carried out by the O&M Contractor itself.
- f. The O&M Contractor shall ensure that all subcontract agreements contain a clause allowing the **Owner (MAHAPREIT)** to **subrogate such agreements** under the same terms in case of termination of the O&M Contract.
- g. The Owner shall also have the right to make **direct payment to subcontractors** on behalf of the O&M Contractor if the Contractor fails to meet its obligations without justified cause. The Owner shall notify the Contractor of such intention.
- h. Within **fifteen (15) days** of receiving such notice, the O&M Contractor may raise justified objections. In absence of valid objection, the payments made by the Owner shall be **deducted from the amounts payable to the O&M Contractor**.

- i. **The O&M Contractor shall indemnify and keep the Owner (MAHAPREIT) free from any liabilities arising from claims, disputes or legal actions initiated by subcontractors.**

18. Short closing: In case your performance is poor in maintaining delivery schedule, quality/quantity of material/work, the undersigned reserves the right to short close the order. No claim or requests will be entertained. MAHAPREIT reserves the right to terminate/ short close the contract in the interest of MAHAPREIT

19. CONFLICT OF INTEREST

- a. The selected Organization/Groups should provide transparent, professional, objective, impartial service and hold MAHAPREIT's interest paramount with utmost integrity.
- b. The selected bidder shall not deploy former contractual employees who have served MAHAPREIT.
- c. 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.
- d. Non-disclosure of such an association will lead to termination of Agency.

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

- I. Scanned copy of Income Tax Return for the last 3 financial years.
- II. Scanned copy of Registration or Article of Association and Memorandum of Association of Firm/Organization.
- III. Scanned copy of Power of Attorney authorizing representative to act on behalf of the firm/Organization
- IV. 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
- V. Undertaking duly signed on letterhead of the firm and scanned copy in ANNEXURE.
- VI. 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 / Private Organizations.
- VII. Scanned Copy of duly signed RFP
- VIII. Signed and scanned copy of all pages of RFP documents
- IX. Scanned copies of ANNEXURES (Duly Signed and Affixed with Firm Seal).
- X. Relevant Supporting documents issued by the Competent Authority must be uploaded for all information given in the prescribed proforma.

21. BID EVALUATION CRITERIA:

- i) Only technically qualified bidders shall be considered for financial bid opening.

- ii) The tender shall be evaluated on L1 basis, and the contract shall be awarded to the lowest quoted bidder among technically qualified bidders.
- iii) The financial bids of only those bidders who meet the technical eligibility criteria shall be opened.
- iii) In case L1 bidder fails to accept LOA, the same shall be offered to L2, subject to matching L1 rates, and so on.

22. CLARIFICATIONS:

The clarification (s), if any, may please be sought separately from either Chief General Manager CGM RESCO II, CGM (IT) MAHAPREIT, MUMBAI cgm.re1@mahapreit.in

23. 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.

24. CLARIFICATION OF BIDS

- i. To assist in the examination, evaluation, and comparison of Bids, the Competent Authority may, at his discretion, ask any Bidder for clarification of the submitted Bid.
- ii. No Bidder shall contact the Employer on any matter relating to its bid from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Employer, it should do so in writing.
- iii. Any effort by the Bidder to influence the Competent Authority in the Competent Authority's bid evaluation, bid comparison or contract award decisions may result in the rejection of the Bidders 'Bid.

25. ACCEPTANCE OF OFFER:

After evaluation of the technical eligibility criteria under this RFP, the technically qualified bidders eligible for financial bid opening 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.

SIGNING OF CONTRACT 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.

26. 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.

- I. Successful Bidder fails to give various undertakings and declarations given in the RFP document.
- II. Successful Bidder fails to sign Agreement in PRESCRIBED PROFORMA.
- III. Submitting wrong information/documents.
- IV. MAHAPREIT reverse the rights regarding EMD Refund and Forfeiture of EMD.

