

THE MAHATMA PHULE RENEWABLE ENERGY & INFRASTRUCTURE TECHNOLOGY LIMITED (MAHAPREIT)

(Subsidiary of MPBCDC, a Government of Maharashtra Undertaking)

Invites

EXPRESSION OF INTEREST (EOI)

CONSOLIDATED FINAL DRAFT

(Incorporating Corrigendum-1 dated 13/08/2026 and Corrigendum-2 issued after the Pre-Proposal Meeting held on 21/08/2026)

For

Development of a 200 MW Data Centre Project in Maharashtra for which MAHAPREIT shall provide Transaction Advisory cum Project Monitoring Unit (PMU) services for the selected Bidder to implement the project

EOI No.: MHP/CGM(TP)/2026/02

Original Date: 26/06/2026 | Updated as per Corrigendum and additional new clauses-1: 13/08/2026 | Further updated as per Corrigendum-2

Issued by:

The Mahatma Phule Renewable Energy & Infrastructure Technology Limited (MAHAPREIT)
B-501, Pinnacle Corporate Park, Next to Trade Centre, Bandra Kurla Complex, Bandra East, Mumbai 400051
Website: <https://mahapreit.in>

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Expression of Interest (EOI) Notice

Mahatma Phule Renewable Energy and Infrastructure Technology Limited (MAHAPREIT) invites Expression of Interest (EOI) for Development of a 200 MW Data Centre Project in Maharashtra for which MAHAPREIT will be providing Transaction Advisory cum Project Monitoring Unit (PMU) services for the selected Bidder to implement the project. Interested agencies are requested to go through the updated EOI document, as amended by Corrigendum-1 dated 13th August 2026 and Corrigendum-2, in detail and submit their applications accordingly.

Detail Criteria:

The details of criteria along with instructions to the Agency can be downloaded from the website – <https://mahapreit.in>. MAHAPREIT reserves the right to accept or reject any or all EOI without assigning any reason thereof.

Timelines for Submission of EoI

Sr. No.	Section	Technical
1	EOI No.	MHP/CGM(TP)/2026/02
2	EOI Name	Development of a 200 MW Data Centre Project in Maharashtra for which MAHAPREIT providing Transaction Advisory cum Project Monitoring Unit (PMU) services for the selected Bidder to implement the project.
3	Downloading of blank EOI from Website	26/06/2026 @ 15:00 Hrs
4	Pre-Proposal Meeting (Online & Offline)	At MAHAPREIT Mumbai Office, Dated 21/08/2026 @ 17:00 Hrs Indian Standard Time, both offline & online mode
5	Last date of Online submission of EoI	15/10/2026 @ 15:00 Hrs. On the electronic procurement portal, this bidding window is formally designated as a Continuous Rolling Pre-Qualification Process to prevent project stagnation, with an interval cycle of 15 days each to unseal and decrypt the batch of EOIs received up to that milestone and immediately transfer them to the Evaluation Committee for shortlisting, processing and the independent advancement of subsequent RFP/RFQ tender components; the 3-month cut-off is accommodated to allow subsequent independent batches to be received and processed without prejudice to earlier cycles.
6	EOI Document Cost to be paid in Online mode	Rs. 1,18,000/- (Non-Refundable, including 18% GST)
7	Processing Fee	Rs. 10 Lakhs + Rs. 1.8 Lakhs GST (Non-Refundable)
8	Performance Guarantee	5% of the total TA/PMU fees as Performance Guarantee. Of this, 10% shall be paid by Demand Draft/Banker's Cheque of a Scheduled/Nationalised Bank drawn in favour of 'Mahatma Phule Renewable Energy & Infrastructure Technology Ltd.' payable at Mumbai, and the balance 90% by way of Bank Guarantee of a Nationalised Bank. The Performance Guarantee shall be submitted upon issuance of the purchase order/work order for commencement of project activities. (Note: The TA/PMU fee is 2% of the Approved Project Cost – refer Clause 7.)
9	Reference Website	https://mahapreit.in
10	Email ID for correspondence	cgm.tp@mahapreit.in

Notes:

1. Cost of EOI documents is non-refundable & Processing Fee shall be paid online in favour of 'Mahatma Phule Renewable Energy and Infrastructure Technology Limited' (MAHAPREIT) on or before the last date of online submission of EoI.
2. Estimated Project Cost is INR 15,000 Crores or INR 150 Billion. The estimated cost, inter alia, includes but is not limited to DPR preparation, feasibility studies, land cost, civil structure, electromechanical equipment, substation, consultancy and expert services, approvals, design, construction, financing, statutory charges, legal expenses, and project management and implementation costs in phases, and includes all incidental and contingency cost required to successfully commission the project, together with post-commissioning obligations as may be listed in the tender document, but excludes customer-owned servers, storage, switches, routers, tenant IT equipment, customer software, and tenant fit-out not funded by the SPV.
3. The bank details for payment of EOI document cost & processing fee are as follows: (i) Name of Organisation – Mahatma Phule Renewable Energy and Infrastructure Technology Limited; (ii) Name of Bank – Bank of Maharashtra; (iii) Branch – Kalanagar, Bandra (E); (iv) Account No. – 60436723381; (v) IFSC Code – MAHB0000164.
4. The offer without the cost of the EOI document shall not be considered & shall be outrightly rejected.
5. A copy of the EOI document cost receipt shall be submitted.
6. Sealed hard copy of the EoI shall be submitted to the Project Director (SIP), MAHAPREIT, 7th Floor, Pinnacle Corporate Park, Next to Trade Centre, Bandra Kurla Complex, Bandra East, Mumbai 400051, on or before the last date of submission of EoI.
7. The detailed EoI notice is also available on the MAHAPREIT website for reference.

**Managing Director,
(MAHAPREIT)**

Background

Mahatma Phule Renewable Energy and Infrastructure Technology Limited, hereinafter referred to as MAHAPREIT, intends to invite Expression of Interest from eligible Data Centre developers, digital infrastructure companies, infrastructure investors, technology companies, power infrastructure companies, telecom infrastructure companies, hyperscale/cloud infrastructure developers, project proponents, consortiums and sector experts for development of a proposed 200 MW Data Centre Project in Maharashtra.

The proposed initiative aims to facilitate development of a large-scale, investment-grade, energy-efficient and resilient Data Centre campus capable of supporting hyperscale, cloud, enterprise, artificial intelligence, high-performance computing, colocation, disaster recovery, public-sector digital infrastructure and allied digital workloads.

For the purposes of this EOI, the term “200 MW Data Centre Project” shall mean a Datacentre campus or cluster with envisaged aggregate capacity of up to 200 MW Total Load, to be developed in one or more phases, together with all associated civil, electrical, mechanical, cooling, fibre, telecom, security, monitoring, sustainability, utility and project-enabling infrastructure, to the point of commissioning for handover.

The proposed project is intended to position Maharashtra as a major destination for digital infrastructure, cloud infrastructure, AI-ready computing capacity, green Datacentre development, high-value technology investment and employment generation. The project shall require integrated coordination across land, power, renewable energy, grid connectivity, water, telecom fibre, statutory approvals, financing, construction, operations, customer acquisition and long-term sustainability.

MAHAPREIT will act as Transaction Facilitator (Advisor) cum Project Monitoring Agency/Project Monitoring Unit (PMU) for the proposed project and the respective project developer/proponent, subject to applicable approvals, procurement requirements, project structuring, execution of contract agreements and compliance with applicable laws.

Key Definitions and Interpretation

Term	Meaning
Applicant / Bidder	An entity, consortium, project proponent, developer, investor, operator or other eligible organisation submitting a proposal under this EOI.
Data Centre	A mission-critical facility designed to house computing, storage, network and related IT infrastructure with supporting power, cooling, security and operations systems.
IT Load / Critical IT Load	The electrical load consumed by IT equipment such as servers, storage and network equipment, excluding facility support load unless expressly stated.
Facility Load	Total electrical load of the Datacentre including IT load, cooling, lighting, auxiliary systems, UPS losses, security systems and other support loads.
Phase 1	The first commercially meaningful implementation phase proposed by the Bidder and approved by MAHAPREIT.
SPV	A Special Purpose Vehicle incorporated for implementation, ownership, development, financing and/or operation of the Project.
Approved Project Cost	Approved Project Cost shall mean the project cost approved as per the LOI, which shall necessarily include but not be limited to DPR preparation, feasibility studies, land cost, civil structure, electromechanical equipment, substation, consultancy and expert services, approvals, design, construction, financing, statutory charges, legal expenses, and project management and implementation costs in phases, and includes all incidental and contingency cost required to successfully commission the project with post-commissioning obligations as may be listed in the tender document, but excludes

Term	Meaning
	customer-owned servers, storage, switches, routers, tenant IT equipment, customer software, and tenant fit-out not funded by the SPV.

1. MAHAPREIT Information

Mahatma Phule Renewable Energy and Infrastructure Technology Limited (MAHAPREIT) is a Government of Maharashtra undertaking and a subsidiary of Mahatma Phule Backward Classes Development Corporation Limited. MAHAPREIT was set up to undertake renewable energy, green technology, infrastructure, energy transition and allied development projects.

MAHAPREIT's mandate includes development, facilitation and implementation of renewable energy, infrastructure, energy efficiency, decarbonisation, battery storage, alternative fuel, emerging technology, climate change, software technology, application-based services and allied projects in accordance with applicable Government of India and Government of Maharashtra policies and directions.

MAHAPREIT is positioned to support Government-to-Government, public-sector, public-private partnership, project development, implementation support and transaction facilitation models, depending on the nature of the project and approvals of the competent authority.

MAHAPREIT undertakes projects under various verticals, including renewable energy, solar and hybrid power, energy efficiency, agro-processing, biofuels, affordable housing, highway and infrastructure projects, environment and climate change, emerging technology projects, software technology and application-based services.

The proposed Datacentre initiative is aligned with MAHAPREIT's broader mandate covering infrastructure, technology, renewable energy, sustainability, digital infrastructure and economic development.

A Datacentre of the scale envisaged under this EOI is not merely a real estate or building project. It is a mission-critical infrastructure project requiring reliable power, redundant electrical architecture, industrial-scale cooling, diversified fibre connectivity, cyber and physical security, long-term financing, high-quality operations and compliance with applicable regulatory requirements.

MAHAPREIT intends to facilitate the proposed 200 MW Data Centre Project by supporting project structuring, government coordination, stakeholder engagement, project monitoring, investment facilitation, power-related coordination, renewable energy integration, sustainability alignment and implementation support.

MAHAPREIT may, as required, constitute dedicated committees, working groups, technical advisory teams or project monitoring mechanisms to support the planning, coordination and implementation of the proposed Data Centre initiative.

2. Strategic Context for Datacentre and Digital Infrastructure Development

The rapid growth of cloud computing, digital public infrastructure, artificial intelligence, high-performance computing, fintech, enterprise digitisation, e-governance, cybersecurity, content delivery, 5G, IoT and data-intensive services is creating significant demand for large-scale Data Centre capacity.

