



EXPRESSION OF INTEREST (EoI)

For selection of Advisory Consultant to study the existing renewable initiatives and provide techno-commercial, regulatory and strategic advisory services to MAHAPREIT in its RE initiative across India.

15th January 2025

MAHATMA PHULE RENEWABLE ENERGY & INFRASTRUCTURE TECHNOLOGY
LTD. (MAHAPREIT), A Govt. of Maharashtra Undertaking

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

<https://mahapreit.in>

Time Schedule for Eol

S.No.	Particulars	Details
1.	EOI No	MAHAPREIT/SEP/Eol-01/2025
2.	Project Name	For selection of Advisory Consultant to study the existing renewable initiatives and provide techno-commercial, regulatory and strategic advisory services to MAHAPREIT in its RE initiative across India
3.	Cost of Eol Document (Non-Refundable)	Rs. 5000/- (+18% GST)
4.	EMD Amount (Refundable)	Rs 1 Lakh. Provided organisation qualified as MSME and Startup, there shall be the waiver to submit the E.M.D.
5.	Start date of downloading EOI	20/01/2025
6.	Date and Time of Online/Offline Pre-bid meeting	25/01/2025
7.	Last date of submission of proposals in response to Eol	27/01/2025 – 1500 hrs
8.	Time and Date of opening of Eol	28/01/2025 – 1600 hrs
9.	Contact No in case of any queries	+91 - 8055545488
10.	Email id for Clarification of Eol	cgm.sep@mahapriet.in

Expression of Interest

Inviting

For selection of Advisory Consultant to study the existing renewable initiatives and provide techno-commercial, regulatory and strategic advisory services to MAHAPREIT in its RE initiative across India.

1. BACKGROUND:

India would be third largest economy by 2030 and despite low per-capita emissions (1.8 tons CO₂ per capita), India is the third-largest emitting country globally after China and US. India currently emits a net of 2.9 GtCO₂ equivalent every year. Even if its current GDP emission intensity reduction were to continue at the same rate, India's annual emissions would still rise to 11.8 GtCO₂ equivalent by 2070. As it has been recognized by international fraternity as well that climate change will adversely affect the regions of India and China compared to others.

In 2021, at COP26, India announced its ambition to become a net-zero emitter by 2070. For instance, its updated Nationally Determined Contribution (NDC) for 2030 commits to using half of power-installed capacity from non-fossil fuel-based energy resources and to achieving a 45% reduction in emissions intensity from its 2005 levels. Hon'ble Prime Minister took the Panchamrit Pledge with targets till 2030 and India being carbon-neutral by 2070. India presented the following five nectar elements (*Panchamrit*) of India's climate action:

- Reach 500GW non-fossil energy capacity by 2030.
- 50% of its energy requirements from renewable energy by 2030.
- Reduction of total projected carbon emissions by one billion tonnes from now to 2030.
- Reduction of the carbon intensity of the economy by 45% by 2030, over 2005 levels.
- Achieving the target of net zero emissions by 2070.

MNRE, New Delhi has rolled out the scheme of Solar Park to fulfil the ambitious target of setting 500 GW Solar Plants in India. Also, Govt. of Maharashtra has announced the State Renewable Energy Policy 2020 to set up 17360 MW renewable energy projects in Maharashtra, out of which 10000 MW is projected from solar energy.

Information about the Corporation: -

I. Mahatma Phule Backward Classes Development Corporation Limited, (A Govt. of Maharashtra Undertaking) Mumbai (hereinafter called MPBCDC).

The 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 in the Scheduled Castes and Neo-Buddhist communities in the State of Maharashtra. The current authorized share capital of the Corporation is Rs 500 Crore. The ratio of share capital received from State and Central Government is 51:49.

II. Mahatma Phule Renewable Energy and Infrastructure Technology Ltd (MAHAPREIT):-

Mahatma Phule Backward Class Development Corporation Ltd (MPBCDC), Mumbai has formed a subsidiary company, Mahatma Phule Renewable Energy and Infrastructure Technology Limited (MAHAPREIT) in the month of April ,2021.