27. OTHER GENERAL INSTRUCTIONS:

- I. Completed documents can be submitted on the on the following Web address: <https://mahatenders.gov.in/nicgep/app>
- II. Incomplete Schedules /Forms and without necessary details and enclosures are liable to be rejected.
- III. The language for submission of document shall be English.
- IV. The enclosed Annexure shall be filled in completely and wherever no applicable it should be written as Not Applicable.
- V. The person signing the document submission on behalf of the Applicant shall enclose Power of Attorney duly authorized and notarized for the same.
- VI. Financial data should be given in Indian Rupees only.
- VII. In case the Applicant intends to give additional information for which specified space in the given format is not sufficient; it can be furnished in an enclosed sheet.
- VIII. All the pages of this document and Annexure should be signed and corrections should be counter-signed by the authorized signatory. No over writing is permitted.
- IX. MAHAPREIT reserves the right to cross-check and confirm the information details furnished by the applicants in the document by making suitable communication with the concern authorities
- X. MAHAPREIT reserves the right to annul the RFP document process, or to accept or reject any or all the proposals in whole or part at any time without assigning any reasons and without incurring any liability to the affected Bidder(s) or any obligation to inform the affected Bidder(s) of the grounds for such decision.
- XI. The document in complete in any respect or without supporting documents

will be treated as non-responsive and is liable for rejection.

28. PENALTY CLAUSE:

The O&M Service Provider shall ensure that the Solar Power Plant achieves the annual energy generation specified in the Expected Generation Table for each contract year, corresponding to a minimum CUF of 19%.

At the end of each contract year, the actual energy generation achieved shall be compared with the expected generation specified for the respective year. In the event that the actual generation is lower than the expected generation, the generation shortfall shall be calculated as follows:

Shortfall = Expected Generation – Actual Generation

(as per the scope of work under Clause 1.A.3)

In case of such shortfall, penalty shall be imposed in accordance with the terms and conditions of this Agreement, subject to a maximum limit of 10% of the annual O&M charges.

The rate and methodology for calculation of penalty charges (in INR) shall be finalized and incorporated in the final Contract Agreement with the

successful bidder. For the purpose of penalty assessment, generation loss shall be considered only where such loss is attributable to inadequate module cleaning/soiling (dust accumulation) and grass or vegetation growth on or around the solar PV modules. Generation loss arising from any other reasons, including but not limited to failure of major equipment such as inverters, transformers, solar PV modules, grid unavailability, or any other external or system-related factors, shall not be considered for penalty calculation.

While assessing annual generation performance and applicability of penalties under this Agreement, MAHAPREIT shall duly evaluate and consider the impact of any Force Majeure events.

29. FINAL DECISION-MAKING AUTHORITY:

The Competent Authority of MAHAPREIT reserves the right to accept or reject any or all the offers in part or full for this RFP without assigning any reasons thereof and his decision will be final. MAHAPREIT reserves the right to place order to bidder at the rate of L1 bidder which is decided after final negotiations. MAHAPREIT reserves the right to accept/reject any bid in part or in full or all the bids without assigning any reasons thereof

30. AMENDMENT OF RFP DOCUMENTS:

a) At any time prior to the deadline for submission of RFPs, MAHAPREIT for any reason whether at their own initiative or in response to a clarification required by any prospective Bidders may modify the RFP documents.

b) The amendment shall be part of the RFP documents and will be notified by publication in the MAHAPREIT and will be binding on the prospective Bidders.

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

31. TERMS OF PAYMENT

a. No advance payment will be released.

- b. Payment shall be released on monthly basis subject to:
 - i) Submission of monthly O&M report
 - ii) Attendance and manpower deployment report
 - iii) Preventive Maintenance and breakdown Maintenance. report along with major events report.
 - iv) Module cleaning cycle report.
 - v) Satisfactory performance
- c. Bidder to submit monthly invoice complete with all respect along with generation report duly signed by concerned MSEDCL authority within one week of subsequent month.
- d. No interest shall be payable on delayed payments.

MAHAPREIT shall release payment within 30 days from submission of invoice and required documents.

32. PERFORMANCE BANK GUARANTEE

The bidder shall be required to submit a contract Performance Bank Guarantee (PBG) of 5% of Annual contract value in the form of a Demand Draft from Indian Nationalized Bank in favor of “**Mahatma Phule Renewable Energy and Infrastructure Technology Limited**” payable at Mumbai. The proceeds of the performance guarantee shall be payable to the MAHAPREIT as compensation for any loss resulting from the Bidder’s failure to complete his obligations under the contract. The performance guarantee shall be returned within a period of 90 days after successful completion of Bidder’s obligations under the contract.

