

CORRIGENDUM- 1

EOI Name: EOI for Providing Transaction Advisory cum Project Monitoring Agency/ Project Monitoring Unit (PMU) for Development of a 200 MW Data Centre Project in Maharashtra.

Ref:

1. EOI No. and Date: MHP/CGM(TP)/2026/02, Dated 26/06/2026
2. Extension notice uploaded on 31/07/2026

The agencies are requested to note the following:

Sr.	Original Clause	Modified Clause
1	Extension Notice dated 31/07/2026: The last date for submission of Expression of Interest (EOI), Providing Transaction Advisory cum Project Monitoring Agency/ Project Monitoring Unit (PMU) for Development of a 200 MW Data Centre Project in Maharashtra was previously 31/07/2026. It is hereby extended to 31/08/2026 till 15:00 Hrs.	The last date for submission of above said EOI is kept open till 15 Oct.2026 (Approx. 3 Months) up to 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 meanwhile, subsequent RFP/RFQ tender components; meanwhile accommodating 3 Months cutoff to allow subsequent independent batches to be received and processed without prejudice to earlier cycles.
2	EOI Name: EXPRESSION OF INTEREST (EOI) for Providing Transaction Advisory cum Project Monitoring Agency/ Project Monitoring Unit (PMU) for Development of a 200 MW Data Centre Project in Maharashtra.	EXPRESSION OF INTEREST (EOI) for Development of a 200 MW Data Centre Project in Maharashtra for which MAHAPREIT providing Transaction Advisory cum Project Monitoring Unit

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		(PMU) services for the selected Bidder to implement the project
3	Newly added Clause -	Note:2. Estimated project cost is INR 15,000 Crores or INR 150 Billion. The estimated cost inter alia includes but 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, project management and implementation costs in phases and includes all incidental and contingency cost required to successfully commissioning 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, tenant fit-out not funded by the SPV.
4	Key Definitions and Interpretation: Approved Project Cost: The project cost approved in the DPR, financial model, or definitive agreement for the relevant phase, including project development, DPR preparation, feasibility studies, consultancy and expert services, approvals, design, construction, financing, statutory charges, legal expenses, project management and implementation costs.	Approved Project Cost: The project cost approved by MAHAPREIT in accordance with the DPR, which shall necessarily include but 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

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	Customer-owned IT equipment shall be excluded unless expressly included.	expenses, project management and implementation costs in phases and includes all incidental and contingency cost required to successfully commissioning 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, tenant fit-out not funded by the SPV.
5	Clause 3 i. MAHAPREIT proposes to facilitate development of a Datacentre campus with envisaged aggregate capacity of up to 200 MW IT Load / Critical IT Load in Maharashtra.	MAHAPREIT proposes to facilitate development of a Datacentre campus with envisaged aggregate capacity of up to 200 MW Total Load in Maharashtra.
6	Newly added Clause -	Clause 3.ii. Total Estimated Project Cost is INR 15,000 Crores or INR 150 Billion for 200 MW Data Centre. However, this will be subject to fine-tuning & preparation of DPR.
7	Clause 3 iii. The Bidder shall clearly specify whether the proposed 200 MW capacity refers to IT Load / Critical IT Load , total facility load, contracted demand, installed transformer capacity, utility intake capacity or any other technical basis.	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.
8	Clause 5.v.	MAHAPREIT shall facilitate identifying suitable land for the project as per

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	MAHAPREIT shall facilitate identifying suitable land for the project as per 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 facilitate arranging finance/ funds for the project, fees to the extend of 2% of the arranged finance/ funds will be charged separately.	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, <i>additional facilitation charges payable to MAHAPREIT for this specific fundraising service shall be determined separately on mutual agreed terms and conditions.</i>
9	Clause 5. xi. To support review of whether the Bidder proposal appropriately addresses Data Centre-specific requirements, including IT Load definition, power redundancy, cooling redundancy, PUE assumptions, WUE assumptions, rack density, AI / HPC readiness, physical security, cyber security, operations model and SLA readiness.	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.
10	Clause 5. xv. To monitor project milestones after issuance of 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, EPC / MEP appointment,	To monitor project milestones after issuance of 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