III. NAVYUG SCHEME: -

MAHAPREIT intends to implement “NAVYUG Scheme” to get the integrated, inclusive and comprehensive effects of all the input supports of MAHAPREIT company to the target beneficiaries of Mahatma Phule Backward Classes Development Corporation Limited as defined from time to time by Govt of Maharashtra. MAHAPREIT proposes to undertake projects under different verticals like Renewable Energy with Solar Power Projects, Green Hydrogen, Futuristic Energy Integration Projects, EV charging stations, Agro Processing value chain and Bio fuels, RMC plants, Highway roads projects, Energy audits scheme, Environment and Climate Change, New and Emerging Technology projects especially in Software Technology and application-based services and CSR projects. All the projects proposed to be undertaken by MAHAPREIT are self-sufficient on financing through proposed MAHAPREIT Alternative Infrastructure Fund (MAIF) and intended to be implemented through Channel partner mechanism called, Target Partners, Knowledge Partners and Capex partners. Target Partners shall be invariably individuals / companies/ Start up Entrepreneurs/ JV/ Partnership firms/ Consortiums / SHG/ women’s groups belonging to exclusive or majority of the such entity to Scheduled Caste (SC) category highly skilled/ skilled/semi-skilled /unskilled beneficiaries as defined by MPBCDC and entitled as eligible to take benefits of MPBCDC schemes in general. MAHAPREIT also intends to generate large scale EMPLOYMENT for all categories of available beneficiaries of MPBCDC by linking them with above projects under different verticals and to allocate / utilize all the surplus revenues / profits from above projects/ activities to Scheduled Caste beneficiaries as may be directed by Govt. of Maharashtra in this behalf. MAHAPREIT is also in process of launching Online Interactive beneficiaries Registration Platform called Navyug Beneficiaries Register (NBR). All beneficiaries’ selection process and support mechanism including backward and forward linkages and logistical support will be carried out through NBR.

2. SCOPE OF WORK: Renewable Initiatives Advisory Services

I. Initial Assessment and Feasibility Study

- Identify potential renewable energy projects (solar, wind, biomass, hydro, etc.) based on regional strengths.
- Evaluate the feasibility of these projects in terms of technical, commercial, and regulatory aspects.
- Provide cost-benefit analysis and financial modelling for each potential project.

II. Policy, Regulatory and Procurement Advisory

- Analyze current policies, regulations, and incentives related to renewable energy in India. Recommend suitable technologies and vendors for renewable energy projects.
- Advise on compliance with central and state-level regulations and suggest amendments where necessary.
- Assist in formulating new policies or modifying existing ones to promote renewable energy adoption or pursuing regulatory activities in benefit of the organisation.
- Assist in drafting technical specifications and tender documents.
- Evaluate bids and assist in the selection of contractors and suppliers.
- Provide advisory on the procurement process to ensure transparency and cost-effectiveness.

III. Strategic Planning and Project Development

- Develop a strategic roadmap for renewable energy deployment across different regions.
- Assist in the preparation of Detailed Project Reports (DPR), Pre-feasibility Report or vetting of existing documentation for identified projects.
- Assist in preparation and/or vetting of Power Purchase Agreement, Offtake Agreements, Shareholding Agreements for identified projects.
- Provide guidance on land acquisition, environmental clearances, and other statutory requirements.
- Support in project planning, design, and engineering phases to ensure optimal execution.

IV. Financial Advisory and Fundraising

- Identify potential funding sources, including government grants, international funds, and private investors.
- Assist in preparing financial proposals, including project financing models, PPP (Public-Private Partnership) structures, and risk mitigation strategies.
- Provide advisory on securing loans and subsidies available for renewable energy projects.
- Facilitate negotiations with financial institutions and investors.

V. Project Management and Implementation Support

- Offer project management services, including monitoring and evaluation of project milestones.
- Provide on-site support and supervision during the construction and commissioning phases.
- Assist in resolving technical and operational issues that may arise during implementation.
- Ensure adherence to quality standards and timelines.

VI. Capacity Building and Training

- Conduct workshops and training sessions for government officials and stakeholders.
- Develop training materials and programs focused on renewable energy technologies and project management.
- Provide capacity-building support to enhance the skills and knowledge of the workforce involved in renewable energy projects.