33. PRICE ESCALATION

The O&M charges shall be escalated at the rate of 5% per annum on the base year price for the entire contract period.

34. INDEMNITY

The O&M Agency shall indemnify and hold harmless MAHAPREIT from any claims, damages, losses, liabilities arising out of negligence, non-compliance, or breach of contract by the Agency.

35. CONFIDENTIALITY

All data, reports, and information related to the project shall remain confidential and shall not be disclosed without prior written approval of MAHAPREIT.

36. GENERAL TERM AND TERMINATION

This Agreement shall become effective upon signing and shall terminate upon breach of the agreement/work orders. In case any information mentioned in the body of the agreement and in the attached ANNEXURES is misleading and/or incorrect, this agreement will be terminated immediately. Any breach of terms and conditions on the part of Contractor shall be liable for termination of this contract by MAHAPREIT by serving notice of 30 days and in such case the contract shall stand terminated on the expiry of the said notice period.

37. FORCE MAJEURE

No Party to this Agreement shall be held responsible or liable to the other Party for any failure or delay in the performance of its obligations under this Agreement if such failure or delay is caused by events of Force Majeure, including but not limited to acts of God, acts of Government, riots, wars, strikes, fires, floods, explosions, pandemics, quarantine restrictions, court orders, or any other causes beyond the reasonable control of the affected Party. In such cases, the competent authority of **MAHAPREIT shall have the final authority to determine and consider the applicability of Force Majeure.**

38. Other Terms

1. All safety terms and conditions shall be applicable and shall be strictly followed by the Contractor.
2. Due care shall be taken while executing the contract so that no damage occurs to any equipment. In case of any damage, the Contractor shall repair or replace the equipment at his own cost and risk. Appropriate penalty may also be imposed on the Contractor depending upon the extent of the damage.
3. The works detailed herein are brief and for reference only. The Contractor shall carry out all related works as required at site for proper execution of the contract.
4. The work shall be certified by the concerned **Site In-charge or Contract Operating Authority of MAHAPREIT.**
5. The Contractor shall deploy only **technically qualified and competent staff** for execution of the work.
6. The Contractor shall deploy manpower whose **police verification has been completed.** Police verification certificates for all labourers and supervisors shall be submitted within **seven (7) days from the date of receipt of the Work Order.**
7. After receipt of the **Work Order / Letter of Intent,** the Contractor shall report to the concerned Section In-charge for permission to issue **entry gate passes** to labourers and supervisors. A list of staff to be engaged shall be submitted to the Section In-charge.
8. All workmen engaged under this contract shall be properly insured for the nature of work being carried out. **MAHAPREIT shall not be responsible for any type of accident.** The Contractor shall take all necessary precautions to avoid accidents.
9. The Contractor shall provide **necessary safety equipment and PPE** to his staff.
10. During **major breakdowns,** arrangement of additional manpower and team support shall be within the scope of the Contractor.
11. In the event of any **strike or agitation by the Contractor's staff,** the Contractor shall make alternative arrangements to ensure that the work does not suffer. Otherwise, a penalty as deemed fit by **MAHAPREIT** shall be applicable. Such penalty shall be in addition to any other penalties under the Contract.
12. The Contractor shall comply with all applicable **Labour Laws,** including the **Workmen Compensation Act, Contract Labour (Regulation & Abolition) Act, 1970, Factories Act,** and other relevant regulations.
13. **Transportation:** No additional **to-and-fro transportation charges** for execution of the work shall be payable by **MAHAPREIT.** Transportation and conveyance of

the Contractor's staff shall be arranged by the Contractor at his own cost, and no extra claims shall be entertained.

14. **Accommodation:** No accommodation shall be provided by **MAHAPREIT**. The Contractor shall make his own arrangements for accommodation of his staff.
15. The Contractor shall have knowledge of **environmental norms, ISO standards, and applicable safety rules and regulations** related to the work undertaken. The Contractor shall provide all required safety equipment to his staff while working at site.
16. Rules applicable to **prohibited areas** shall also apply to staff engaged for this work.