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	construction commencement, equipment procurement, testing and commissioning, integrated systems testing, customer readiness and commercial operation date.	commencement, equipment procurement, testing and commissioning, integrated systems testing, customer readiness and commercial operation date.
11	Newly added Clause -	Clause 5. xxvii. The renewable power for the project on RTC /FDRE basis shall be supplied by MAHAPREIT on RESCO or EPC mode as may be decided by bidder. MAHAPREIT shall retain the right of first refusal for the opportunity to supply the renewable power required for the project, price for which shall be determined by means of open price discovery by the PMU /MAHAPREIT as per applicable norms.
12	Clause 6.i. To submit a high-level proposal for development of a Data centre campus with aggregate capacity of up to 200 MW IT Load / Critical IT Load, including phase-wise implementation, investment structure, land requirement, power requirement, cooling strategy, network strategy, customer strategy and implementation schedule.	To submit a high-level proposal for development of a Data center 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.
13	Clause 6.viii. To design the Datacentre campus to support phased growth up to 200 MW IT 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	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

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	Bidder” and contractual and commercial commitments are in place)	Bidder” and contractual and commercial commitments are in place)
14	Clause 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 6% of project cost, the payment shall be made as per milestone and schedule mentioned in para. 8.	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 project cost, the payment shall be made as per milestone and schedule mentioned in para. 8.
15	Clause 9.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 IT Load / Critical IT Load, implemented in one or more phases.	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.
16	Clause 10.B. The Lead Member shall hold not less than 51% equity in the project SPV until financial closure and COD of Phase 1, unless otherwise approved by MAHAPREIT.	The Lead Member shall hold not less than 51% equity in the project SPV until for a period of 3 (three) years from the Commercial Operation Date (COD) of Phase 1, unless otherwise agreed upon in contract agreement.
17	Clause 11. Summary Qualification Requirements: Phase 1 Commitment: Min. Requirement: Applicant shall propose a commercially meaningful Phase 1, preferably not less than 50 MW IT Load, unless an alternate phasing plan is justified and accepted by MAHAPREIT.	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.
18	Newly added Clause -	Clause 5 xix.

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		MAHAPREIT, being the Transaction Advisor / PMU shall have the sole discretion to appoint any consultant/consultants for the purpose of discharging the responsibilities of MAHAPREIT. MAHAPREIT shall have the liberty to appoint any agency/ expert institution to carry out Third Party Quality Audit during the project execution and operations.
19	Timelines for Submission of EoI 1) Sr.No.7 -EOI Document Cost to be paid in Online mode – Rs. 5900/- (non-refundable, including 18% GST) 2) Processing fee- Rs.29,500/- (non-refundable, including 18% GST) 3) Pre-Bid Meeting - At MAHAPREIT Mumbai, Office Dated: 15/07/2026 @ 3:00 PM	Timelines for Submission of EoI 1) Sr.No.7 -EOI Document Cost to be paid in Online mode – Rs.1,18,000/-(non-refundable, including 18% GST) 2) Processing fee- Rs.10 lakhs + Rs.1.8 lakhs GST (non-refundable, including 18% GST) 3) Pre-Proposal Meeting - At MAHAPREIT Mumbai, Office Dated: 21/08/2026 @ 17:00 Hrs. Indian Time both offline & online mode. 4) Performance Guarantee- 5 % of the total TA/PMU fees as Performance Guarantee. Out of which 10% shall be paid by way of Demand Draft/ Banker's cheque of Scheduled/Nationalised Bank in favour of Mahatma Phule Renewable Energy &

