

## Replies to pre-bid queries

**Date: 12/10/2026**

**Subject:** Replies to pre-bid queries for the project “Selection of Project Management Unit (PMU) cum Transaction Advisor for Solarization under Captive /Group Captive Model of All India Institute of Medical Science, Nagpur, Maharashtra”.

1. **RFP No:** MAHAPREIT/Captive /Group Captive/PMU/AIIMS/2026-27 Published on Date: 20/08/2026

### Replies to Queries:

Replies to Queries received from Bidders for the project: Selection of Project Management Unit (PMU) cum Transaction Advisor for Solarization under Captive /Group Captive Model of All India Institute of Medical Science, Nagpur, Maharashtra

#### Bidder - 1

| Sr No . | Clause No.                                                                       | Clause Mentioned in Tender                                                                                                                                                | Bidders Request/Suggestions                                                                                                                                                                 | MAHAPREIT Reply                                                                                                                                                                                                                                                                                                                                                                                        |
|---------|----------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1       | <b>Clause 2, Summary Details, page no. 3 And Clause 3.7.9 and page number 6.</b> | An EMD amount of ₹2,00,000 is specified under Clause 2 (Summary Details) on Page No. 3, whereas an EMD amount of ₹3,00,000 is mentioned under Clause 3.7.9 on Page No. 6. | MAHAPREIT is requested to clarify and confirm the applicable EMD amount to be submitted for participation under this RFP, considering the inconsistent amounts stated in the cited clauses. | The EMD amount of Rs. 3,00,000/- mentioned in Clause 3.7.9 (Section I, Page 6) is a drafting error. The correct EMD amount is Rs. 2,00,000/- (Rupees Two Lakh only), as mentioned in Clause 2 (Summary Details, Page 3), Section II – RFP Data at a Glance (Page 14), and Clause 5.7.9 (Section III, Pages 20–21). Accordingly, Clause 3.7.9 stands corrected to Rs. 2,00,000/- by way of corrigendum. |

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| 2 | <b>Clause 3.9.4 and page no 6</b>                                   | <b>VALIDITY FOR 120 DAYS:</b> The offer shall remain valid for a period of 120 (One Hundred Twenty) days from the Date of the opening price quotes unless extended | The clause states that the offer shall remain valid for a period of 120 days from the date of opening of Price Quotes. However, the date of opening of Price Quotes is not specified in the RFP and may vary depending upon the duration of the technical evaluation and bid processing stages.<br>MAHAPREIT is requested that the bid validity period be reckoned from the date of opening of the Technical Bid instead of the date of opening of the Price Bid, as this would provide greater clarity, certainty, | Tender Condition Prevail                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 3 | <b>A. RFP Data at a Glance, item 6; Clause 6.8, pages 14 and 41</b> | Item 6 requires Performance Security of 20% of total PMU contract value, whereas Clause 6.8 requires PBG/DD of 5% of contract value.                               | MAHAPREIT is requested to kindly reconcile the contradictory Performance Security requirements and confirm a single applicable amount. Considering the consultancy nature of the engagement and the separate LD/penalty provisions, we request that Performance Security be limited to 5% of the contract value, with validity and claim period clearly specified.                                                                                                                                                  | A discrepancy has been observed in the RFP regarding the Performance Security. Item 6 on page 14 mentions 20% of the Contract Value, while Clause 6.8 on page 41 mentions 5% of the Contract Value. MAHAPREIT will clarify this discrepancy through a corrigendum and confirm the applicable percentage.<br>The bidders' request to keep the Performance Security at 5% of the Contract Value, as mentioned in Clause 6.8 and generally followed for consultancy services, has been noted for consideration by MAHAPREIT. |