39. Safety Measures

- i. **MAHAPREIT standard terms and conditions**, including safety requirements for the work, shall be applicable.
- ii. Staff engaged under this contract shall be adequately insured under **Group / Personal Accident Insurance Policy** from a recognized insurance company valid for the entire contract period. **MAHAPREIT shall not be responsible for any accident occurring during execution of the work.** The Contractor shall submit an attested copy of the insurance policy to the **Engineer-in-Charge** before commencement of the work.
- iii. Adequate precautions and safety measures shall be taken during execution of work to prevent danger from electrical equipment and to avoid accidents, mishaps, or damages to men, materials and equipment. In case of any such incident, the **Contractor shall be responsible for compensation.**
- iv. The Contractor shall ensure that **no damage is caused to surrounding equipment or installations** during execution of the work. Any loss or damage shall be recovered from the Contractor.
- v. **MAHAPREIT shall not be responsible to provide employment** to any staff engaged by the Contractor under this contract.
- vi. **Interpretation:** The interpretation or decision of the **authorized officer of MAHAPREIT** on any matter or disputed point shall be **final and binding on the Contractor.**

Jurisdiction of Contract:

This Contract shall be governed by and construed in accordance with the laws of India. Any dispute, difference, claim or issue arising out of or relating to this Contract or its interpretation, execution or performance shall be subject to the exclusive jurisdiction of the competent courts at Mumbai, Maharashtra.

DOCUMENTS COMPRISING THE BID:

- a. The Technical Bid, and the Physical Support Documents.
- b. Latest revision of Bid Specification published by the MAHAPREIT.
- c. Documentary evidence in accordance with Qualifying Requirement
- d. Bid security (EMD).
- e. All Annexures

40. OPENING OF BIDS

- a) The Technical Bid opening will be at the specified time. The evaluation committee would first check the payment of EMD. Any mismatch between

the scanned copy of EMD instruments and the physical instrument would be considered as the basis for rejection of the Bid.

- b) The evaluation committee will then refer the submitted documents for a detailed scrutiny.
- c) Bidders meeting the prescribed Technical Eligibility Criteria shall be considered technically qualified.
- d) Based on the technical evaluation in the technical evaluation, financial criteria, and financial evaluation method, the bidder quoting the L1 price shall be declared the successful bidder for the O&M service
- e) However, depending of work progress and MAHAPREIT reserve right to appoint more than one agencies.

41. POST BIDDING CORRESPONDENCE:

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

42. NOTIFICATION OF AWARD OF CONTRACT:

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

43. SIGNING OF AGREEMENT/ CONTRACT:

- i. The successful Bidder shall have to furnish acceptance of the Letter of Award within 10 calendar days from the Date of issue of Letter of Award. The successful bidder shall have to sign a formal Agreement with the MAHAPREIT within 15 calendar days from the Date of issue of Letter of Award. Under certain circumstances, MAHAPREIT may give extension of time for signing of contract.
- ii. All charges for preparing the contract documents including legal fee, stamp fee etc. shall be borne by the successful bidder.
- iii. If the successful bidder fails to sign the contract, the award of O&M service work will be cancelled and the bid security will be forfeited.

44. DEVIATIONS

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

45. TAXES AND DUTIES

The Bidder shall be liable and responsible for payment of all Income Tax and all other taxes, which may be levied on the Compensation, or any other professional fees received from the MAHAPREIT under the terms of this RFP and

shall keep the MAHAPREIT harmless against any claim/liabilities and outgoing in this behalf.