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		Infrastructure Technology Ltd. payable at Mumbai and balance 90% shall be paid by way of bank guarantee of Nationalised Bank. Performance Guarantee shall be submitted upon issuance of the purchase order/ work order for commencement of the project activities
20	Clause No. 10 (B) Consortium Structure – The consortium shall nominate a Lead Member.	Clause No. 10 (B) Consortium Structure – The Consortium shall have maximum three members & shall nominate a Lead Member, who will hold at least 51% equity.
21	Newly added Clause -	Newly added Clause – Clause No.9. 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 Presiding schedule date of 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

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		institution, Statutory Authority, Public Sector Undertaking (PSU), Government Agency or local authority during the past 3 completed financial years preceding the Presiding scheduled date of EOI/RFP/RFQ & Tender as the case may be."
22	Newly added Clause -	Clause No. 19: Governing Law, Jurisdiction, and Dispute Resolution: Any dispute, controversy, or claim arising out of or relating to this EOI, Corrigendum, or the subsequent definitive agreements shall be governed and resolved under the following strict legal 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 mechanics outlined below, the Courts at Mumbai shall have exclusive territorial and subject-matter jurisdiction to entertain, try, and adjudicate any legal suits, actions, or proceedings arising out of this project. 3. Dispute Resolution Mechanism: In the event of any dispute, the parties shall execute a mandatory multi-tier resolution process:

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		• Tier 1 (Amicable Settlement): The parties shall first attempt to resolve the dispute amicably through direct, executive-level negotiations between the authorized leadership of both organizations within a period of 30 days. • Tier 2 (Reference to Expert Committee): If unresolved amicably, the matter may be referred to a mutually agreed independent technical expert panel or the Dispute Resolution Committee appointed by MAHAPREIT after consultation with selected bidder. • Tier 3 (Panel Arbitration): If the dispute persists beyond 60 days from inception, it shall be referred to a Three-member panel, appointed mutually, or in accordance with the Arbitration and Conciliation Act, 1996 (as amended from time to time). OR An arbitral tribunal comprising three arbitrators. • Appointment: One arbitrator shall be appointed by each party within 30 days of receipt of the notice of arbitration. The two party-appointed arbitrators shall appoint the third presiding arbitrator within 30 days thereafter. • Seat and Venue: The seat and venue of arbitration shall be

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		Mumbai, India. • Language: The proceedings shall be conducted in the English language. • Governing Law: This arbitration agreement shall be governed by the Arbitration and Conciliation Act, 1996 (as amended). • Binding Award: The award rendered by the majority of the tribunal shall be final and binding on the parties. 4. Seat, Venue, and Language: The formal seat and physical venue of all arbitration proceedings shall strictly be Mumbai, India. The statutory language used throughout the arbitral proceedings, documentation, and the final award shall exclusively be English. 5. 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 their development and milestone obligations uninterrupted while the dispute is being adjudicated
23	Newly added Clause -	Clause 6.xxvii. Anti-Corruption & Integrity Pact: The Bidder commits to strict zero-tolerance

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		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 prescribed format as given as Annexure-1.
24	Newly added Clause -	Clause No.18: 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. Intellectual Property (IP) Ownership: All master plans, detailed project reports (DPRs), and architectural designs prepared for this 200 MW data center campus shall be the property of the concerned SPV. The Bidder retains zero exclusive rights post-termination. 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 the co-beneficiary throughout the project lifecycle. Assignment & Transfer Restrictions:

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		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. Severability Clause: If any specific clause or financial sub-term of this EOI or Corrigendum is declared invalid or unenforceable by a court of law, the validity and enforceability of all remaining clauses shall remain completely unaffected.
25	Newly added Clause -	Clause 6.xiv. The proposed Data center cum project facility shall deploy best efforts to be Net-Zero compliant to the extent practicable.
26	The words “Definitive Agreement” In the entire EOI document	The words “Definitive Agreement” to be read as “Contract Agreement”

Sd/-

CGM (TP)
MAHAPREIT

Note: Other terms and conditions will remain unchanged

Reference Website: <https://mahapreit.in/>