Data centres have become core infrastructure for economic growth. They support banking, financial services, government services, healthcare, education, telecom, cloud platforms, manufacturing, logistics, digital payments, cyber security, research computing and AI-driven innovation.

The development of large Datacentre campuses requires secure and scalable land, high-capacity grid power, dedicated substation infrastructure, renewable energy procurement, resilient electrical architecture, efficient cooling, carrier-diverse fibre, physical security, cyber security, long-term financing, customer acquisition, statutory approvals and 24x7 operations.

A 200 MW Total Load Datacentre campus requires careful planning from the first stage. Poor initial planning can create long-term constraints around power intake, transformer capacity, fibre route diversity, floor loading, cooling scalability, water use, backup power, expansion corridors, security zoning and customer SLA compliance.

The project is expected to be developed as a mission-critical digital infrastructure campus, not as a conventional commercial building or generic industrial facility.

The project should be capable of supporting hyperscale cloud workloads, enterprise colocation, AI and high-performance computing workloads, disaster recovery and business continuity workloads, public-sector digital infrastructure, regulated enterprise workloads, telecom, content delivery and data-intensive research workloads.

Maharashtra has strong potential to support such Datacentre development because of its established industrial base, financial ecosystem, digital economy, power-sector infrastructure, urban and industrial corridors, availability of skilled manpower and proximity to major enterprise and technology markets.

The proposed project may support Maharashtra's broader objectives around digital infrastructure, green energy, employment generation, investment attraction, skill development, local vendor development and technology-led economic growth.

Considering the scale, complexity and capital intensity of the proposed project, MAHAPREIT seeks to identify an eligible Bidder / Project Proponent / Consortium with proven technical, financial and implementation capability in Datacentre or comparable mission-critical infrastructure.

3. Proposed 200 MW Total Load Data Centre Project

MAHAPREIT proposes to facilitate development of a Datacentre campus with envisaged aggregate capacity of up to 200 MW Total Load in Maharashtra.

Total Estimated Project Cost is INR 15,000 Crores or INR 150 Billion for the 200 MW Data Centre. This will, however, be subject to fine-tuning and preparation of the DPR.

The project may be implemented in phases, subject to site feasibility, power availability, statutory approvals, financing, customer commitments, construction schedule and commercial viability.

The Bidder shall clearly specify whether the proposed 200 MW capacity refers to total facility load, contracted demand, installed transformer capacity, utility intake capacity or any other technical basis.

For avoidance of ambiguity, MAHAPREIT's preferred basis for this EOI shall be IT Load / Critical IT Load, unless otherwise specified in the final project documents.

The project may include land development, Datacentre buildings, white space, electrical substations, transformers, switchgear, HT/EHT power intake, UPS systems, batteries, standby power, cooling systems, high-density rack zones, telecom rooms, meet-me rooms, diverse fibre entry points, network infrastructure, BMS, DCIM, EPMS, fire and life safety, physical security, cyber security, water systems, renewable energy procurement, NOC/SOC infrastructure, roads, boundary walls, parking, logistics and utility corridors.

The Bidder shall propose the phase-wise development plan. For a 200 MW campus, the first phase should demonstrate serious delivery intent and should not be a token deployment.

The Bidder shall submit a project concept proposal at high-level addressing target capacity, phasing, land requirement, power requirement, grid connection, renewable energy, cooling, fibre connectivity, redundancy, AI/HPC readiness, physical security, cyber security, approvals, financing, customer acquisition, implementation schedule, operations and sustainability.

The project may be implemented through a Developer Model, PPP Model, Joint Venture Model, SPV Model, Design-Build-Finance-Operate-Maintain Model, long-term lease/licence model, concession model, co-development model, or any other commercially and legally acceptable structure approved by MAHAPREIT.

The selected Bidder may be required to incorporate a project-specific SPV in India for implementation of the project.

The project shall be developed in accordance with applicable local laws, statutory approvals, building regulations, electrical safety requirements, fire safety requirements, environmental requirements, labour laws, data protection requirements, cyber security requirements, contractual requirements and good industry practice applicable to mission-critical Datacentre infrastructure.

The proposed project seeks to encourage local employment (where possible), technical skilling, vendor ecosystem development (where possible), green power integration, responsible water use, energy efficiency and long-term sustainable digital infrastructure development in Maharashtra.

4. MAHAPREIT Dedicated Efforts for Data Centre and Digital Infrastructure Development

MAHAPREIT proposes to support Data Centre and digital infrastructure development as a strategic infrastructure initiative linked to renewable energy, power systems, technology infrastructure, sustainability, employment generation and investment facilitation.

MAHAPREIT may establish a dedicated Data Centre Infrastructure Project Monitoring Unit (DCI-PMU) for transaction facilitation, project monitoring, stakeholder coordination and implementation support for the proposed 200 MW Data Centre Project.

The DCI-PMU may support land and site facilitation, power availability and grid connectivity coordination, renewable and green power integration, telecom fibre and right-of-way coordination, statutory approvals, investor and financing coordination, technical review, project structuring, sustainability alignment, customer engagement support, local employment, skilling, vendor ecosystem development and milestone monitoring.

MAHAPREIT may form a Data Centre Project Monitoring Committee under the chairmanship of the Managing Director/nominated senior officer of MAHAPREIT. The committee may include representatives or advisors from project development, power, renewable energy, finance, law, procurement, IT infrastructure, Data Centre design, cyber security, environmental compliance, planning, civil infrastructure and project management domains.

The Datacentre Project Monitoring Committee may function as a one-window coordination and review mechanism for the proposed project.

MAHAPREIT may coordinate with concerned Government departments, utilities, statutory authorities, industrial development agencies, planning authorities, distribution licensees, transmission utilities, telecom/fibre infrastructure providers, financial institutions, technology partners and other stakeholders, subject to applicable laws and approvals.

MAHAPREIT may support the Bidder in developing a project roadmap that integrates Data Centre development, renewable energy procurement, power infrastructure, fibre connectivity, green building measures, digital infrastructure policy alignment, employment and skill development, investment promotion and long-term operation and maintenance.

MAHAPREIT may support development of the project as a green and resilient digital infrastructure campus, with emphasis on renewable energy procurement, energy efficiency, responsible cooling, water efficiency, carbon reduction, waste management and long-term operational reliability.

MAHAPREIT may facilitate engagement with academic institutions, skilling organisations, technology partners and industry bodies for building a local talent pipeline for Data Centre operations, electrical maintenance, cooling systems, cyber security, facility management and allied services.

MAHAPREIT's role shall remain facilitative and coordinative unless otherwise expressly agreed under contract agreements. The Bidder shall remain responsible for project development, financing, design, construction, approvals, operations, maintenance, customer acquisition and commercial performance.

5. Scope of Work of MAHAPREIT as Transaction Facilitator (Advisor) cum Project Monitoring Agency

MAHAPREIT proposes to act as Transaction Facilitator/Project Monitoring Agency/PMU for the proposed 200 MW Datacentre Project. Its obligations shall be focused on project facilitation, structuring support, stakeholder coordination, government interface, project monitoring and implementation support.

Unless expressly agreed under a Contract Agreement, MAHAPREIT shall not be responsible for financing, designing, constructing, owning, operating or commercially underwriting the Datacentre Project.

- i. To act as transaction facilitator, government interface coordinator and project monitoring agency for the proposed 200 MW Datacentre Project.
- ii. To support the selected Bidder/Project Proponent in structuring the project under a suitable implementation model, including SPV, JV, PPP, concession, developer-led, co-development, long-term lease/licence or other approved structure/payment/revenue model.
- iii. MAHAPREIT shall assist in evaluating the project's strategic fit with Maharashtra's digital infrastructure, renewable energy, AI infrastructure, cloud computing, public-sector digital transformation and employment-generation objectives.
- iv. To assist in identifying and evaluating potential project locations in Maharashtra, subject to land availability, zoning, title status, power access, fibre connectivity, water availability, road access, environmental conditions, disaster risk, security considerations and expansion potential.
- v. MAHAPREIT shall facilitate identifying suitable land for the project as per the requirement of the Project Proponent/Applicant. The cost towards purchase of such land shall be borne by the project proponent. MAHAPREIT may also facilitate arranging the finance/funds for the project by identifying a suitable financial agency, as per the requirement of the Project Proponent/Applicant. In case MAHAPREIT facilitates arranging finance/funds for the project, additional facilitation charges payable to MAHAPREIT for this specific fundraising service shall be determined separately on mutually agreed terms and conditions; such charges shall be reduced to writing and agreed between MAHAPREIT and the Bidder/SPV before MAHAPREIT undertakes any such fundraising facilitation activity, and the absence of such written agreement shall not obligate MAHAPREIT to render, or be deemed to have rendered, fundraising facilitation services. The nature and limits of MAHAPREIT's land and finance facilitation are further set out in Clause 18.J.
- vi. To coordinate with relevant Government departments, planning authorities, urban local bodies, industrial development agencies, power utilities, transmission utilities, distribution licensees, renewable energy agencies, telecom/fibre providers and other stakeholders for project facilitation.
- vii. To assist in development of a project-enabling approval roadmap, including land-related approvals, building permissions, fire approvals, environmental approvals, water permissions, telecom right-of-way permissions, labour registrations and other applicable approvals.
- viii. To facilitate discussions with power-sector stakeholders for assessing grid capacity, dedicated substation requirements, HT/EHT connectivity, contracted demand, open access, renewable energy procurement, captive/group captive options, power banking, energy storage and backup power permissions.
- ix. To facilitate discussions with telecom service providers, internet exchanges, cloud connectivity providers, fibre infrastructure providers, dark fibre providers and network carriers for carrier-diverse and physically resilient connectivity.