46. RESPONSIBILITY AND OBLIGATIONS OF THE BIDDER

- i. The Bidder shall be required to render detailed services which are necessary for satisfactory completion of all the areas of the projects in totality.
- ii. The Bidder shall be fully responsible for operability, maintainability and reliability of services provided by him.
- iii. The Bidder shall be fully responsible for the collection of all data to enable him to provide services.
- iv. The MAHAPREIT reserves the right to review the work performed by the Bidder, ask for any clarifications and changes / modifications to the work performed by him. Such changes shall be mutually discussed and agreed between the MAHAPREIT and Bidder and the same shall be incorporated by the Bidder in his work without any cost liability to the MAHAPREIT and without any dilution of the responsibility of the Bidder.
- v. The Bidder shall himself be responsible to collect whatever needed information from the MAHAPREIT at the appropriate stage of his work, for considering the same for his further work / services and / or coordination.
- vi. The Bidder shall be responsible to pursue, expedite and ensure timely submission of all data and documents.
- vii. The Bidder acknowledges that all plans, design calculations, studies, data, maps, drawings, and specifications prepared by the Bidder in connection with the Project is property of the MAHAPREIT and the same shall be handed over to the MAHAPREIT as and when requested by the MAHAPREIT or upon termination of the Agreement or upon completion of provision of the Services.
- viii. The Bidder shall not prepare article(s) or photograph(s) for publication or speeches about the Services without the prior written consent of MAHAPREIT.
- ix. The Bidder shall be the employer of all the personnel engaged directly or indirectly in rendering the Services under the Contract Agreement.
- x. This RFP does not and shall not be construed to create any employer-employee or principal- agent relationship between the MAHAPREIT and any employees, representatives and personnel engaged by the Bidder Firm in the performance of Services.
- xi. The Bidder shall be responsible for payment of all or any expenses including, without limitation, all amounts payable towards pension, annuity, or employment compensation, or any other payment to be made under the Applicable Indian Law and/or otherwise to the professionals, technicians or workmen employed and/or contracted in relation to the provision of Services under the Agreement.
- xii. The Bidder shall defend, hold harmless and indemnify the MAHAPREIT against all or any labour claims or other law suits or proceedings, including those arising out of any accident that occur during or in relation to the

Services as may be filed against the MAHAPREIT for any reason whatsoever and irrespective of the time should have lapsed, assuming full responsibility for the payment of indemnification, penalties, attorneys' fees, legal costs and other charges, if any.

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

47. CONFIDENTIALITY

- a) All reports, records, data, drawings, manuals, and documents prepared or maintained by the O&M Service Provider/Contractor in connection with the Operation and Maintenance services under this Agreement shall be the property of the Owner. Whenever required or upon completion/termination of the contract, all such documents related to the project (including originals) shall be handed over to the Owner.
- b) The Bidder shall take all necessary steps to ensure confidential handling of all matters pertaining to plans, designs, drawings, specifications, method, and any other information developed or acquired by him from the MAHAPREIT under terms of the Contract.

48. JURISDICTION OF THE CONTRACT

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

49. WARRANTY AND LIABILITY OF THE BIDDER

- i. Notwithstanding anything contained in this RFP, the Bidder agrees that they shall be liable for any defect/inadequacy/errors/inability/non-competency etc. in relation to the performance of the Services which are not in accordance to the Good Industry Practices or the provisions of this RFP. In such case, MAHAPREIT may penalize bidder to the extent limited to 10% of the contract value other than the L.D
- ii. The Bidder shall be further liable for the any consequence of errors and omissions arising from the gross negligence on his part or on the part of his employees to the extent limited to 10% of the contract value.

50. DEFECT LIABILITY DURING O&M PERIOD

- 1. The O&M Service Provider shall ensure that the **solar power plant and the associated power evacuation and transmission system are maintained in**

accordance with the contract documents, applicable standards, and good industry practices. The Service Provider shall ensure that the plant equipment and systems remain free from defects arising due to improper maintenance, negligence, or workmanship during the **O&M contract period of five (5) years from the date of commencement of the O&M services.**

2. The O&M Service Provider shall be responsible for identifying, repairing, rectifying or replacing any defective component or part of the plant, including equipment forming part of the solar PV system, transformers, switchgear, cables, structures and the power evacuation line, to ensure reliable operation of the plant. Such rectification, repair or replacement shall be carried out **within 24 hours of fault identification wherever feasible**, and in case of **major equipment failure requiring replacement or special arrangements, the same shall be completed within 72 hours**, so as to minimize loss of generation and disruption of power evacuation.
3. If any component or equipment requires replacement or renewal during the O&M period due to improper maintenance or negligence of the Service Provider, the Service Provider shall **carry out such replacement or renewal at its own cost**, with prior consent of MAHAPREIT wherever required.
4. If the Service Provider fails to rectify any defect or carry out necessary repairs within a reasonable period, **MAHAPREIT shall have the right to undertake such repair or rectification work through another agency at the risk and cost of the Service Provider**, without prejudice to any other rights available under the Contract.
5. Any **special or general overhaul necessitated during the O&M period due to improper maintenance or failure of the Service Provider** shall be carried out at the cost of the Service Provider.
6. Inspection, testing, or acceptance of the plant or equipment by **MAHAPREIT shall not relieve the O&M Service Provider of its obligations and responsibilities under the Contract.**
7. The O&M Service Provider shall be responsible for the **safe operation, protection, and upkeep of the solar power plant and the associated power evacuation system** and shall bear responsibility for **any loss or damage to the plant or equipment occurring due to negligence, improper maintenance, or failure to comply with contractual obligations during the entire O&M period of five (5) years.**