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| 4 | <b>A. RFP DATA AT GLANCE (SUMMARY DETAILS)</b><br><b>6. Retention Security Deposit (PBG)</b> | <b>Performance Security:</b> The selected bidder shall furnish a Performance Security equivalent to 20% of the total Contract Value of the PMU, in the prescribed form and within the stipulated period.                                                                                                                                                                                                                                                                                                                                                       | 1. We request MAHAPREIT to clarify the terms and conditions governing the release, reduction (if any), and return of the Performance Security/Performance Bank Guarantee (PBG), including the circumstances under which it may be invoked. Further, please confirm whether penalties, liquidated damages (LD), or any other contractual deductions may be recovered through invocation or adjustment of the Performance Security.<br>2. We note that the RFP contains multiple provisions relating to penalties, LD, and liability, including Clause 5.17 (Penalty Clause), Clause 7.11 (Warranty and Liability of the Bidder), and other references to LD. We request MAHAPREIT to clarify whether these provisions operate independently and cumulatively, or whether they are subject to an overall cap. Further, please confirm the maximum aggregate financial exposure of the Consultant under the contract, including penalties, LD, deductions, Performance Security invocation, and liabilities arising under Clause 7.11.<br>3. We request MAHAPREIT to provide the detailed methodology and formula for calculation of penalties, including | MAHAPREIT clarifies that the Performance Security/PBG will be released/returned as per the Contract terms, after satisfactory completion of the Consultant's obligations.<br><br><ul style="list-style-type: none"> <li>• Performance Bank Guarantee (PBG): Maximum 5% of the Contract Value.</li> <li>• Liquidated Damages (LD): Maximum aggregate LD shall be 10% of the Contract Value.</li> <li>• Penalties/deductions and liabilities under Clause 7.11 shall be governed by the specific provisions of the Agreement and shall not be construed as creating unlimited financial liability.</li> </ul> <p>Accordingly, the Consultant's exposure towards PBG and LD shall not exceed the above stipulated contractual limits.</p><br><p>The PBG may be invoked in case of a material breach or default by the Consultant, after due written notice, wherever applicable.</p><br><p>Penalties, Liquidated Damages (LD), or other deductions will be recovered as per the Contract terms. Recovery from the Performance Security/PBG will be made</p> |
| 5 | <b>5.17 PENALTY CLAUSE:</b>                                                                  | If the contractual services are not completed and compliance report is not submitted on or before every month from the Date of work order, then fine up to maximum 10% of the contract value shall be deducted from the fees payable against the bill. Further an amount maximum up to 10% of the contract/work order value shall be considered as maximum penalty for breach of Agreement conditions or unsatisfactory performance and/or delay in adhering to the prescribed timelines to achieve the milestones prescribed for completion of Scope of Work. |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 6 | <b>7.11 WARRANTY AND LIABILITY OF THE BIDDER</b>                                             | 7.11.1 Notwithstanding anything contained in this RFP, the Bidder agrees that they shall be liable for any defect/inadequacy/errors/inability/non-competency etc. in relation to the performance of the Services                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |

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|   |                                | <p>which are not in accordance to the Good Industry Practices or the provisions of this RFP. In such case, MAHAPREIT may penalize bidder to the extent limited to 10% of the contract value other than the L.D. and MAHAPREIT may also enforce the clause No.13 of this section in this regard.</p> <p>7.11.2 The Bidder shall be further liable for the any consequence of errors and omissions arising from the gross negligence on his part or on the part of his employees to the extent limited to 10% of the contract value.</p>  | <p>the basis for determining delays, milestone-wise applicability, cure periods (if any), and the manner in which such deductions will be applied.</p> <p>4. Considering the nature of the scope of work, timely completion of several activities will depend on approvals, data availability, stakeholder coordination, funding decisions, and other factors beyond the Consultant's control. We therefore request clarification on how delays attributable to such external factors will be treated while assessing milestone achievement, performance, LD, and penalties.</p> | <p>only if permitted under the Contract. The same amount will not be recovered twice.</p> <p>Penalties or Liquidated Damages (LD) will be applicable only for delays or defaults attributable to the Consultant, subject to due notice and verification.</p>                                                                                                                                                                                                                                                                                                                                                                                    |
| 7 | <b>7.13 LIQUIDATED DAMAGES</b> | <p>7.13.1 In the event of any delay attributable to the Consultant in achieving the agreed milestones or submission of deliverables as per the timelines specified in this RFP or as mutually agreed with MAHAPREIT, liquidated damages shall be levied at the rate of 0.5% (one-half percent) of the Contract Value per week of delay for the respective milestone or deliverable.</p> <p>The total liquidated damages payable by the Consultant under this clause shall not exceed 10% (ten percent) of the total Contract Value.</p> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | <p>MAHAPREIT confirms that penalties/fines and Liquidated Damages under Clauses 3.17/5.17 and 7.13 are intended to apply only to delays/defaults attributable to the Consultant. Delays directly caused by MAHAPREIT, AIIMS, the Developer, DISCOM/STU/SLDC or other statutory authorities, or events of Force Majeure, will be assessed on a case-to-case basis for a corresponding extension of time, on the Consultant furnishing supporting documentation. The 10% cap under Clause 7.13.1 is the ceiling for LD specifically; its interplay with Clause 5.17/7.11 is being reconciled as set out in the response to Query 4/5/6 above.</p> |