VII. Performance Monitoring and Reporting

- Establish a framework for continuous monitoring and evaluation of renewable energy projects.
- Provide regular progress reports, including key performance indicators (KPIs) and impact assessments.
- Advise on corrective actions and improvements based on performance data.
- Ensure transparent and accountable reporting to relevant authorities and stakeholders.

VIII. Stakeholder Engagement and Communication

- Develop a stakeholder engagement strategy to build support for renewable energy initiatives.
- Facilitate dialogue and collaboration between government agencies, private sector, NGOs, and communities.
- Organize public consultations and awareness campaigns to promote renewable energy benefits.
- Provide advisory on effective communication strategies to disseminate information about renewable energy projects.

3. QUALIFYING CONDITIONS

I. QUALIFICATION CRITERIA OF THE BIDDER

For selection of Advisory Consultant to study the existing renewable initiatives and provide techno-commercial, regulatory and strategic advisory services to MAHAPREIT in its RE initiative across India.

1. The bidder shall have three years of experience of in Advisory Consultancy assisting into techno-commercial, regulatory activities of any Central / State Govt. / Semi Govt./ Private Organizations.
2. The bidder shall have the Annual Turnover of the any three years of FY 21-22,22-23,23-24 shall be Rs. 3 (Three) Crs. with Positive Net-worth for last financial year. CA certificates to be attached.
3. The bidder shall have adequate technical staff / team having professional degree BE/BTECH (Mechanical/Electrical/Energy system/ Energy Management etc.)
4. The bidder should not be blacklisted by ant Central or State Government or Public sector undertaking in India.
5. The Bidder shall submit copies of PAN & Service Tax Registration.

II. BID EVALUATION CRITERIA

A. Technical Bid Evaluation Criteria as follows:

S.No.	Technical Bid Evaluation Parameter	Marks
i.	Experience of assisting to Regulatory Commission in evaluation of Tariff Petition and Tariff Order assistance for atleast 3 such assignment of minimum value of 5 Lakh (15 Marks) Each additional Work of similar nature – 5 marks (Maximum marks of 10 marks)	= 15 Marks <u>= 10 Marks</u> Total = 25 Marks
ii.	Number of projects executed in preparation of Feasibility Report/DPR services for atleast 3 Renewable projects for Private/Public entities. (25 Marks) Each additional work of similar nature – 5 marks (Maximum marks of 10 marks)	= 25 Marks <u>= 10 Marks</u> Total = 35 Marks
iii.	Technical Team: One Technical Expert with relevant Professional qualification 7 marks additional staff of technical experts with relevant professional qualification and experience in regulatory and techno-commercial advisory as 1 mark for each will be awarded. maximum upto 3 marks in proportional	= 7 Marks <u>= 3 Marks</u> Total = 10 Marks
iv.	Turnover: Above Rs. 1.5 Crs 7 marks and for each additional 1 Crs 1 mark maximum up to 3 Marks in proportional.	= 7 Marks <u>= 3 Marks</u> Total = 10 Marks
v.	Presentation	Total = 20 Marks

B. Quality Cost-Based System (QCBS) based BID EVALUATION to follow as

- The bidder scoring Highest mark in the technical bid will be awarded the highest 100 score and accordingly Score will be allocated to each bidder as under

Technical Score (A) = Bidder technical scoreX100/Highest technical score
- The Lowest L1 Bidder will be awarded (H)100 highest Score and accordingly subsequent Score will be allocated to each bidder as under

Financial Score (B) = L1 Bidder price quoteX100/ Bidder price quote.
- Computation of total score(H) will be $H = 0.75XA + 0.25XB$
- The award will be made strictly at the highest score computed for each bidder. The H1 bidder will be selected.
- Based on qualification requirements technical score will be calculated as per the marking system shown in Clause (A (Technical Bid Evaluation criteria)) of bid document. Each bidder must submit the presentation and present the works/credentials before the MAHAPREIT team.
- The financial bid of the bidder scoring 70% and above marks will be opened.