51. INDEMNITY

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

- i. Damages and losses caused by its negligent or intentional act or omission, or any damages and losses caused by the negligent act of any third party or sub- contractor or agency engaged by Bidder.
- ii. Damages and losses resulting from non-compliance with the obligations established hereunder.
- iii. Any environmental damages caused by it and/or its representatives or employees or employees of any third party or sub-contractor or agency

engaged by bidder Services.

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

52. DEFAULT OF BIDDER

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

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

53. MUTUAL DISCUSSIONS

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

54. ARBITRATION

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

55. DEFAULT of BIDDER: -

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

neglect, or contravention.

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

56. MUTUAL DISCUSSIONS

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

57. . TERMINATION OF CONTRACT/AGREEMENT

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

- i. If the Bidder fails to remedy a failure in the performance of his obligations hereunder, as specified in a notice of suspension pursuant thereof, within thirty (30) days of receipt of such notice of suspension or within such further period as the MAHAPREIT may have subsequently approved in writing or
- ii. If the Bidder becomes insolvent or bankrupt or enter into any agreement with his creditors for relief of debt or take advantage of any law for the benefit of debtors or go in to liquidation or receivership whether compulsory or voluntary; or
- iii. If MAHAPREIT found that the bidder has provided the false C wrong information while bid submission; or
If the Bidder submits to the MAHAPREIT a statement which has an effect on the rights, obligations or interests of the MAHAPREIT and/or which the Bidder knows to be false; or
- iv. If as the result of a Force Majeure Event, the Bidder is unable to perform the Services for a period of not less than sixty (60) days, or
- v. If MAHAPREIT found any defect/inadequacy/errors/inability/non-competency etc. in the Bidder in relation to the performance of the Services which are not in accordance to the Good Industry Practices or the provisions of this RFP, or If the MAHAPREIT, in its own discretion and for any reason whatsoever, reserves its right to terminate this Agreement.

Check list

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

Sr. No.	Name of Documents	Annexure	Nature of Document	Whether submitted Yes/No
1	General Financial & Commercial Particulars of Bidder/Each Member of the Consortium (Annexure 1)	Annex-1	Mandatory	
2	A. Financial Criteria The bidder shall have an Average Annual Turnover of minimum ₹15 Crores during any three financial years out of FY 2023-24, 2024-25, 2025-26. The bidder shall have Positive Net Worth. CA-certified Turnover & Net Worth Certificate shall be submitted.			
3	Technical Qualification	Annex-2	Mandatory	
	A. Experience Criteria The bidder must have a minimum of 5 years of experience in operation and maintenance of grid-connected Solar PV plants, including at least one ground-mounted solar plant of minimum 5 MW Capacity, and cumulative O&M experience of 10 MW during the last 5 years, supported by relevant Work Orders along with satisfactory Performance Certificates from the owner of the solar power plant shall be submitted.		Mandatory	

Sr. No.	Name of Documents	Annexure	Nature of Document	Whether submitted Yes/No
	B. Technical Manpower Capability The bidder shall have adequate qualified technical personnel on payroll, including: At least One (1) Graduate Engineer (Electrical / Electrical & Electronics / Energy / Power Systems) with minimum 2 years' experience in Solar O&M. Skilled Technicians / Supervisors experienced in inverter, transformer and HT/LT maintenance. The bidder shall submit: • Organization structure • CVs of key personnel • Electrical Contractor License (if applicable)		Mandatory	
4	Power of Attorney to be provided by the Bidding Company/ Lead Member in favor of its representative as evidence of Authorized Signatory's authority along with Board resolution/power of attorney, in favor of the person executing this power of attorney for delegation of power hereunder on behalf of the executant(s)	Annex-3	If applicable	
5	Undertaking / Declaration of Non-Blacklisting <i>(To be submitted by the Bidder on its Letterhead)</i>	Annex-4	Mandatory	
6	Format of Covering Letter	Annex-5	Mandatory	
7	Receipt of Tender processing fees		Mandatory	
8	Company incorporation The bidder must be a company incorporated under the Companies Act, 1956/2013 in India or under an equivalent law in case of foreign bidders. Relevant certificate of incorporation must be submitted.		Mandatory	