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|   |                                          | <p>7.13.2 The liquidated damages shall stand recoverable from progressive amount payable to the Bidder no sooner it becomes due in case any items of work have remained incomplete beyond the schedule completion period irrespective of the fact on whose account such delay has taken place. This amount so recovered from the Bidder shall be reimbursed if, after completion of all works, it is satisfactorily demonstrated to the MAHAPREIT that such delay had occurred due to no fault of the Bidder.</p> <p>7.13.3 Likewise, any amount due to the MAHAPREIT due to defect / inadequacy / errors etc. on the part of the Bidder shall stand recoverable from the progressive amount due to the Bidder.</p> |                                                                                                                                                                                                                                                                                                                                                                  |                           |
| 8 | <b>7.4 PAYMENT AND SUCCESS FEE MODEL</b> | <p>The payment shall be released as per the milestones mentioned below:</p> <p>a. 20% – Upon submission and acceptance of the Detailed Project Report (DPR).</p> <p>b. 20% – Upon achievement of budgetary provision / financial closure / SPV formation/</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                       | <p>The proposed payment milestones from (b) to (e) are linked to multiple sequential events within a single milestone, each of which may require significant time to achieve and may be dependent on external approvals, stakeholder actions, financing decisions, and implementation progress. As a result, payments could be substantially delayed despite</p> | Tender Condition Prevail. |

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|   |                   | <p>appointment of Developer, as applicable.</p> <p>c. 30% – During the project implementation phase, on a pro-rata basis against the progress of implementation.</p> <p>d. 20% – Upon successful commissioning of the project</p> <p>e. 10% – Upon performance stabilization and satisfactory completion/closure of the assignment.</p> | <p>continuous resource deployment and ongoing support by the Consultant. We therefore request MAHAPREIT to consider more granular and clearly defined interim milestones that are measurable and achievable over shorter intervals (e.g., every 2 to 3 months) to facilitate regular payments during the engagement. Alternatively, considering that the engagement requires deployment of qualified personnel and continuous support over a period of 24 months, we suggest adopting a time-based payment mechanism linked to resource deployment and level of effort. This would ensure timely compensation for services rendered while maintaining alignment with the ongoing support requirements of the assignment.</p> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 9 | <b>FORMAT 16:</b> | <b>FORMAT 16:</b> UNDERTAKING for ALMM GUIDELINES                                                                                                                                                                                                                                                                                       | <p>As per our understanding, FORMAT 16 is not applicable to the present consultancy/professional-services RFP because the Consultant will not supply, procure, install or commission solar PV modules or other equipment covered by the ALMM Guidelines. MAHAPREIT is requested to kindly confirm our understanding and confirm that submission of this undertaking is not required from the Consultant.</p>                                                                                                                                                                                                                                                                                                                 | <p>MAHAPREIT clarifies that, as part of the PMU scope, the Consultant/PMU shall be responsible for verifying and inspecting the materials/equipment proposed or supplied for the project to ensure compliance with the applicable ALMM Guidelines and other relevant Government/MAHAPREIT requirements. Accordingly, the PMU shall review the relevant documents, certifications, and supporting records and report any non-compliance to MAHAPREIT for necessary</p> |

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|    |                                      |                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | action. Therefore, the submission of FORMAT 16, wherever applicable to the PMU's scope and responsibilities, shall be as specified in the RFP.                                                                                                                                                         |
| 10 | <b>DETAIL<br/>SCOPE OF<br/>WORKS</b> | DETAIL SCOPE OF WORKS | <ul style="list-style-type: none"> <li>• The detailed scope of work should clearly define the roles, responsibilities, deliverables, and support obligations of MAHAPREIT and AIIMS during project development, implementation, operation, and maintenance phases.</li> <li>• Energy Efficiency Measures</li> <li>• MAHAPREIT is requested to please clarify whether the scope is limited to the solarization of the AIIMS campus or also includes energy efficiency interventions such as LED lighting, HVAC optimization, energy management systems, building energy audits, and other energy conservation measures.</li> <li>• Land Availability for Solar Project</li> <li>• Kindly confirm whether the land required for setting up the solar power project has already been identified and earmarked.</li> <li>• If the land has not yet been identified, please specify which party (MAHAPREIT or AIIMS) will be responsible for arranging, allotting,</li> </ul> | <p>As per the scope specified in the tender documents.</p> <p>The PMU shall be responsible for identifying suitable land/site for the proposed Solar Project for AIIMS, in coordination with the concerned authorities and stakeholders, and shall assess its suitability for project development.</p> |