- vii. The experience of the Bidder shall be considered only for the project where Contracts Completion Certificates/work order has been issued. This is to be evidenced by enclosing.
 - a) A copy of Letter of Award / Contract Agreement issued to the bidder towards providing services to the Procurer / Utility / Sponsoring Authority/CV/Experience certificate of Staff, Experts etc.
 - b) A copy of letter issued by Procurer / Utility / Sponsoring Authority / Certificate of Completion or any other document for evidencing completion of assignment.

4. INFORMATION AND INSTRUCTIONS TO APPLICANT BIDDERS:

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

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

- i. All applicants are cautioned that incomplete information in the application or any change(s) made in the prescribed forms will render application to be treated as non- responsive.
- ii. The Main EoI Document shall be typed on applicant's letterhead and uploaded the scanned copy.
- iii. Any overwriting or correction shall be attested. All pages of the Main EoI Document shall be numbered and should be submitted as package with a signed letter of transmittal.
- iv. All the information must be filled in English language only.
- v. Information and certificate(s) furnished along with the application form (the respective application that vouches to the suitability, technical know-how and capability of the applicant) should be digitally signed by the applicant.
- vi. The applicant is encouraged to attach any additional information, (PDF copies of similar job orders which were already carried out, regarding his capabilities). No further information will be entertained after submission of Main EOI Document unless it is requested by MAHAPREIT.
- vii. The Main EoI Document in prescribed forms as required in this booklet duly completed and signed should be uploaded on web site along with all relevant documents. The documents submitted in connection with the pre-qualification shall be treated as confidential and will not be returned.
- viii. The cost incurred by the applicant in preparing this offer, in providing clarification or attending discussions, conference in connection with this document, shall not be reimbursed by the MAHAPREIT under any circumstances.

5. 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.

6. REVISION OR AMENDMENT OF EOI DOCUMENTS:

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

7. EARNEST MONEY:

All Bidders shall pay entire E.M.D. and payment shall be made through the e-payment gateway /RTGS/NEFT/Bank Guarantee and uploading payment receipts / BG as the case may be.

8. REFUND/CONVERSION OF EARNEST MONEY

After acceptance of the offer of successful Bidders, the E.M.D. of other Bidders will normally be refunded within 15 days. In the case of successful Bidder, the earnest money will be converted to Security Deposit after signing of contract documents. Earnest money amount shall not carry any interest whatsoever. Provided in Case of MSME/Startup organisation, the waiver will be considered for payment of the E.M.D. subject to submission of documentary evidence in support of its claim as MSME/Startup under applicable laws of Government of India.

9. MANNER OF SUBMISSION OF EOI AND ITS ACCOMPANIMENTS

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

10. CONFLICT OF INTEREST

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

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

1. Scanned copy of Income Tax Return for the last 3 financial years.

2. Scanned copy of Registration or Article of Association and Memorandum of Association of Firm/Organization.
3. Scanned copy of Power of Attorney authorizing representative to act on behalf of the firm/Organization.
4. All documents required to be submitted shall be sealed and self- attested and if required, original copies shall be made available for verification in due course.
5. Undertaking duly signed on letterhead of the firm and scanned copy in ANNEXURE.
6. Scanned self-attested copies of all the work orders if any issued for similar work by the Government of Maharashtra Public Sector Undertakings or Government Organizations/ Companies of the Government of Maharashtra / Private Organizations.
7. Scanned Copy of duly signed EOI offer indicated both in figures and words, to be submitted separately as a Price Bid (online)
8. Signed and scanned copy of all pages of EOI documents.
9. Scanned copies of ANNEXURES (Duly Signed and Affixed with Firm Seal).
10. Relevant Supporting documents issued by the Competent Authority must be uploaded for all information given in the prescribed proforma.
11. The Bank details are as follows: -

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

ii) Name of Bank: - State Bank of India, BALARD ESTATE, FORT, Mumbai-400001.

iii) Account No: - 42806014198

iv) IFS Code:- SBIN0009995

12. CLARIFICATIONS:

The clarification (s), if any, may please be sought separately from either Chief General Manager (CGM SEP), or CGM (IT) MAHAPREIT, MUMBAI. / cgm.sep@mahapreit.in

13. OPENING OF EOI AND EVALUATION

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

- a. The Competent Authority will open all the Bids received (except those received late), including modifications made pursuant to Para 3. (REVISION OR AMENDMENT OF EOI DOCUMENTS) & 13 (Clarification of Bids) in the presence of the Bidders or their representatives who choose to attend the opening at 16:00 hours on 25/01/2025. As per the scheduled for Technical Bid and the specified place at MAHAPREIT, MUMBAI.