Sr. No.	Name of Documents	Annexure	Nature of Document	Whether submitted Yes/No
9	Statutory & Legal Compliance The bidder must possess: - Valid PAN - GST Registration - EPF & ESIC Registration (if applicable) - Labor License (if required) The bidder shall comply with: - Electrical Inspector regulations - Factory Act (if applicable) - Local statutory requirements - Electrical Contractor License - ESIC and PF Registration with Latest Challan.		Mandatory	
10	After Visiting Site, the Bidder must take sign on Site Visit Report from the Consultant appointed by Mahapreit for this Project.		Mandatory	
11	Duly signed RFP document submitted by the bidder.		Mandatory	

ANNEXURES

ANNEXURE 1
GENERAL, FINANCIAL & COMMERCIAL PARTICULARS
(To be submitted on letter head by Bidder)

1.	Name of Bidder	:	
2.	Registered Office Address	:	
3.	Telephone	:	
4.	Email	:	
5.	Nature of Business & working experience in years in same business	:	
6.	Person to be contacted	:	
7.	Nature/Status of firm (Whether sole proprietary/Partnership/Private Limited/Public Limited/ Public Sector) a. Do you anticipate any change in the Ownership during the proposed period of Work b. Do you have MSME/Startup certification	:	
8.	Financial detail (Enclosed 1 copy each of)	:	
a.	Annual Report for past three Years FY 2023-24, 2024-25, 2025-26	:	
b.	Income Tax Clearance Certificate for past three years	:	
c.	GST Certificate	:	
d.	Turnover & Net worth certificate for past three years	:	
9.	Company Registration Certificate	:	

Certified that the above information is true and factual.

Date:.....

Place:.....

(Signature of the Authorized Representative of Bidder)

Name

.....

Designation

..... Seal

of Company.....

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

Name of the Bidder:

S.No.	Name of Project (1)	Description of Advisory Work (2)	Scope of Work (3)	Order details & Amount (4)	Experience Certificate Attached Yes/No (5)

Note :

1. Please attach documentary proof for Col. No 2, 3, 4 of the Concerned Authority.
2. Certified that the above information is true and factual.

Certified that the above information is true and factual.

Date:.....

Place:.....

(Signature of the Authorized Representative of Bidder)

Name

.....

Designation

..... Seal
of Company.....

ANNEXURE 3
POWER OF ATTORNEY

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

(To be on non-judicial stamp paper of **Rs 500/-** Foreign companies submitting bids are

required to follow the applicable law in their country)

KNOW ALL MEN BY THESE PRESENTS, that we, (Name of the Bidder/Lead Member of consortium), a Company/ Corporation/ Firm organized and existing under and by virtue of the laws of (Name of bidder's country) and having its registered office and principal office at [] (address of the bidder) do hereby irrevocably constitute, appoint, and authorize -----(Name and residential address) who is presently employed with us and holding the position of –

-----, as our true and lawful attorneys to do in our name and on our behalf prepare, make, sign and submit the bid proposals and other documents, certificates, undertakings and papers to be executed and delivered by us, and to do all such acts, deeds and things as are necessary or required in relation to the RFP issued by the MAHAPREIT vide Bid Specification No ----- for Selection of an Operation & Maintenance (O&M) Service Provider for a period of **five (5)** years for the 3 MW Solar Power Project located at Kelapur, Taluka Wardha, District Wardha, established for the National Cancer Institute (NCI), Nagpur.

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

Signed by the within named

[Insert the name of the executant company] through the hand of
Mr.

.....

Duly authorized by the Board to issue such Power of Attorney Dated this
..... Day of

Accepted

Signature of Attorney

(Name, designation and address of the Attorney)

Attested

(Signature of the Executant) (Name, designation and Address of the Executant)

Signature and stamp of Notary of the place of execution

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

WITNESS

1. Signature.....

Name

Designation

Occupation

2. Signature

Name

.....

Designation

Note:

(1) The mode of execution of the power of attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and the same should be under Common seal of the executant affixed in accordance with the applicable procedure. Further, the person whose signatures are to be provided on the power of attorney shall be duly authorized by the executant(s) in this regard.