- x. To support review of the Bidder's project concept, DPR, campus master plan, project implementation plan, technical architecture, power strategy, cooling strategy, network strategy, sustainability plan, statutory approvals plan, customer strategy, financial model and risk register.
- xi. To support review of whether the Bidder proposal appropriately addresses Data Centre-specific requirements, including Load definition, power redundancy, cooling redundancy, PUE assumptions, WUE assumptions, rack density, AI/HPC readiness, physical security, cyber security, operations model and SLA readiness.
- xii. To facilitate discussions with banks, financial institutions, infrastructure funds, strategic investors, private equity funds, sovereign funds, multilateral institutions, technology investors and other funding stakeholders, where required and mutually agreed.
- xiii. To facilitate discussions with potential anchor customers, cloud providers, hyperscalers, enterprise customers, government digital infrastructure users, AI/HPC users, telecom operators and disaster recovery users, without guaranteeing offtake or revenue unless expressly agreed in writing.
- xiv. To support preparation or review of bid process documents, RFQ/RFP documents, concession agreements, development agreements, implementation agreements, SPV documents, service-level frameworks, stakeholder MoUs and other project-related documents, subject to legal review.
- xv. To monitor project milestones after issuance of the LOI/Work Order/Contract Agreement/Implementation Agreement, including project kick-off, concept master plan, DPR, site finalisation, land due diligence, power feasibility, grid connection application, telecom feasibility, statutory approvals, financial closure, construction commencement, equipment procurement, testing and commissioning, integrated systems testing, customer readiness and commercial operation date.
- xvi. To conduct periodic review meetings with the Bidder and require submission of monthly, quarterly or milestone-based progress reports, issue logs, risk registers, approvals status, financing status, procurement status, construction progress and mitigation plans.
- xvii. To maintain a project escalation mechanism for issues requiring MAHAPREIT intervention, Government coordination or stakeholder engagement.
- xviii. To verify, or cause to be verified, information submitted by the Bidder, including technical credentials, financial capability, consortium commitments, customer pipeline, investor support, lender support, partner commitments, project delivery claims and project implementation status.
- xix. MAHAPREIT, being the Transaction Advisor/PMU, shall have sole discretion to appoint any consultant(s) for the purpose of discharging its responsibilities. MAHAPREIT shall have the liberty to appoint any agency/expert institution to carry out Third Party Quality Audit during project execution and operations.
- xx. To advise on sustainability alignment, including renewable energy procurement, energy efficiency, water efficiency, emissions reduction, waste management, e-waste handling, battery disposal and responsible cooling practices.
- xxi. To support integration of the project with local employment, skill development, vendor development and Maharashtra's broader digital infrastructure ecosystem.
- xxii. To protect MAHAPREIT's public interest, procurement integrity, transparency obligations and commercial position throughout the EOI, evaluation, negotiation, award and implementation process.
- xxiii. To retain the right to suspend, limit or discontinue facilitation support if the Bidder fails to demonstrate adequate statutory progress, fails to submit required information, fails to mobilise funds, fails to meet agreed milestones, misrepresents its credentials, breaches applicable laws or fails to comply with EOI/LOI/agreement conditions.

- xxiv. MAHAPREIT shall not guarantee land allotment, statutory approvals, financing, grid connection, power allocation, renewable energy supply, fibre connectivity, customer offtake, commercial returns, tax incentives, policy incentives or project viability unless expressly agreed in a binding written agreement.
- xxv. MAHAPREIT shall not be liable for any delay, cost escalation, design defect, construction defect, financing failure, customer default, operational outage, data breach, cyber incident, environmental breach, safety incident, regulatory non-compliance or commercial loss arising from the acts or omissions of the Bidder, its consortium members, affiliates, consultants, contractors, operators, customers, lenders or suppliers.
- xxvi. The final scope of MAHAPREIT's obligations shall be recorded in the LOI, Work Order, Contract Agreement, Implementation Agreement, SPV agreement or other contract agreements executed between the parties.
- xxvii. The renewable power for the project on an RTC/FDRE basis shall be supplied by MAHAPREIT on a RESCO or EPC mode, as may be decided by the Bidder. MAHAPREIT shall retain the right of first refusal for the opportunity to supply the renewable power required for the project, the price for which shall be determined by means of open price discovery by the PMU/MAHAPREIT as per applicable norms. The operational mechanism for exercise of this right of first refusal is set out in Clause 18.K.

6. Scope of Work for the Bidder / Project Proponent

The selected Bidder shall be responsible for end-to-end development, financing, design, construction, commissioning and commercialisation of the proposed 200 MW Datacentre Project, either directly or through a project-specific SPV, unless otherwise agreed in contract agreements.

- i. To submit a high-level proposal for development of a Datacentre campus with aggregate capacity of up to 200 MW Total Load, including phase-wise implementation, investment structure, land requirement, power requirement, cooling strategy, network strategy, customer strategy and implementation schedule.
- ii. To clearly define whether the proposed 200 MW capacity refers to IT Load/Critical IT Load, total facility load, contracted demand, installed transformer capacity or any other technical measure.
- iii. To prepare and submit a Detailed Project Report covering site feasibility, campus master planning, power architecture, cooling architecture, civil and structural design, MEP design, network connectivity, redundancy philosophy, fire and life safety, physical security, cyber security, BMS/DCIM integration, sustainability, capex, opex, revenue model, financing plan, statutory approval plan and project risk register (after award of "Preferred Bidder" status and once contractual and commercial commitments are in place).
- iv. The Bidder/Applicant shall note that the land parcel required for the project, including complete project requirements and ancillary needs along with easy accessibility and Right of Way (ROW), may be arranged with the facilitation of MAHAPREIT. However, the land shall be purchased or taken on lease, or through any other appropriate option, and approved by the concerned project developer/project proponent, as the case may be; any cost of acquiring the land or bringing the land into the project shall be borne by the project developer and loaded into the project cost. It is further provided that MAHAPREIT's charges shall be paid by the project developer and may be agreed in the Contract Agreement between MAHAPREIT and the project developer/proponent for the land Transaction Advisory. MAHAPREIT's land-facilitation role is on the best-effort, non-warranty basis set out in Clause 18.J.
- v. To arrange the full equity, debt, institutional investment, strategic investment, project finance, working capital and contingency funding required for the project.
- vi. To form an Indian SPV, if required by MAHAPREIT, for implementation of the project. The Lead Member shall maintain minimum shareholding and control requirements as specified in the Contract Agreement.

- vii. To undertake site due diligence and feasibility, including title review, land-use review, zoning review, topographical survey, geotechnical investigation, flood-risk assessment, environmental screening, power feasibility, fibre feasibility, water availability assessment, traffic and access review, disaster risk assessment and security risk assessment (after award of “Preferred Bidder” status and once contractual and commercial commitments are in place).
- viii. To design the Datacentre campus to support phased growth up to 200 MW Total Load, with modular scalability for power, cooling, fibre, security, civil works, white space, meet-me rooms, plant rooms, substations and utility infrastructure (after award of “Preferred Bidder” status and once contractual and commercial commitments are in place).
- ix. To provide high-availability design suitable for hyperscale, cloud, AI/HPC, enterprise, government and colocation workloads, with clear redundancy philosophy for electrical systems, mechanical systems, network paths, security systems, monitoring systems and critical operations (after award of “Preferred Bidder” status and once contractual and commercial commitments are in place).
- x. To provide a detailed power sourcing and electrical infrastructure plan, including grid supply, dedicated substation, transformer capacity, HT/EHT connectivity, UPS systems, batteries, standby generation, renewable energy procurement, open access, captive/group captive power, energy storage and energy management systems (after award of “Preferred Bidder” status and once contractual and commercial commitments are in place).
- xi. To provide a detailed cooling strategy suitable for Maharashtra’s climatic conditions and high-density workloads, including chilled water, air-cooled, water-cooled, adiabatic, free-cooling, rear-door heat exchanger, direct-to-chip liquid cooling or other applicable technologies, with PUE and WUE assumptions (after award of “Preferred Bidder” status and once contractual and commercial commitments are in place).
- xii. To provide an AI/HPC readiness plan, including expected rack density, high-density zones, liquid-cooling readiness, floor loading, busway/power distribution design, heat rejection capacity, network fabric readiness and operational controls (after award of “Preferred Bidder” status and once contractual and commercial commitments are in place).
- xiii. To provide a network connectivity plan with physically diverse fibre routes, carrier-neutral meet-me-room strategy, telecom room design, cloud on-ramp feasibility, low-latency connectivity and carrier redundancy (after award of “Preferred Bidder” status and once contractual and commercial commitments are in place).
- xiv. The proposed Data centre cum project facility shall deploy best efforts to be Net-Zero compliant to the extent practicable.
- xv. To appoint qualified design consultants, Data Centre architects, MEP consultants, electrical consultants, power-system consultants, cooling specialists, civil contractors, EPC contractors, OEMs, cyber security consultants, physical security consultants and O&M operators (after award of “Preferred Bidder” status and once contractual and commercial commitments are in place).
- xvi. To obtain all statutory approvals, permits, registrations, licences, NOCs and permissions required for development and operation of the Datacentre, including building permissions, fire NOC, electrical safety approvals, environmental approvals, water permissions, telecom/right-of-way permissions, labour registrations, tax registrations and all other applicable approvals (after award of “Preferred Bidder” status and once contractual and commercial commitments are in place).
- xvii. To design and operate the Data Centre in accordance with applicable Indian laws, relevant Datacentre standards, good industry practice, customer SLA requirements and agreed project specifications (after award of “Preferred Bidder” status and once contractual and commercial commitments are in place).

- xviii. To implement physical security controls, including perimeter security, access control, CCTV, biometric access, visitor management, mantraps, security command centre, intrusion detection, tenant segregation and emergency response protocols (after award of “Preferred Bidder” status and once contractual and commercial commitments are in place).
- xix. To implement cyber security and operational technology security controls for BMS, DCIM, EPMS, access control, monitoring systems, network systems and customer-facing infrastructure (after award of “Preferred Bidder” status and once contractual and commercial commitments are in place).
- xx. To implement operational processes for 24x7 monitoring, incident management, change management, preventive maintenance, spares management, capacity management, energy management, customer reporting, SLA management and business continuity (after award of “Preferred Bidder” status and once contractual and commercial commitments are in place).
- xxi. To develop and implement a sustainability plan covering renewable energy procurement, energy efficiency, water efficiency, heat rejection, waste management, e-waste handling, battery disposal, emissions accounting and sustainability reporting (after award of “Preferred Bidder” status and once contractual and commercial commitments are in place).
- xxii. To submit customer acquisition and commercialisation plans, including hyperscale pipeline, enterprise pipeline, colocation strategy, government workload strategy, AI/HPC strategy, disaster recovery strategy and proposed pricing/revenue model (after award of “Preferred Bidder” status and once contractual and commercial commitments are in place).
- xxiii. To submit periodic progress reports to MAHAPREIT covering approvals, land, power, finance, design, procurement, construction, commissioning, risks, delays, mitigation actions and support required from MAHAPREIT.
- xxiv. To bear all costs relating to submission of the high-level bid proposal as part of this EOI.
- xxv. Any detailed works or submissions, such as DPR preparation, site feasibility studies, project development, approvals, consultants, design, construction, financing, insurance, taxes, duties, statutory fees, stamp duty, legal expenses and project implementation, unless otherwise agreed in writing, are fees to be invoiced during execution of the project and after “Preferred Bidder” status has been awarded.
- xxvi. To indemnify and keep indemnified MAHAPREIT (and its officers, directors, employees and authorised representatives) against all losses, claims, damages and liabilities arising from misrepresentation, non-compliance, statutory breach, construction defect, operational failure, environmental breach, safety incident, data breach attributable to Bidder systems, financial default or breach of contract agreements, including third-party claims and claims of infringement of intellectual property rights, and such indemnity shall survive termination or expiry of the engagement.
- xxvii. Anti-Corruption & Integrity Pact: The Bidder commits to strict zero-tolerance against bribery, collusion, or unethical practices. Any violation, hidden commission, or cartelization shall result in immediate termination, permanent blacklisting, and absolute cash forfeiture. The selected bidder/applicant shall submit the Integrity Pact in the prescribed format given as Annexure-1.
- xxviii. The Bidder acknowledges that MAHAPREIT’s facilitation in respect of land identification and financing under Clause 5.v is rendered on a best-effort, non-warranty basis as set out in Clause 18.J, and that the renewable-energy right of first refusal under Clause 5.xxvii operates in the manner set out in Clause 18.K.