- b. In the event of the specified Date of Bid opening being declared a holiday for the Competent Authority, the Bids will be opened at the appointed time and transaction on the next working day.
- c. The Bidders' names, the Bid Amount, the total amount of each Bid and of any alternative Bid (if alternatives have been requested or permitted), Bid modifications and withdrawals, and such other details as the Competent Authority may consider appropriate, will be announced by the Competent Authority at the opening.
- d. The Competent Authority shall prepare minutes of the Bid opening, including the information disclosed to those present.

14.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.

15.CLARIFICATION OF BIDS

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

16.ACCEPTANCE OF OFFER:

After the Selection of Advisory Consultant to study the existing renewable initiatives and provide techno-commercial, regulatory and strategic advisory services to MAHAPREIT in its RE initiative across India, the work will be assigned as per the price quote evaluations, before acceptance, the successful Bidder will be called for negotiation by appropriate officers of MAHAPREIT.

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. EOI Acceptance Authority reserves the right to reject any or all offers in full or part without assigning any reasons.

17. SIGNING OF AGREEMENT:

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

18. 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 EOI Acceptance Authority shall consider next lowest Bidder if he is found suitable and eligible.

1. Successful Bidder fails to give various undertakings and declarations given in the Eol document.
2. Successful Bidder fails to sign Empanel Agreement in PRESCRIBED PROFORMA.
3. Submitting wrong information/documents
4. MAHAPREIT reverse the rights regarding EMD Refund and Forfeiture of EMD.

19. OTHER GENERAL INSTRUCTIONS:

1. Completed documents can be submitted on the on the following Web address:
<https://mahatenders.gov.in/nicgep/app>
2. Incomplete Schedules /Forms and without necessary details and enclosures are liable to be rejected.
3. The language for submission of document shall be English.
4. The enclosed Annexure shall be filled in completely and wherever no applicable it should be written as Not Applicable.
5. The person signing the document submission on behalf of the Applicant shall enclose Power of Attorney duly authorized and notarized for the same.
6. Financial data should be given in Indian Rupees only.
7. In case the Applicant intends to give additional information for which specified space in the given format is not sufficient; it can be furnished in an enclosed sheet.
8. All the pages of this document and Annexure should be signed and corrections should be counter-signed by the authorized signatory. No over writing is permitted.

9. MAHAPREIT reserves the right to cross-check and confirm the information details furnished by the applicants in the document by making suitable communication with the concern authorities
10. MAHAPREIT reserves the right to annul the EoI Document process, or to accept or reject any or all the proposals in whole or part at any time without assigning any reasons and without incurring any liability to the affected Bidder(s) or any obligation to inform the affected Bidder(s) of the grounds for such decision.
11. The document in complete in any respect or without supporting documents will be treated as non-responsive and is liable for rejection.

20. PENALTY CLAUSE:

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

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

21. FINAL DECISION-MAKING AUTHORITY:

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

22. AMENDMENT OF EOI DOCUMENTS:

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

23. 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.

24.FORCE MAJEURE

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

25.DOCUMENTS COMPRISING THE BID:

- a. The Technical Bid, the Price 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

26.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) Based on marks obtained in Technical and financial criteria and evaluation method H1, will be successful bidder for Project Management consultancy services.

27.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.

28.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.

29.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, MAHAAPREIT may give extension of time for signing of contract.

- ii. All charges for preparing the contract documents including legal fee, stamp fee etc. shall be borne by the successful bidder.
- iii. If the successful Bidder fails to sign contract, the same shall constitute sufficient ground for the annulment of the award of consultancy work and also the forfeiture of the bid security.

30. DEVIATIONS

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

31. TERMS OF PAYMENTS

The payment shall be released as per the milestones mentioned below:

A) On Lumpsum basis for the corresponding to specific scope of work assigned by MAHAPREIT out of comprehensive Scope of Work as detailed in Section 2.0.