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

ANNEXURE 4
UNDERTAKING

I/We of

M/s _____

Bidder for the selection of an **Operation & Maintenance (O&M) Service Provider for the 3 MW Solar Power Project located at Kelapur, Taluka Wardha, District Wardha, established for National Cancer Institute (NCI), Nagpur**, do hereby solemnly undertake and declare as under:

That I/We have carefully read and examined all the terms and conditions of the RFP document, including all annexures, schedules, corrigendum and amendments issued, if any.

I/We agree to unconditionally accept all the terms and conditions mentioned in the RFP document in its entirety.

That I/We understand that after unconditionally accepting the terms and conditions of the RFP, it shall not be permissible to submit any remarks, conditions, deviations, or stipulations in the bid, and the same has been strictly complied with in the present submission.

That in case this provision of the RFP is found violated at any stage after opening of the bid, I/We agree that the bid shall be summarily rejected.

That I/We confirm that all information and documents submitted along with the bid are true and correct to the best of our knowledge and belief.

That I/We hereby declare that our firm/company has not been blacklisted, debarred, or banned by any Government Department, Government Organization, Public Sector Undertaking, or Autonomous Body under the Government of India or any State Government, including the Government of Maharashtra, as on the date of submission of this bid.

This undertaking is given voluntarily and with full understanding of its implications.

Place: _____

Date: _____

Signature: _____

Name of Authorized Signatory: _____

Name of Firm: _____

(Seal of the Firm)

ANNEXURE – 5
FORMAT OF COVERING LETTER
(On Letterhead of the Firm)

To,
The Managing Director,
MAHAPREIT
B–501, Pinnacle Corporate Park,
Next to Trade Center, BKC (East), Mumbai – 400051.

Sub: RFP for Selection of an Operation & Maintenance (O&M) Service Provider for the 3 MW Solar Power Project located at Kelapur, Taluka Wardha, District Wardha, established for National Cancer Institute (NCI), Nagpur.

Dear Sir,

We enclose herewith the Particulars and Details of our Firm along with the Techno-Commercial Bid submitted in connection with the above-mentioned assignment for providing comprehensive Operation & Maintenance (O&M) services for the 3 MW Solar Power Project at Kelapur, Wardha.

We further state as follows:

- a. We hereby declare that all the information and statements made in this Proposal are true and correct to the best of our knowledge and belief. We understand that any misrepresentation or misinterpretation contained in it may lead to our disqualification.
- b. We agree to bear all costs incurred by us in connection with the preparation and submission of this offer, including any pre-contract costs.
- c. We understand that MAHAPREIT is not bound to accept the lowest or any proposal and reserves the right to accept or reject any or all proposals without assigning any reason whatsoever.
- d. We confirm that the undersigned is duly authorized on behalf of (Name of the Firm) to submit this proposal and to negotiate, finalize, and sign the contract, if awarded.
- e. We undertake to execute the O&M services strictly in accordance with the terms and conditions of the RFP/RFP document, including performance guarantees, service levels, reporting requirements, and statutory compliances.

Thank you,

Signature

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

Annexure-6
Turnover and Net Worth
Declaration [On the letterhead of
Bidding Company]

To,
Managing Director, MAHAPREIT
B-501, Pinnacle Corporate Park,
Next to Trade Center, BKC (East), Mumbai – 400051

Dear Sir,

**Sub: RFP for Selection of an Operation & Maintenance (O&M) Service
Provider for the 3 MW Solar Power Project located at Kelapur, Taluka
Wardha, District Wardha, established for National Cancer Institute
(NCI), Nagpur.**

We hereby certify that the Bidding Company has achieved an average annual turnover of ₹_____ during the 3 financial years as mentioned below, based on the audited annual accounts for the last three financial years (FY 2023-24, FY 2024-25 and 2025-26 that the company has a positive net worth.

Financial Year	Turn Over (Rs)	Net worth (Rs)
FY 2023-24		
FY 2024-25		
FY 2025-26		

Authorized Signatory

Statutory Auditor (Power
of Attorney holder)
(Stamp C Signature)

Date:

Chartered Accountant
(Stamp C Signature)

Note:

The BOQ shall be uploaded separately in the Financial Bid format on the e-tender portal. Bidders are required to fill and submit the BOQ only through the portal and not within this document.