7. Transaction Advisory / Facilitation / PMU Fee

The selected Bidder / Project Proponent / SPV shall pay MAHAPREIT a Transaction Facilitation and PMU Fee for services provided in connection with the proposed 200 MW Data Centre Project at 2% of the Approved Project Cost, the payment shall be made as per the milestone and schedule mentioned in Clause 8.

- i. The Transaction Facilitation and PMU Fee shall be payable by the selected Bidder/Project Proponent/SPV to MAHAPREIT as consideration for transaction facilitation, government coordination, stakeholder engagement, project monitoring, review support, project structuring and implementation support.
- ii. The fee shall be calculated on the Approved Project Cost for each phase of the Data Centre Project. For this purpose, Approved Project Cost shall mean the project cost approved as per the LOI, which shall necessarily include but not be limited to DPR preparation, feasibility studies, land cost, civil structure, electromechanical equipment, substation, consultancy and expert services, approvals, design, construction, financing, statutory charges, legal expenses, and project management and implementation costs in phases, and includes all incidental and contingency cost required to successfully commission the project with post-commissioning obligations as may be listed in the tender document, but excludes customer-owned servers, storage, switches, routers, tenant IT equipment, customer software, and tenant fit-out not funded by the SPV.
- iii. Unless otherwise agreed, Approved Project Cost shall exclude customer-owned servers, storage, switches, routers, tenant IT equipment, customer software, tenant fit-out not funded by the SPV, taxes recoverable by the SPV, refundable deposits and financing costs.
- iv. The fee may be structured as one or a combination of fixed transaction facilitation fee, percentage-based fee on Approved Project Cost, milestone-linked PMU fee, phase-wise development fee, success fee upon financial closure, success fee upon achievement of COD, revenue share/concession fee, equity participation or development premium.
- v. GST and all other applicable taxes shall be payable extra by the selected Bidder/SPV.
- vi. MAHAPREIT may obtain a separate financial offer from technically qualified bidders, including facilitation fee, revenue share, concession fee, lease premium, equity participation, development premium, project development fee or any other commercial proposal aligned to the final project model.
- vii. The obligation to pay the Transaction Facilitation and PMU Fee, once it has accrued against a milestone under Clause 8, shall survive termination or expiry of the engagement and shall not be contingent upon completion, financial closure or commercial success of the Project. Any amount remaining unpaid beyond its due date shall attract interest at 12% per annum (or the prevailing State Bank of India one-year MCLR plus 2%, whichever is higher) from the due date until realisation, without prejudice to MAHAPREIT's rights under Clause 18.L.

8. Payment Milestone and Schedule

Payment against the Transaction Facilitation and PMU Fee shall be made by the selected Bidder/SPV to MAHAPREIT on milestone-linked terms to be recorded in the LOI, Work Order, Contract Agreement, Implementation Agreement or other contract agreement.

Sr. No.	Milestone	Suggested Payment (% based on agreed payment)
1	Issuance of LOI by MAHAPREIT and unconditional acceptance by selected Bidder	10
2	Execution of Contract Agreement / Implementation Agreement / SPV framework	10
3	Submission and acceptance of concept master plan, phase-wise capacity plan and project implementation framework	15

Sr. No.	Milestone	Suggested Payment (% based on agreed payment)
4	Submission and acceptance of DPR, financial model and power strategy and statutory approval plan	10
5	Completion of land facilitation / site finalisation / site approval milestone	10
6	Completion of power feasibility / grid application / substation plan / power procurement milestone	10
7	Achievement of financial closure for Phase 1	10
8	Commencement of construction / award of major EPC or MEP package for Phase 1	15
9	COD / commissioning readiness of first phase	10
	Total	100%

Note: In case MAHAPREIT facilitates arrangement of funds/finances, fees to the extent of the arranged funds will have to be paid separately, on the terms set out in Clause 5.v and Clause 18.J.

9. Mandatory Qualifying Conditions

The following qualifying conditions shall operate as mandatory pass/fail conditions. A Bidder that fails any mandatory condition shall not proceed to technical scoring, unless MAHAPREIT expressly decides otherwise in writing for recorded reasons.

- i. The Applicant shall be a legally registered entity, consortium, infrastructure developer, Data Centre developer, Data Centre operator, digital infrastructure company, investment holding company, infrastructure fund, strategic investor, technology company or project proponent legally competent to develop, finance, own and/or operate a Data Centre project.
- ii. The Applicant may apply individually or as a consortium. In case of a consortium, the Applicant shall nominate a Lead Member. The Lead Member shall be responsible for proposal submission, coordination with MAHAPREIT, execution of project documents and formation of SPV, if required.
- iii. The Applicant shall submit a clear high-level proposal for development of a Data centre campus with envisaged aggregate capacity of up to 200 MW Total Load, implemented in one or more phases.
- iv. The Applicant shall clearly identify the role of each party: investor, developer, land aggregator, design partner, EPC partner, MEP partner, operator, power partner, renewable energy partner, network partner, technology partner and anchor customer, if any.
- v. If the Applicant itself does not possess direct Data Centre development or operation credentials, it must include a consortium member, technical partner, operator or affiliate with a binding commitment and demonstrable Data Centre experience.
- vi. Credentials of a parent company, affiliate, technical partner, operator or consortium member may be accepted only if supported by legally enforceable undertakings, board approvals, parent company guarantees, sponsor support letters or binding consortium agreements acceptable to MAHAPREIT.
- vii. The Applicant/consortium shall demonstrate capability across all core Data Centre disciplines: land development, high-load power procurement, EHV/HT electrical infrastructure, MEP systems, cooling

systems, telecom connectivity, physical security, cyber security, customer SLA management, 24x7 operations, sustainability and project finance.

- viii. The Applicant shall demonstrate capability to mobilise capital for the project. For a 200 MW Data Centre, general interest is insufficient. The Applicant must submit financial evidence such as audited accounts, net worth certificate, funds-under-management certificate, investor commitment, lender comfort letter, board-approved investment plan, term sheet or other equivalent evidence.
- ix. The Applicant shall not have been blacklisted, debarred or banned by any Central Government, State Government, statutory authority, financial institution or multilateral agency in India or overseas.
- x. The Applicant or any of its Holding company, as defined under section 2(46) of the Companies Act, 2013, or its Associate Company, as defined under section 2(6) of the Companies Act, 2013, must not have been declared insolvent or undergone any insolvency proceedings under the Insolvency and Bankruptcy Code, 2016, during the past 3 completed financial years preceding the prescribed schedule date of the EOI/RFP/RFQ/Tender, as the case may be. Further, the Applicant must not have been blacklisted, debarred or banned by any Government department, Government institution, Statutory Authority, Public Sector Undertaking (PSU), Government Agency or local authority during the past 3 completed financial years preceding the prescribed schedule date of the EOI/RFP/RFQ/Tender, as the case may be.
- xi. The Applicant, its Lead Member, consortium members, promoters, directors and key management personnel shall not be subject to insolvency, liquidation, bankruptcy, winding-up, receivership or similar proceedings that materially impair project delivery.
- xii. The Applicant shall not be classified as a wilful defaulter, fraudulent borrower or non-performing borrower by any bank or financial institution.
- xiii. The Applicant shall disclose all material litigation, arbitration, regulatory proceedings, tax disputes, environmental proceedings, insolvency matters, lender enforcement actions or customer disputes that may affect its ability to deliver the project.
- xiv. The Applicant shall submit a declaration of ultimate beneficial ownership and confirm compliance with applicable Indian laws, including foreign investment, taxation, anti-corruption, anti-money laundering and sanctions-related requirements.
- xv. The Applicant shall agree to incorporate an Indian SPV if required by MAHAPREIT. The SPV shall be adequately capitalised and shall execute the definitive project agreements.
- xvi. The Applicant shall submit a Data Centre-specific technical concept note, not a generic infrastructure proposal. The concept note must address IT load, facility load, power topology, cooling topology, redundancy, PUE, WUE, fibre diversity, customer segments, AI/HPC readiness, physical security, cyber security, sustainability and phasing.
- xvii. The Applicant shall submit a preliminary power strategy for the full 200 MW IT Load and for Phase 1, including grid supply, substation requirement, contracted demand, renewable energy procurement, backup power, energy storage and open access strategy.
- xviii. The Applicant shall submit a preliminary network strategy showing carrier diversity, physically diverse fibre routes, meet-me-room architecture, cloud/internet exchange connectivity and telecom right-of-way requirements.
- xix. The Applicant shall submit a preliminary cooling strategy suitable for local climatic conditions, high-density racks and future liquid-cooling requirements.
- xx. The Applicant shall submit a sustainability plan covering renewable energy procurement, energy efficiency, water efficiency, emissions management, e-waste, battery disposal and environmental compliance.

- xxi. The Applicant shall submit an implementation schedule showing timelines for DPR, site finalisation, power feasibility, approvals, financial closure, EPC appointment, construction commencement, commissioning and COD of Phase 1.
- xxii. The Applicant shall commit to data protection, cyber security, physical security and operational resilience requirements applicable to mission-critical digital infrastructure.
- xxiii. The Applicant shall provide a written presentation proposal to MAHAPREIT demonstrating technical capability, financial capability, consortium structure, project phasing, power strategy, cooling strategy, customer strategy and funding plan.
- xxiv. Conditional proposals, incomplete proposals, proposals without proof of authority, proposals without mandatory undertakings, proposals without required fees/EMD or proposals containing material deviations may be rejected as non-responsive.
- xxv. MAHAPREIT shall have the right to verify all claims made by the Applicant and may reject any proposal if credentials are found misleading, exaggerated, unverifiable or non-responsive.
- xxvi. The consequences of breach of the mandatory qualifying conditions, or of misrepresentation by an Applicant, including forfeiture of the EOI document cost, processing fee, EMD/Bid Security and Performance Guarantee, are set out in Clause 18.L.

10. EOI General Qualification Criteria

A. Eligible Organisations

- Data Centre Developer.
- Data Centre Operator.
- Hyperscale / cloud infrastructure developer.
- Digital infrastructure company.
- Carrier-neutral colocation provider.
- Telecom infrastructure company with proven Data Centre or digital infrastructure experience.
- Infrastructure developer with experience in power-intensive, mission-critical or high-availability infrastructure.
- Strategic investor / investment holding company / infrastructure fund capable of arranging project finance and partnering with qualified Data Centre operators.
- Power infrastructure / renewable energy developer participating with a qualified Data Centre developer or operator.
- EPC / MEP / technology consortium with binding participation of a qualified Data Centre developer, operator or investor.
- Public Sector Undertaking, Government agency or statutory corporation with relevant infrastructure mandate.
- Consortium combining financial, technical, operating, power, network and project implementation capabilities.

B. Consortium Structure

- The Consortium shall have a maximum of three members & shall nominate a Lead Member, who will hold at least 51% equity.
- The Lead Member shall hold not less than 51% equity in the project SPV for a period of 3 (three) years from the Commercial Operation Date (COD) of Phase 1, unless otherwise agreed upon in the Contract Agreement.