- a. 30 % of the Work Order Value towards the assigned scope of work as advance with the issuance of Notice to Proceed or Work Order communicated by MAHAPREIT from time to time
- b. 70% of the Work Order Value towards the completion of the assigned scope of work

Bidder shall initiate the work on lumpsum basis subject to agreement of the Parties on the assigned scope of work on the mutually negotiated cost of the assignment for assigned scope of work.

B) On Retainer basis corresponding to scope of work assigned by MAHAPREIT out of comprehensive Scope of Work as detailed in Section 2.0

- a. On Manday Basis @ Rs 55,000/- (Rupees Fifty-Five Thousand Only)

Bidder shall initiate the work on retainer basis subject to agreement of the Parties on the assigned scope of work as well as the estimated man-day assigned for such scope of work.

Bidder shall submit the bills/invoices in triplicate to Chief Finance Officer, MAHAPREIT. The payment shall be done after due clearances and approval within 30 days from the submission of Bills/invoices to MAHAPREIT. Delayed payment will not attract any interest. Along with financial transactions during the invoice.

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

33.INSURANCE

The Bidder shall be liable to take/maintain comprehensive insurance for their personnel associated with this job at their own cost. The details of the same shall be furnished to the MAHAPREIT.

34.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 EOI does not and shall not be construed to create any employer-employee or principal– agent relationship between the MAHAPREIT and any employees, representatives and personnel engaged by the Bidder Firm in the performance of Services.
- 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.

35. CONFIDENTIALITY

- a) All plans, design calculations, studies, data, maps, drawings and specifications prepared by the Bidder in connection with the services to be provided by the consultancy Services under the Agreement shall be the property of the Owner. As and when required or upon termination of the contract, the aforesaid documents, prepared specifically for this project (including originals) shall be handed over to the 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.

36. 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.

37. WARRANTY AND LIABILITY OF THE BIDDER

- i. Notwithstanding anything contained in this EOI, the Bidder agrees that they shall be liable for any defect/inadequacy/errors/inability/non-competency etc. in relation to the performance of the Services which are not in accordance to the Good Industry Practices or the provisions of this EOI. In such case, MAHAPREIT may penalize bidder to the extent limited to 10% of the contract value other than the L.D
- 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.

38. 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 EOI due to neglect, omission or intentional act of Bid Advisory Services.

39. DEFAULT OF MAHAPREIT / BIDDER

In the event of the MAHAPREIT: –

- a) Failing to pay to the Bidder the amount due within a period of 120 days.
- b) Becoming bankrupt or giving formal notice to the Bidder that for unforeseen reasons, it is impossible for the MAHAPREIT to continue to meet its contractual obligations.
- c) Then the Bidder shall be entitled to terminate his employment under the contract after giving 30 days prior notice in writing to the Owner.
- d) In the event of such termination, after scrutiny and approval the MAHAPREIT shall pay to the Bidder the amount of any loss or damage to the bidder arising out of or in connection with such termination, based on documentary evidence to be furnished by the bidder.
- e) If the MAHAPREIT is of the opinion that the Bidder is not rendering the Services in accordance with the Good Industry Practices, due diligence or expedition or refuses or neglects to comply with any reasonable orders given to him in writing, the MAHAPREIT may give notice in writing to the Bidder to make good the failure, neglect, or contravention.

In the event of the BIDDER: -

- a. If the Bidder fails to make good the failure, neglect or contravention within 20 (twenty) days from the Date of serving such a notice, the MAHAPREIT may without prejudice to any other rights under this EOI, direct the Bidder not to render such Services and get such Services done by other agencies at the

risk and cost of the Bidder. The Owner, in such event, shall be entitled to retain and apply any balance, which may otherwise be due to the Bidder for the payment of cost of executing the said part of the Services taken out of its scope of Services. If the cost of executing the said part of the Services or of completing the Services exceeds the balance due to the Bidder, the Bidder shall pay such excess.

40. 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.

41. 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.

