



Mahatma Phule Renewable Energy and Infrastructure Technology Limited

(Subsidiary of MPBCDC, a Government of Maharashtra undertaking)

CIN No. U40106MH2021SGC358784

MHP/CGM/REEM/BMC/PreBid/2025-26

02/01/2026

Subject: Replies to Pre-bid queries for the project "Appointment of an energy auditing firm to conduct energy baseline assessment study pre and post implementation of retrofitting of various electrical appliances in institutional buildings across MCGM jurisdiction."

RFP No: MAHAPREIT/REEM/BMC/ENRG/AUDT/2025-26 Published on <https://mahatenders.gov.in/> and <https://mahapreit.in/> on date 19/12/2025.

Prebid meeting Date: 24/12/2025

Time: 3:00 PM to 4:00 PM

Replies to Queries received from Bidders for the project: Appointment of an energy auditing firm to conduct energy baseline assessment study pre and post implementation of retrofitting of various electrical appliances in institutional buildings across MCGM jurisdiction is attached herewith this letter.

Sd/-
CGM (REEM)
MAHAPREIT, Mumbai

Replies to Pre-bid queries

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Replies to Pre-bid queries

Sr. No.	Tender Clause	Original Clause	Bidders request/Suggestion :	Reply by MAHAPREIT
1	Clause no. 3.23 Page no. 18-19 of 30 of ATC of Tender document	FORCE MAJEURE: Force Majeure Event: The Parties hereto agree that a Force Majeure Event shall mean any unforeseeable act or event that prevents the affected Party from performing its obligations under this Contract or complying with any.....	We request you to add the following events in the Force Majeure definition i.e. “Pandemic, any other catastrophic unforeseeable, circumstances, any statutory, rules, regulations, orders or requisitions issued by a Govt. department or competent authority thereon considering Covid-19 situation. Please consider	Accepted

			<p>We request you to kindly allow us to provide a written notice within 60 (Sixty) days of occurrence of such force majeure.</p> <p>Please consider</p> <p>We request you to kindly include notice period of 60 days in case of termination due to force majeure if applicable for this contract.</p> <p>Please consider</p>	30 Days
2	Clause no. 3.20 Page no. 17 of 30 of Tender document	<p>ARBITRATION:</p> <p>In the event of failure to resolve dispute/ differences related to Contract and relating to interpretation of the clauses therein the parties are hereby agreed for its resolution / Adjudication etc. by referring it to the Institutional Arbitration established /recognized by the State Govt/Central Govt.....</p>	<p>We request you to kindly consider the Arbitration as per Indian Arbitration and Conciliation act 1996 & appointment of “Sole & independent Arbitrator” should be agreed by both the parties mutually for any amount of claim.</p> <p>Please consider</p>	Accepted
3	Clause no. 3.21 Page no. 17-18 of 30 of Tender document	<p>TERMINATION OF CONTRACT:</p> <p>The MAHAPREIT may by giving not less than thirty (30) days written notice of termination to the Bidder, terminate this Contract upon the occurrence of any of the events specified in paragraph as below.....</p>	<p>a) We request you to consider prior written notice of 60 days before termination of Contract due to any reason.</p> <p>b) We request you to please allow the equal right for termination by giving 60days prior notice in writing to the contractor</p> <p>c) We understand that client shall pay the outstanding fee prior to the termination, also we request you to please give the clarification on the payment after the termination of the contract.</p> <p>Please consider</p>	Tender conditions prevail

4	Clause no. 3.29 Page no. 19 of 30 of Tender document	INDEMNITY: The Parties hereto agree that the Bidder shall indemnify and defend the MAHAPREIT and its representatives and employees, and hold the Owner, its representatives, employees harmless from.....	We understand that the limit of indemnification by the Contractor will be limited to the contract fees in any circumstances. Please confirm	Tender conditions prevail
5	General	PENALTY:	We understand the Penalty applicable under this contract to be limited to a maximum of 5% of the total contract value. Please confirm	Tender conditions prevail
6	General	LIMITATION OF LIABILITY:	We understand the Limitation of Liability shall be limited to 100% of the total contract fees under any circumstances for this contract. Please confirm	Tender conditions prevail
7	Clause no. 3.27 Page no. 19 of 30 of Tender document	PAYMENT:	No milestones payment terms mentioned, please clarify.	Payment will be done by external agency responsible for installation of appliances through MAHAPREIT on actual work done basis
8	Sl. No. 6 Page no. 7 of 30 of Tender document	LAST DATE OF SUBMISSION OF BIDS IN RESPONSE TO RFP: 05/01/2025 at 15:00 Hrs.	We understand that suitable time gap shall be provided to the bidders after the minutes of meeting/ clarification of queries are provided. Also, duly considering the nature of expertise involved and niche services to be provided for this assignment, we are in the process of preparing a comprehensive proposal. Further, being a company having	No change

			<p>headquarter in Munich, Germany, our proposal are being reviewed and approved at global level.</p> <p>In consideration of the same, we request you to please grant an extension of 7 days till 12th Jan 2026 from the due date of submission.</p> <p>Please consider</p>	
9	General		Please clarify the approximate timeline for the installation of these retrofits	Tender conditions prevail
10	General		Please clarify if site visit expenses have to be included.	Tender conditions prevail
11	General		Please confirm all the 100 buildings will be within Mumbai.	Yes, within MMR Region
12	Clause no. 3.27 Page no. 19 of 30 of Tender document	PAYMENT: Payment to the auditing agency will be directly made by external agency responsible for installation of appliances in the institutional buildings...	<p>No milestones payment terms mentioned, please clarify.</p> <p>Please provide the details of external agency who will be making the payments. Kindly confirm is the agency finalized.</p> <p>Please give more clarity on invoicing cycle. We request to consider milestone payment terms.</p>	Payment will be done by external agency responsible for installation of appliances through MAHAPREIT on actual work done basis
13	General	PERFORMANCE SECURITY:	Is performance Security applicable. If yes, please provide the details.	NA
14	General	TAXES:	We request you to clarify if the rates that needs to be quoted is inclusive of tax or exclusive of tax.	As per format of bid submission