- The technical member/Data Centre operator shall remain associated with the project at least until COD of Phase 1 and stabilised operations for a minimum period of twelve months after COD, unless replaced with prior approval of MAHAPREIT.
- The Lead Member shall be responsible for all representations made in the EOI proposal.
- Consortium members shall submit a legally binding consortium agreement or MoU clearly defining roles, responsibilities, equity participation, funding obligations, technical obligations and authority of the Lead Member.
- Change in consortium composition shall not be permitted after proposal submission without the prior written approval of MAHAPREIT.
- Substitution of the Data Centre operator, technical partner, power partner, investor or EPC partner shall be permitted only if the replacement entity has equal or superior credentials.
- MAHAPREIT may require joint and several liability undertakings from consortium members until SPV formation and execution of contract agreements.

C. Technical Qualification Criteria

- Development, ownership, operation, financing or delivery of Data Centre, hyperscale, colocation, cloud, telecom, mission-critical or power-intensive infrastructure.
- Design or delivery (project management) of high-availability electrical architecture, including HT/EHT intake, transformers, switchgear, UPS, batteries, generators, busways, power distribution units, earthing, protection systems and electrical monitoring.
- Design or delivery (project management) of large-scale cooling infrastructure, including chilled water systems, cooling towers, CRAH/CRAC units, pumps, heat rejection systems, containment, liquid cooling or high-density cooling solutions.
- Network connectivity capability, including carrier diversity, fibre route planning, meet-me-room design, cross-connect management, cloud connectivity and network resilience.
- Physical and cyber security capability, including access control, surveillance, tenant segregation, cyber security governance, OT security, incident response and compliance.
- Sustainability capability, including renewable energy procurement, PUE optimisation, WUE optimisation, carbon reporting, energy management and environmental compliance.
- Understanding and experience of implementing industry standards for Datacentre design, delivery and construction within global environments.
- Uptime Institute and TIA-942 knowledge and understanding for implementation and design into Datacentre environments.
- Energy management and efficiency knowledge and experience, to ensure design and deployment are maximised for efficiency, sustainability and long-term operations.
- Demonstration of global Datacentre certifications, experience and standards held within the company or strategic partnerships.
- Demonstration of a combination of extensive ecosystems, partnerships and in-house resources of expertise to cover the whole lifecycle of Datacentre delivery.
- Incident and change management.
- Security operations.
- Disaster recovery and business continuity.
- Compliance reporting.

- ISO-compliant certifications for 9001, 27001, 45001 and 14001.
- Project management of critical digital infrastructure expertise, with a minimum of 5 years' experience held within the business leadership teams.

D. Financial Qualification Criteria

- Positive net worth in the latest audited financial year, either for the company or a consortium of companies.
- Sufficient net worth, committed capital, funds under management, strategic investment support or lender support to undertake delivery of a 200 MW Data Centre development.
- Ability to finance Phase 1 without depending solely on speculative future customer commitments.
- Evidence of equity contribution capacity.
- Evidence of debt-raising capability or lender engagement.
- No material default to lenders, investors, statutory authorities or project counterparties.
- Ability to fund development costs, pre-construction costs, grid deposits, land deposits, statutory charges and long-lead equipment procurement.

11. Summary Qualification Requirements

The following table is a suggested minimum qualification matrix, to be submitted after “Preferred Bidder” status and suitable legal contractual commitments and NDAs are in place.

Important: Items 1–7, 12, 13, 14, 15, 19, 21 and 22 below in the table are directly required as part of the evaluation of this document and to reach “Selected Bidder” status and contractual discussions. Items 8–11, 16, 17, 18 and 20 below are to be provided after “Preferred Bidder” status has been awarded and contract and commercials are agreed, as these constitute deliverables and expenses under delivery of the project.

Sr. No.	Criteria	Minimum Requirement	Documentary Evidence
1	Legal Status	Applicant shall be a registered legal entity. Foreign entities may participate through an Indian subsidiary, branch, consortium or SPV, subject to applicable Indian law.	Certificate of incorporation, charter documents, registration certificates.
2	Project Intent	Applicant shall submit a high-level proposal for a Data Centre campus with envisaged aggregate capacity of up to 200 MW IT Load / Critical IT Load.	Letter of Intent, project concept notes, capacity phasing plan.
3	Phase 1 Commitment	Applicant shall propose a commercially meaningful Phase 1, preferably not less than 100 MW Load, unless an alternate phasing plan is justified and accepted by MAHAPREIT.	Phase-wise implementation plan, capex plan, COD schedule.
4	Data Centre Experience	Applicant/consortium/technical partner/operator should have developed, owned, operated, designed or delivered Data Centre capacity of at least 100 MW aggregate IT Load, or at least one Data Centre campus/facility of 25 MW IT Load or above.	Proof of experience and expertise.
5	Mission-Critical Infrastructure Experience	If direct Data Centre experience is held by a partner rather than the Lead Member, the Lead Member must demonstrate large infrastructure development/investment capability and bind the qualified Data Centre partner to the project.	Consortium agreement, partner undertaking, parent support, project credentials.

Sr. No.	Criteria	Minimum Requirement	Documentary Evidence
6	Electrical Infrastructure Capability	Applicant/consortium/partner shall demonstrate capability to design, procure or deliver high-load electrical infrastructure, including HT/EHT power intake, transformers, switchgear, UPS, backup power and electrical monitoring.	Project sheets, consultant credentials, EPC credentials, SLD examples, technical partner undertaking.
7	Power Procurement Capability	Applicant shall submit a power sourcing strategy for Phase 1 and full 200 MW scale-up, including grid supply, substation requirements, open access, renewable energy, backup power and energy storage options.	Power strategy note, utility correspondence if available, renewable energy MoUs/PPAs if available.
8	Cooling Capability	Applicant shall submit cooling design philosophy suitable for high-density racks and scalable campus development.	Cooling strategy, MEP credentials, OEM support, consultant credentials.
9	AI / HPC Readiness	Applicant shall state whether the project will support high-density AI/HPC workloads and, if so, define rack density, liquid-cooling readiness, floor loading and power distribution approach.	AI/HPC readiness note, design assumptions.
10	Network Connectivity	Applicant shall submit a carrier-diverse network strategy with at least two physically diverse fibre routes proposed for the campus.	Network strategy, telecom provider discussions/letters if available, fibre route map if available.
11	Financial Standing	Applicant/consortium shall have positive net worth in the latest audited financial year and demonstrate financial capacity proportionate to the proposed project.	Audited financials, CA certificate, net worth certificate.
12	Minimum Financial Capacity	For a 200 MW project, Applicant/consortium should demonstrate one or more of: net worth of at least INR 1,500 crore; committed capital/funds under management of at least INR 5,000 crore; or binding investor/lender support acceptable to MAHAPREIT.	Audited accounts, FUM certificate, bank comfort letter, board resolution, term sheet.
13	Phase 1 Funding Plan	Applicant shall submit a credible equity and debt plan for Phase 1.	Financial model, funding/lender-investor correspondence, board approval.
14	Land Requirement	Applicant shall submit estimated land requirement, site selection criteria, preferred locations and whether land is owned, under option, to be procured or to be facilitated by MAHAPREIT. Phase 1 and Phase 2 feasibility studies (to be undertaken after award of preferred-bidder status and contract approvals) must yield a positive go/no-go against industry-standard land-selection indicators.	Land note, site plan, ownership/lease/option documents if available.
15	Statutory Approvals Plan	Applicant shall submit, at design stage, an approvals roadmap covering building, fire, electrical, environmental, water, telecom, labour, tax and other applicable permissions.	Approval matrix, compliance plan.
16	Sustainability	Applicant shall submit, at design stage, a sustainability plan covering renewable energy, PUE, WUE, emissions, e-waste, battery disposal, water management and environmental safeguards.	ESG plan, renewable energy plan, energy model.

Sr. No.	Criteria	Minimum Requirement	Documentary Evidence
17	Security and Compliance	Applicant shall submit, at design stage, a physical security, cyber security, data protection and operational resilience framework.	Security concept, compliance matrix, certifications if available.
18	Key Experts	Applicant shall demonstrate access to qualified experts in Data Centre design, electrical systems, cooling, power procurement, network, cyber security, project finance, statutory approvals, ESG and O&M.	CVs, organisation chart, engagement letters.
19	Implementation Schedule	Applicant shall submit a schedule for DPR, site finalisation, approvals, financial closure, construction, commissioning and COD.	Gantt chart, milestone plan.
20	No Blacklisting	Applicant and consortium members shall not be blacklisted/debarred by government or public authorities.	Undertaking on letterhead.
21	No Insolvency / Wilful Default	Applicant and consortium members shall not be subject to material insolvency, liquidation, wilful default or fraudulent-borrower classification.	Undertaking, auditor/company secretary certificate if required.
22	Acceptance of EOI Terms	Applicant shall submit unconditional acceptance of all terms and conditions of this EOI, Corrigendum-1 and Corrigendum-2.	Undertaking signed by authorised signatory.

12. Evaluation Criteria

EOI proposals shall be evaluated only after Bidders satisfy the mandatory qualifying conditions and minimum qualification requirements.

Sr. No.	Evaluation Criteria	Weightage	Assessment Focus
1	Data Centre Experience and Credentials	10	Data Centre capacity delivered, project complexity and relevance.
2	200 MW Campus Vision, Master Planning and Phase-wise Delivery Strategy — High-level proposal	50	Campus scalability, phasing realism, land logic, modularity and expansion readiness.
3	Technical Design experience: Power, Cooling, Redundancy, AI/HPC Readiness, Security and Operations	10	Electrical topology, cooling topology, resilience, PUE/WUE assumptions, rack density, physical security, cyber security and operational model.
4	Financial Strength, Funding Plan and Investment Mobilisation Capability	10	Net worth, committed capital, lender support, equity plan, financial model and Phase 1 funding certainty.
5	Team Strength, Supplier Ecosystem, Consortium Quality and Key Expert Availability	10	Roles, experts, technical partners, operator capability and governance.
6	Presentation to MAHAPREIT	10	On Bidder's Technical Proposal covering the above aspects.
	Total Technical Score	100	

- i. Minimum qualifying technical score shall be 65 out of 100.
- ii. A Bidder scoring less than 50% in any of the following critical categories shall not qualify, even if its total score exceeds 75: Technical Design; Financial Strength; Land/Power/Fibre Readiness; or Data Centre Experience. Bidders are required to make a PowerPoint Presentation (PPT), either in physical mode or online mode.
- iii. MAHAPREIT may invite only technically qualified bidders for commercial discussions, financial offer, negotiation, best-and-final offer or the subsequent RFQ/RFP stage.
- iv. MAHAPREIT may seek clarifications, additional documents, lender confirmations, investor undertakings, partner undertakings, customer references, site documents and technical details from any Bidder.