CHECKLIST

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

S.No.	Name of Document	Annexure	Nature of Document	Whether submitted Yes/No
1)	General Financial & Commercial Particulars of Bidder/Each Member of the Consortium (Annexure 1)	1	Mandatory	
2)	Technical Qualification	2	Mandatory	
3)	Power of Attorney to be provided by the Bidding Company/ Lead Member in favour of its representative as evidence of Authorized Signatory's authority along with Board resolution/power of attorney, in favour of the person executing this power of attorney for delegation of power hereunder on behalf of the executant(s)	3	If applicable	
4)	Undertaking (To be given by the Bidder on the Letter head)	4	Mandatory	
5)	Format of Covering Letter	5	Mandatory	
6)	Price Bid	6	Mandatory	

ANNEXURES

ANNEXURE 1

GENERAL, FINANCIAL & COMMERCIAL PARTICULARS

(To be submitted by Bidder/Each Member of Consortium on their Letter Head)

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 21-22, FY 22-23, and FY 23-24	:	
	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 EoI issued by the MAHAPREIT vide Bid Specification No ----- for selection of Advisory Consultant to study the existing renewable initiatives and provide techno-commercial, regulatory and strategic advisory services to MAHAPREIT in its RE initiative across India.

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 5
UNDERTAKING

I/We of

M/s.....

Bidder for the selection of Advisory Consultant to study the existing renewable initiatives and provide techno-commercial, regulatory and strategic advisory services to MAHAPREIT in its RE initiative across India, work with the Executive Director MAHAPREIT B-501 Pinnacle Corporate Business Park BKC(East), Mumbai 400051 do hereby undertake that I/we agree to unconditionally accept all the terms and conditions mentioned in the EoI documents.

Further we have noted that after unconditionally accepting the EoI conditions in its entirety, it is not permissible to put any remarks/conditions in the Price Bid and the same has been followed in the present case. In case this provision of the EoI is found violated at any time after opening of Envelope, I/we agree that the EoI shall be summarily rejected and MAHAPREIT shall, without prejudice to any other right or remedy, be at liberty to forfeit the full said earnest money absolutely.

Signatures of the Agency

Or Authorized Person

(Name of Firm with seal)

ANNEXURE 5

FORMAT OF COVERING LETTER

(On Letterhead of Firm)

To,

The Managing Director,
B – 501 PINNACLE CORPORATE PARK,
NEXT TO TRADE CENTER,
BKC (EAST) MUMBAI- 400051.

Sub: E-Eol selection of Advisory Consultant to study the existing renewable initiatives and provide techno-commercial, regulatory and strategic advisory services to MAHAPREIT in its RE initiative across India.

Dear Sir,

We enclose herewith the Particulars and Details of the Firm, Techno-Commercial bid in connection with the above assignment.

We also state as follows:

- a. We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.
- b. We agree to bear all costs incurred by us in connection with the preparation and submission of the offer and to bear any further pre-contract costs.
- c. We understand that /MAHAPREIT is not bound to accept the lowest or any proposal or to give any reason for award, or for the rejection of any proposal.
- d. I confirm that I have authority of (name of the firm) to submit the proposal and to negotiate on its behalf.

Thank you,

Signature

(Name of Authorized Signatory) and Membership

No. Name of Firm

ANNEXURE 6

PRICE BID

(On Letterhead of Firm)

To,

The Managing Director,
B – 501 PINNACLE CORPORATE PARK,
NEXT TO TRADE CENTER,
BKC (EAST) MUMBAI- 400051.

Sub: Price Bid for selection of Advisory Consultant to study the existing renewable initiatives and provide techno-commercial, regulatory and strategic advisory services to MAHAPREIT in its RE initiative across India.

Dear Sir,

We hereby provide our consent to undertake the scope of work as per the terms of the EoI.

We enclose herewith the Price Bid for the assignment on Man-day basis as Rs _____/- (Rupees _____only).

We hereby agree to undertake the specific part of the scope of work based on mutual discussion between the Parties for the specific part of the scope of work assigned by the MAHAPREIT.

We also state as follows:

- a. We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.
- b. We understand that /MAHAPREIT is not bound to accept the lowest or any proposal or to give any reason for award, or for the rejection of any proposal.
- c. I confirm that I have authority of (name of the firm) to submit the proposal and to negotiate on its behalf.

Thank you,

Signature

(Name of Authorized Signatory)

Name of Firm