13. Documents to be Submitted by Bidder

A. General and Legal Documents

- Covering letter on Bidder letterhead.
- Letter of Intent for development of the proposed 200 MW Data Centre Project.
- Certificate of incorporation / registration certificate.
- Memorandum and Articles of Association / LLP agreement / partnership deed / charter documents.
- PAN, GST registration and other applicable statutory registrations.
- Board resolution authorising participation in the EOI.
- Details of registered office, corporate office, contact person and authorised representative.
- Shareholding structure and ultimate beneficial ownership details.
- Group structure, parent company details and affiliate details.
- Consortium agreement / MoU / letter of association, if applicable.
- Details of Lead Member and role of each consortium member.

B. Financial Documents

- Audited financial statements for the last three financial years of the Lead Member or consortium of partnerships which form the bidder response.
- Turnover certificate or funds-under-management certificate, where applicable.
- Details of committed capital, investor support, lender support or board-approved investment allocation.
- Bank comfort letters, lender letters, investor commitment letters or term sheets, if available.
- Details of material borrowings, credit rating, debt obligations and contingent liabilities.
- Undertaking confirming no wilful default, fraudulent-borrower classification or material lender enforcement action.
- Preliminary financial model for the proposed project or Phase 1.

C. Data Centre High Level Proposal Response

The following should be the content of the High Level Proposal in response to, and for evaluation under, this EOI. This is the primary response documentation that will be evaluated from the Bidder.

Executive summary

- Statement of interest.

- Confirmation of understanding: 200 MW Datacentre campus, phased delivery, high power demand, critical infrastructure, long-term scalability.
- Clear statement of Bidder's value proposition.

Bidder profile

- Company overview and ownership structure.
- Relevant experience in data centres, power infrastructure, large-scale construction, utilities or telecoms, or critical facilities.
- Financial standing summary, without requiring full due diligence at EOI stage.

Relevant project experience

- Comparable data centre projects delivered or supported.
- Large power, grid, substation, cooling, fibre or campus infrastructure experience.
- Case studies with headline details: capacity, location, role, delivery model, timeline and client type.

Understanding of the opportunity

- Recognition that 200 MW requires careful planning around grid capacity, land, cooling, fibre, permits, sustainability and phased delivery.
- High-level view of key success factors.
- Early identification of constraints: power availability, water use, permitting, supply chain, long-lead equipment and grid-connection risk.

Proposed development approach

- Phased campus delivery strategy, for example 25 MW, 50 MW or 100 MW blocks.
- Modular expansion approach.
- High-level design philosophy: resilient, scalable, energy-efficient, secure and operable.
- Suggested route from EOI to feasibility, concept design, commercial proposal and final investment decision.

High-level technical concept

- Indicative Datacentre topology: campus layout, white space, substations, energy centres, cooling zones, fibre routes and logistics areas.
- Target resilience level, such as N+1, 2N, or a tier-aligned philosophy.
- High-level power architecture: utility intake, HV/MV substations, transformers, switchgear, UPS, backup generation or alternative backup strategy.
- High-level cooling strategy: air cooling, liquid-ready design, hybrid cooling, or free cooling where climate allows.
- Basic assumptions around PUE, density, rack power and expansion capacity.

Power and energy strategy

- Understanding of grid connection requirements for 200 MW.
- Initial view on substation requirements and grid interface.
- Renewable energy, PPA, battery storage, or energy flexibility options.
- Early view on backup power strategy.
- Statement that detailed power studies would follow in the next phase.

Site and land considerations

- High-level land requirement estimate.
- Key site selection criteria: grid proximity, fibre access, flood risk, planning status, logistics, security, environmental constraints and future expansion.
- No need for detailed surveys yet, but Bidders should show they understand what must be checked.

Connectivity and network strategy

- Fibre diversity principles.
- Carrier-neutral design intent.
- Proximity to network routes, IXPs, cloud regions or major enterprise demand centres.
- Basic approach to meet-me rooms, diverse duct entries, and campus fibre resilience.

Sustainability approach

- Energy efficiency principles.
- Renewable power strategy.
- Water use philosophy.
- Carbon reduction approach.
- Circular economy and low-carbon materials intent.
- Alignment with ESG reporting expectations.

Planning, permitting, and compliance

- High-level understanding of likely permits and approvals.
- Environmental, grid, construction, fire, safety, and operational compliance considerations.
- Applicable standards or reference frameworks, such as Uptime Institute, ASHRAE, TIA-942, ISO 27001, ISO 14001, ISO 50001, local building codes and grid codes.

Delivery model

- Suggested contracting approach: EPC, design-build, JV, development partner, or operator model, or phased packages.
- Indicative delivery sequence.
- Early programme showing major milestones only.
- Long-lead items identified: transformers, switchgear, generators, UPS, chillers, busbar, and grid equipment.

Operations and maintenance approach

- High-level operating model.
- Facilities management capability.
- Security operations, monitoring, maintenance, spares and incident response.
- Approach to uptime, safety and operational readiness.

Commercial approach

- Indicative commercial model, not a full priced bid.
- Capex and opex cost drivers, without detailed estimates unless requested.
- Funding capability or financing approach, if relevant.
- Key commercial assumptions and exclusions.

Project team and governance

- Proposed leadership team.
- Relevant CV summaries.
- Delivery governance model.
- Decision-making, reporting, risk management, and stakeholder management approach.

Risk register

- High-level risk register only.
- Key risks: power availability, permits, land constraints, cooling strategy, equipment lead times, inflation, grid delays, environmental approvals and tenant demand.
- Suggested mitigations.

Information required from the client

- Target location or preferred sites.
- Whether 200 MW means IT load or total utility load.
- Target resilience level.
- Preferred delivery timeline.
- Grid connection status.
- Sustainability targets.
- Commercial model preference.
- Anchor tenant or hyperscaler requirements, if any.

Assumptions and exclusions

- Clear list of assumptions used to prepare the EOI response.
- Exclusions for this stage: detailed design, full cost plan, surveys, grid studies, environmental impact assessments, geotechnical reports, planning applications and firm supplier quotations.

Next-step proposal

- Recommended feasibility phase.
- Scope for next stage: site due diligence, grid feasibility, concept masterplan, planning review, technical basis of design, capex range, programme and risk review.
- Suggested timeline and deliverables for the next phase.

D. Experience, Credential and Undertaking Documents

- Details of completed Data Centre delivery and related projects.
- Details of ongoing Data Centre projects.
- Details of mission-critical infrastructure projects, if relevant.
- Details of certifications achieved or proposed, including relevant Data Centre, information security, business continuity and environmental certifications.
- CVs of key experts.
- Organisation chart for project delivery and operations.
- Undertaking accepting all EOI terms.

- Undertaking for no blacklisting/debarment.
- Undertaking for no insolvency/liquidation/bankruptcy.
- Undertaking for no wilful default.
- Undertaking for compliance with applicable laws.
- Undertaking for data protection and cyber security compliance.
- Undertaking for environmental, labour, tax and safety compliance.
- Litigation and regulatory proceedings disclosure.
- Signed and stamped copy of the complete EOI document, including Corrigendum-1 and Corrigendum-2.
- Receipt of EOI fee, EMD, processing fee or other applicable fee.

All documents shall be signed and stamped by the authorised signatory. Documents issued outside India should be notarised, apostilled or consularised where required.

14. Letter of Intent to be Submitted by Bidder

(The Bidder shall submit a Letter of Intent on its letterhead in the following suggested format.)

Date: [TBC]

To,

The Project Director (SIP),

Mahatma Phule Renewable Energy & Infrastructure Technology Limited,

B-501, Pinnacle Corporate Park, Bandra Kurla Complex, Bandra East, Mumbai 400051.

Subject: Letter of Intent for Development of Proposed 200 MW Data Centre Project

Dear Sir / Madam,

We, [name of Bidder], having our registered office at [TBC], hereby submit our Letter of Intent in response to the Expression of Interest issued by MAHAPREIT for development of a proposed 200 MW Data Centre Project in Maharashtra.

- 1) We are interested in developing, financing, implementing and operating a Data Centre campus with envisaged aggregate capacity of up to 200 MW Total Load, either directly, through a consortium, or through a project-specific SPV.
- 2) We understand that the project is expected to support mission-critical digital infrastructure requirements, including hyperscale, cloud, enterprise, AI/HPC, colocation, disaster recovery and public-sector digital workloads.
- 3) We confirm that we have the financial, technical, managerial and project implementation capability, either directly or through consortium members/affiliates/partners, to undertake the proposed project.
- 4) We agree to submit a high-level project proposal for the project that meets the requirements set out in the EOI.
- 5) We agree to form an Indian SPV for project implementation if required by MAHAPREIT.
- 6) We agree to engage with MAHAPREIT for transaction facilitation, government coordination, stakeholder engagement and PMU support on terms to be set out in the LOI/Work Order/Contract Agreement/Implementation Agreement.
- 7) We agree to pay applicable transaction facilitation, PMU, processing, statutory and other charges as specified in the EOI and contract agreements, if required and as mutually agreed.
- 8) We confirm that all information submitted by us is true, complete and accurate. We understand that misrepresentation may result in rejection of our proposal, forfeiture of applicable amounts and termination of engagement.
- 9) We confirm that we have not been blacklisted, debarred or banned by any Central Government, State Government, PSU, statutory authority, financial institution, court or tribunal.
- 10) We confirm that we are not subject to insolvency, liquidation, bankruptcy, winding-up or similar proceedings that would materially impair our ability to perform the project.
- 11) We agree to comply with applicable Indian laws, including data protection, cyber security, environmental, electrical safety, fire safety, labour, taxation, foreign investment and anti-corruption laws.
- 12) We agree to submit a presentation, high-level proposal, commercial proposal, and to participate in due diligence meetings and clarification processes as required by MAHAPREIT.

- 13) Our proposal shall remain valid for 120 days from the date of opening of proposals, or such extended period as may be mutually agreed.

Thanking you,

Yours faithfully,

For [Name of Bidder]

Authorised Signatory

Name:

Designation:

Company Seal:

15. Issuance and Acceptance of Letter of Intent by MAHAPREIT

MAHAPREIT will issue a Letter of Intent to the successful Bidder (Preferred Bidder)/Applicant/Project Proponent after evaluation of the EOI proposal, fulfilment of qualification requirements and approval of the competent authority.

The successful Bidder shall submit unconditional acceptance of the LOI within three weeks from the date of issuance, unless extended by MAHAPREIT at its sole discretion. Once unconditional acceptance of the LOI is submitted by the selected bidder, the successful bidder would be the preferred bidder. Failure to submit unconditional acceptance within the stipulated period may result in cancellation of the LOI, forfeiture of applicable amounts under Clause 18.L, and/or selection of another eligible bidder. Issuance of the LOI shall not create an unconditional right in favour of the Bidder. Rights and obligations shall arise only under contract agreements executed by the parties. MAHAPREIT may require the successful Bidder to submit updated financial, technical, consortium, power, land and customer documents before execution of the Contract Agreement.

16. Period of Engagement of Bidder

- i. The selected Bidder shall be engaged with MAHAPREIT for an initial project development and transaction facilitation period of 36 months from the date of Work Order/Contract Agreement/Implementation Agreement, or until six months after Phase 1, whichever is later.
- ii. For a phased 200 MW Data Centre Project, the engagement will be extended to cover subsequent phases as required, subject to satisfactory performance, achievement of milestones, continued project viability and approvals.

17. Exit Management and Termination

- i. This clause shall apply to the expiry or termination of the Bidder services contract, project implementation agreement, operation and management agreement or any other contract agreement executed for the project.
- ii. The parties shall ensure orderly transition, handover and protection of project records, approvals, technical documents, stakeholder correspondence, data rooms, drawings, contracts, warranties and operational documents.
- iii. In case the engagement is terminated after project operations have commenced, MAHAPREIT may require the selected Bidder to continue critical operations for a transition period of up to six months, or such other period specified in the Contract Agreement, to protect continuity of services and customer commitments.
- iv. The Bidder shall cooperate in novation, assignment or handover of contracts, licences, approvals, service arrangements and operational documents where required and legally permissible.

- v. MAHAPREIT may terminate the LOI/engagement by giving not less than thirty days' written notice to the Preferred Bidder upon occurrence of any material default, unless immediate termination is required due to fraud, misrepresentation, security risk, public interest or statutory direction.
- vi. MAHAPREIT may terminate if the Preferred Bidder fails to remedy a failure in performance within thirty days of receipt of notice, or within such further period as MAHAPREIT may approve in writing.
- vii. MAHAPREIT may terminate if the Preferred Bidder becomes insolvent, bankrupt, enters into arrangement with creditors, undergoes liquidation or receivership, or becomes subject to proceedings materially affecting project delivery.
- viii. MAHAPREIT may terminate if the Bidder provides false, misleading or incomplete information during EOI submission, due diligence, negotiation or project implementation.
- ix. MAHAPREIT may terminate if the Bidder fails to mobilise funds, achieve agreed milestones, maintain required consortium arrangements, maintain required technical partner participation or comply with applicable laws.
- x. MAHAPREIT may terminate if the Bidder fails to perform services in accordance with good industry practice, EOI terms, LOI terms or contract agreements.
- xi. MAHAPREIT may terminate if force majeure prevents performance for a continuous period exceeding sixty days, subject to the terms of the Contract Agreement.
- xii. MAHAPREIT may terminate in its discretion and for reasons of public interest, procurement integrity, statutory direction, policy change or competent authority decision.
- xiii. Termination under this Clause shall be without prejudice to (a) MAHAPREIT's accrued right to the Transaction Facilitation and PMU Fee for milestones achieved up to the date of termination under Clause 7, and (b) MAHAPREIT's rights under Clause 18.L (Consolidated Forfeiture, Recovery and Set-off).

18. Confidentiality, Non-Disclosure and Other General Provisions

A. Confidentiality & Non-Disclosure

All technical, financial, and land data provided by MAHAPREIT shall be kept strictly confidential. The Bidder shall not disclose any project information to third parties without MAHAPREIT's prior written consent.

B. Obligation to Non-Disclosure of Information

Each Party shall hold in strict confidence all proprietary Confidential Information received during this EOI process and shall use it solely for evaluation and implementation of the Project. This restriction shall not apply to disclosures: (i) required by law, a binding court order, or a regulatory/statutory authority, including under the Right to Information Act, 2005, provided that any related notification obligation shall remain directory only and shall not delay or impede any statutory compliance timeline, and provided further that disclosure made for legitimate Government processing or in connection with a subsequent tender/EOI shall not, of itself, constitute a breach of this Clause; (ii) made to the Receiving Party's professional advisors, lenders or financiers on a need-to-know basis, subject to equivalent confidentiality undertakings; or (iii) of information that is already public through no fault of the Receiving Party. Each Party shall remain liable for any breach of this Clause by its employees, officers, consultants or agents.

This obligation shall survive completion, rejection, withdrawal or termination of the EOI process and the award or non-award of the Project, for a period of three (3) years thereafter. Upon written request by the disclosing Party or conclusion of the EOI process, whichever is earlier, the Receiving Party shall return or destroy all Confidential Information in its possession, save one copy which may be retained solely for record-keeping or regulatory-compliance purposes and which shall remain subject to this Clause.

Any breach of this Clause by the Bidder may cause irreparable harm to MAHAPREIT not adequately remedied by damages alone, entitling MAHAPREIT to seek injunctive relief or other equitable remedies, in addition to any other right or remedy available in law. For the avoidance of doubt, and notwithstanding anything else in this Clause, MAHAPREIT shall bear no liability whatsoever — whether direct, indirect, incidental or consequential — for any disclosure made for legitimate Government processing, statutory compliance, or a subsequent tender/EOI process.

C. Intellectual Property (IP) Ownership

All master plans, detailed project reports (DPRs), and architectural designs prepared for this 200 MW data centre campus shall be the property of the concerned SPV. The Bidder shall retain no exclusive rights therein post-termination, and MAHAPREIT and the SPV shall be entitled to use such materials for Project continuity, including engagement of a replacement Bidder or operator, without further consent of, or payment to, the outgoing Bidder.

D. Mandatory Project Insurance

The selected Bidder shall, at its own cost, maintain comprehensive insurance policies (including All-Risk, Third-Party Liability, and Cyber Security insurance) naming MAHAPREIT as a co-beneficiary/additional insured throughout the project lifecycle, and shall furnish evidence of such insurance and its renewal to MAHAPREIT on request.

E. Assignment & Transfer Restrictions

Unless otherwise expressly agreed in the contracts to follow, the selected Bidder shall not assign, or transfer its rights, roles, or liabilities under this project to any third party without the express, prior written approval of the Managing Director, MAHAPREIT. Any assignment or transfer in breach of this Clause shall be void ab initio and shall constitute a material default entitling MAHAPREIT to terminate the engagement under Clause 17.

F. Severability Clause

If any specific clause or financial sub-term of this EOI or any Corrigendum is declared invalid or unenforceable by a court of law, the validity and enforceability of all remaining clauses shall remain completely unaffected, and the Parties

shall endeavour to substitute the invalid provision with a valid one that most closely reflects the original commercial intent.

G. Limitation of Liability of MAHAPREIT

MAHAPREIT's role under this EOI and any resulting engagement is limited to that of Transaction Facilitator (Advisor) cum Project Monitoring Agency/PMU, as set out in Clause 5. Save in case of proven fraud or wilful misconduct, MAHAPREIT's aggregate liability, if any, arising out of or in connection with this EOI or the Project shall not exceed the Transaction Facilitation and PMU Fee actually received by MAHAPREIT from the selected Bidder/SPV in the twelve (12) months preceding the event giving rise to the claim, and MAHAPREIT shall in no event be liable for any indirect, incidental, special, punitive or consequential loss or damage, including loss of profit, loss of revenue, loss of business opportunity or loss of data, whether arising in contract, tort or otherwise.

H. Force Majeure

MAHAPREIT shall not be liable for any delay or failure in performing its obligations under this EOI to the extent such delay or failure arises from an event beyond its reasonable control, including act of God, natural disaster, pandemic or epidemic, war, civil commotion, strike, change in Government policy or law, order or direction of any Government or statutory authority, or failure of any third party (including any Government department, distribution licensee or transmission utility) to act. Upon cessation of such event, MAHAPREIT's obligations shall resume without any liability for the intervening period.

I. Relationship of Parties

MAHAPREIT's participation is solely in its capacity as Transaction Facilitator (Advisor) cum PMU. Nothing in this EOI or any resulting Contract Agreement shall be construed as constituting MAHAPREIT as an agent, principal, partner, joint venturer, guarantor or co-obligor of the Bidder, the Consortium, or the SPV, and MAHAPREIT shall not be liable for the acts, omissions, debts or liabilities of the Bidder, Consortium, SPV, or any of their contractors, consultants, lenders or customers.

J. Land and Finance Facilitation Disclaimer

Any facilitation by MAHAPREIT in identifying land parcels or a suitable financial agency under Clause 5.v is rendered on a best-effort, non-binding and non-warranty basis. MAHAPREIT makes no representation or warranty as to title, encumbrance, zoning, suitability, valuation or availability of any land parcel, or as to the terms, sanction or availability of any finance, and the Bidder/SPV shall be solely responsible for independent legal, technical and financial due diligence before acting on any such facilitation.

K. Renewable Energy Right of First Refusal — Mechanism

Pursuant to Clause 5.xxvii, before finalising any power purchase agreement or arrangement for renewable (RTC/FDRE) power for the Project with any third party, the Bidder/SPV shall give MAHAPREIT not less than thirty (30) days' prior written notice of the proposed commercial terms. MAHAPREIT shall have thirty (30) days from receipt of such notice to exercise its right of first refusal by matching such terms through open price discovery as per applicable norms; failure by MAHAPREIT to respond within such period shall be deemed a waiver of the right of first refusal for that specific requirement only.

L. Consolidated Forfeiture, Recovery and Set-off

Without prejudice to any other right or remedy available to it, MAHAPREIT shall be entitled to forfeit the EOI document cost, processing fee, EMD/Bid Security, and/or invoke and appropriate the Performance Guarantee/Bank Guarantee, wholly or in part, in the event of: (i) misrepresentation or suppression of material information by the Applicant; (ii) withdrawal or modification of the proposal after submission and before expiry of its validity; (iii) failure to submit unconditional acceptance of the LOI or to execute the Contract Agreement/Implementation Agreement within the stipulated or extended period; (iv) blacklisting, debarment, insolvency or winding-up of the Applicant or its Lead Member

during the currency of the EOI process or the engagement; or (v) any breach of the Integrity Pact at Annexure-1. MAHAPREIT shall further be entitled to set off any amount due and payable to it (including the Transaction Facilitation and PMU Fee under Clause 7) against any Performance Guarantee, retention or other amount held by it, or payable by it, to the Bidder/SPV under any related agreement.

M. Notices

All notices, approvals, consents or other communications required under this EOI shall be in writing and shall be deemed duly given if delivered by hand, registered post/courier with acknowledgement, or e-mail (to the addresses/e-mail IDs notified in Clause 20 or as subsequently updated in writing), and shall be deemed received: if delivered by hand, at the time of delivery; if sent by registered post/courier, five (5) days after posting; and if sent by e-mail, at the time of transmission, provided no delivery-failure notification is received.

N. Entire Agreement; No Waiver; Amendment

This EOI, read together with Corrigendum-1, Corrigendum-2 and any further corrigenda or written clarifications issued by MAHAPREIT, constitutes the entire understanding between the Parties in relation to the subject matter hereof and supersedes all prior discussions, negotiations and communications. No failure or delay by MAHAPREIT in exercising any right under this EOI shall operate as a waiver thereof, nor shall any single or partial exercise preclude any other or further exercise of that or any other right. No amendment or waiver shall be effective unless in writing and signed by the Managing Director, MAHAPREIT (or an officer authorised by the Managing Director).

19. Governing Law, Jurisdiction, and Dispute Resolution

Any dispute, controversy, or claim arising out of or relating to this EOI, any Corrigendum, or the subsequent Contract Agreement shall be governed and resolved under the following framework:

1. Governing Law

This EOI process, evaluation, and all subsequent definitive contracts executed between the Parties shall be governed by, construed, and enforced strictly in accordance with the Laws of India.

2. Exclusive Jurisdiction

Subject to the dispute resolution mechanism below, the Courts at Mumbai alone shall have exclusive territorial and subject-matter jurisdiction to entertain, try, and adjudicate any legal suit, action, or proceeding arising out of this Project.

3. Dispute Resolution Mechanism

In the event of any dispute, the Parties shall follow a mandatory multi-tier resolution process:

- Tier 1 (Amicable Settlement): The Parties shall first attempt to resolve the dispute amicably through direct, executive-level negotiations between the authorised leadership of both organisations within a period of thirty (30) days of one Party notifying the other of the dispute.
- Tier 2 (Reference to Expert Committee): If unresolved amicably, either Party may refer the matter to a mutually agreed independent technical expert panel or the Dispute Resolution Committee constituted by MAHAPREIT (after consultation with the selected Bidder), which shall render its recommendation within thirty (30) days of reference.
- Tier 3 (Arbitration): If the dispute remains unresolved sixty (60) days from its inception, it shall be finally resolved by arbitration under the Arbitration and Conciliation Act, 1996 (as amended from time to time), by an Arbitral Tribunal of three (3) arbitrators — one to be appointed by each Party within thirty (30) days of receipt of the notice of arbitration, and the two Party-appointed arbitrators to appoint the third, presiding arbitrator, within thirty (30) days thereafter. The arbitral award shall be final and binding on the Parties. Each Party shall bear its own costs of Tier 1 and Tier 2; the costs of arbitration shall be borne as directed in the award.

4. Seat, Venue, and Language

The seat and venue of arbitration shall be Mumbai, India, and the language of all proceedings, documentation, and the award shall be English.

5. Interim Relief

Notwithstanding Clause 19(3), either Party may approach a court of competent jurisdiction at Mumbai for interim or injunctive relief at any time, including before the constitution of the Arbitral Tribunal, without such recourse being treated as a waiver of, or being inconsistent with, the arbitration agreement.

6. Continuity of Project Work

It is an express condition of this process that the invocation of dispute resolution or ongoing arbitration proceedings shall not operate as a stay on the execution of the Project. The selected Bidder/Project Proponent is legally bound to continue the active execution of its development and milestone obligations, uninterrupted, while the dispute is being adjudicated.

20. Submission of EOI

The Bidder shall submit a hard copy of the EOI to MAHAPREIT.

Instructions to submit hard copy of EOI: The Bidder shall submit the EOI ONLY IN HARD BOUND FORM with all pages numbered serially and by giving an index of submissions. The EOI documents shall be sealed in an outer envelope which shall bear the EOI title, address of MAHAPREIT and the name and address of the Agency. It shall bear on top the following: “Do not open, except in the presence of the Authorized Person of the Authority.” If the envelope is not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the Proposal submitted and consequent losses, if any, suffered by the Applicant. The EOI documents must be delivered on or before the specified time and date. Hard copy of the EOI shall be submitted to PD (SIP), MAHAPREIT, and EOI documents submitted by fax, telegram, or e-mail will not be entertained.

Submission of EOI	Contact Details
Project Director, SIP MAHAPREIT B-701, Pinnacle Corporate Park, next to Trade Centre, BKC, Bandra (East), Mumbai 400051	CGM (Town Planning) MAHAPREIT B-701, Pinnacle Corporate Park, next to Trade Centre, BKC, Bandra (East), Mumbai 400051

21. Terms and Conditions for EOI

- The EOI documents shall be available on the notified website: <https://mahapreit.in> and Bidders shall download the EOI document from the said portal.
- Bidders may submit queries/communications through the designated e-mail ID (cgm.tp@mahapreit.in) of MAHAPREIT as mentioned in the EOI document.
- The last date of submission of proposal shall be as mentioned in the EOI notice/time schedule.
- Incomplete forms, incomplete documents, proposals without necessary details, proposals without enclosures and proposals without required payments are liable to be rejected.
- The language for submission of documents shall be English.
- The enclosed annexures/formats shall be filled completely, and wherever not applicable, it shall be clearly mentioned as “Not Applicable”.

- vii. The person signing the proposal documents on behalf of the Applicant shall submit valid authorisation/Power of Attorney wherever applicable.
- viii. If the Applicant intends to provide additional information for which sufficient space is not available in prescribed formats, the same may be furnished separately as an annexure/enclosure.
- ix. All pages of the proposal document and annexures shall be signed by the authorised signatory, and corrections, if any, shall be duly counter-signed. Overwriting shall not be permitted.
- x. MAHAPREIT reserves the right to verify and cross-check the information/details submitted by Applicants from concerned authorities, customers, utilities, lenders, investors or through any other suitable means.
- xi. MAHAPREIT reserves the right to annul the EOI process or accept/reject any or all proposals, wholly or partly, at any stage without assigning any reason and without incurring any liability whatsoever.
- xii. Any proposal incomplete in any respect or without supporting documents shall be treated as non-responsive and liable for rejection.
- xiii. Expenses incurred by the Bidder in preparation and submission of proposal, participation in discussions/presentations/meetings or furnishing clarifications shall not be reimbursed by MAHAPREIT under any circumstances.
- xiv. Conditional offers shall be summarily rejected. EOIs that do not fulfil the conditions and requirements laid down in this EOI document, or are incomplete in any respect, are liable to be rejected without assigning any reason.
- xv. The offer shall remain valid for a period of 120 days from the date of opening of proposals/financial quotes, unless extended further by mutual consent. If the offer is withdrawn during the validity period, appropriate action may be taken by MAHAPREIT as deemed fit, including under Clause 18.L.
- xvi. At any time prior to the deadline for submission of EOI, MAHAPREIT may modify or amend the EOI documents. Such amendments/corrigenda shall form part of the EOI documents and shall be binding on all prospective bidders.
- xvii. The successful Bidder shall execute a formal agreement/contract with MAHAPREIT and/or the concerned SPV/project entity within the prescribed period.
- xviii. The parties shall comply with applicable data protection and cyber security laws as amended from time to time. Any personal data or sensitive project data collected, processed, stored, shared or retained under the engagement shall be handled solely for project purposes and protected through appropriate technical and organisational safeguards.
- xix. Nothing contained in this EOI shall be construed as creating any right, entitlement or expectation in favour of any Applicant. The EOI process shall remain subject to applicable public procurement principles, internal approvals and decisions of the competent authority.
- xx. MAHAPREIT shall not be liable for any cost, expense, loss, damage or opportunity loss (whether direct, indirect or consequential) incurred by any Applicant/Bidder on account of rejection, annulment, suspension, deferment, delay or non-award of the EOI process, at any stage and for any reason, and no compensation shall be payable therefor.
- xxi. This EOI, together with Corrigendum-1, Corrigendum-2, and any further corrigenda or written clarifications issued by MAHAPREIT, shall be read together and form a single, integrated document. In the event of any inconsistency between the base EOI and a Corrigendum, or between successive Corrigenda, the Corrigendum issued later in time shall prevail.

- xxii. MAHAPREIT reserves the right, at its sole discretion and in the public interest, to relax, modify or waive any procedural (non-mandatory) requirement of this EOI, and to extend any timeline, without being obliged to extend a similar relaxation to any other Applicant, save as may be directed by the competent authority.

Annexure-1 (Integrity Pact)

INTEGRITY PACT

Between

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

hereinafter referred to as “The Principal”, and

..... hereinafter referred to as “The Bidder”

Preamble

The Principal intends to award, under laid-down organisational procedures, contract/s for The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relations with its Bidder(s).

Section 1 – Commitments of the Principal

1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:

- No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of, a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- The Principal will, during the tender process, treat all Bidder(s) with equity and reason. The Principal will, in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
- The Principal will exclude from the process all known prejudiced persons.

2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there is a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and may in addition initiate disciplinary actions.

Section 2 – Commitments of the Bidder(s)

1) The Bidder(s) commit themselves to take all measures necessary to prevent corruption. The Bidder commits to observe the following principles during participation in the tender process and during contract execution:

- The Bidder(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal’s employees involved in the tender process or the execution of the contract, or to any third person, any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- The Bidder(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
- The Bidder(s) will not commit any offence under the relevant IPC/PC Act; further, the Bidder(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically. The Bidder(s) of foreign origin shall disclose the name and address of the agents/representatives in India, if any; similarly, Bidder(s) of Indian nationality shall

furnish the name and address of the foreign principals, if any. Further details as mentioned in the “Guidelines on Indian Agents of Foreign Suppliers” shall be disclosed by the Bidder(s). All payments made to the Indian agent/representative have to be in Indian Rupees only.

- The Bidder(s) will, when presenting a bid, disclose any and all payments made, committed to, or intended to be made to agents, brokers or any other intermediaries in connection with the award of the contract.

2) The Bidder(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 – Disqualification from Tender Process and Exclusion from Future Contract

If the Bidder(s), before award or during execution, has committed a transgression through a violation of Section 2 above, or in any other form such as to put its reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s) from the tender process or take action as per the procedure mentioned in the “Guidelines on Banning of Business Dealings”.

Section 4 – Compensation for Damages

- 1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover damages equivalent to the Earnest Money Deposit/Bid Security.
- 2) If the Principal has terminated the contract according to Section 3, or is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Bidder liquidated damages of the contract value or the amount equivalent to the Performance Bank Guarantee.

Section 5 – Previous Transgression

- 1) The Bidder declares that no previous transgressions occurred in the last three years with any other company in any country conforming to the anti-corruption approach, or with any Public Sector Enterprise in India, that could justify its exclusion from the tender process.
- 2) If the Bidder makes an incorrect statement on this subject, it can be disqualified from the tender process, or action can be taken as per the procedure mentioned in the “Guidelines on Banning of Business Dealings”.

Section 6 – Equal Treatment of all Bidders

- 1) The Bidder(s) undertake(s) to demand from their subcontractors a commitment in conformity with this Integrity Pact.
- 2) The Principal will enter into agreements with identical conditions as this one with all Bidders.
- 3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 – Criminal Charges against Violating Bidder(s)

If the Principal obtains knowledge of conduct of a Bidder, or of an employee or a representative or an associate of a Bidder, which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8 – Pact Duration

- 1) The Pact becomes effective on signing and submission with the bid by the bidder.
- 2) For the successful bidder, the Integrity Pact ends 10 months after the last payment made to the successful bidder.
- 3) For unsuccessful bidders, the Pact remains valid for one month after award of contract.

If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this Pact as specified above, unless it is discharged/determined by MAHAPREIT.

Section 9 – Other Provisions

- 1) This agreement is subject to Indian Law. The place of performance and jurisdiction is the Registered Office of the Principal, i.e., Mumbai.
- 2) Changes and supplements, as well as termination notices, need to be made in writing. Side agreements have not been made.
- 3) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the Parties will strive to come to an agreement to their original intentions.
- 4) In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

For and on behalf of Bidder

(Office Seal)

Executive Director

Place:

Date:

Witness 1: (Name and Address)

Witness 2: (Name and Address)