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|    |                                      |                                                                    | and providing clear access to the land required for the project.                                                                                                                                                                                                                                                                                     |                                                                                                   |
| 11 | <b>DETAIL<br/>SCOPE OF<br/>WORKS</b> | Project size, DPR and Bidding Process for engagement of EPC player | <ul style="list-style-type: none"> <li>MAHAPREIT is requested to clarify the estimated capacity/size of the solar project envisaged for AIIMS. If the project size has not yet been determined, the scope of work should explicitly include assessment and determination of the optimal solar project capacity as part of the assignment.</li> </ul> | MAHAPREIT clarifies that the proposed Solar Project for AIIMS will have a capacity of up to 5 MW. |

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|    |                        |                                      | <ul style="list-style-type: none"> <li>• Further, as per our understanding, preparation of the DPR and the bidding process for engagement of the EPC contractor are expected to be one-time activities under this engagement. Accordingly, the scope and associated deliverables may be defined in line with this understanding. MAHAPREIT is requested to please confirm our understanding</li> </ul>                                                                                                                                                                                                                                           | MAHAPREIT clarifies that the preparation of the DPR and the bidding process for selection of the EPC Contractor shall be the responsibility of the appointed PMU. These activities shall be carried out as part of the PMU's scope of work, including the required technical, financial, and tender-related support.                                                                                                             |
| 12 | <b>6.1.1 Key Staff</b> | Deployment of Resources at MAHAPREIT | <ul style="list-style-type: none"> <li>• MAHAPREIT is requested to kindly clarify the number and designation of resources required to be deployed full-time at MAHAPREIT under this assignment.</li> <li>• Further, considering the nature of the scope of work, which involves stakeholder consultations, field assessments, site visits, and preparation of technical documents, we request that flexibility be provided regarding resource deployment. Resources may be allowed to operate from the consultant's office and visit the MAHAPREIT office as and when required, based on project needs and mutually agreed schedules.</li> </ul> | <p>As specified in Clause 6.1.1, the PMU shall deploy a minimum of two qualified resources on a full-time basis at the MAHAPREIT office, Mumbai, comprising <b>one Solar Expert and one Transaction Advisory Expert</b>, as required throughout the assignment.</p> <p>Additional resources may be deployed as required for field visits, site assessments, stakeholder consultations, and other project-related activities.</p> |

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| 13 | <b>6.2.1<br/>Technical Bid<br/>Evaluation<br/>criteria as<br/>follows</b> | TQ 2 The bidder shall have experience of preparation of Feasibility report/DPR for distributed solar power project for public utilities/public buildings for Government Authorities in last 5 years. | <ul style="list-style-type: none"> <li>Considering the nature and envisaged scale of the project, we request that experience in the preparation of Feasibility Reports/DPRs for solar power projects, solar parks, and solar projects integrated with Battery Energy Storage Systems (BESS) be considered as eligible experience under this criterion, rather than restricting eligibility only to distributed solar power projects. Such experience would be more relevant and aligned with the requirements of the proposed assignment and would enable participation from firms with broader and more pertinent expertise in utility-scale renewable energy projects.</li> </ul> | TQ 2 Experience preparing Feasibility Report/DPR/Financial Appraisal/TEV study for distributed solar power project for public utilities/public buildings for Government Authorities OR Private companies in last 5 years. |
| 14 | <b>6.2.1<br/>Technical Bid<br/>Evaluation<br/>criteria as<br/>follows</b> | TQ 5 The bidder shall have experience of providing consultancy services for solar power related projects in the State of Maharashtra of capacity 3MWp or above.                                      | <ul style="list-style-type: none"> <li>Considering that consultancy services for solar power projects involve similar technical and regulatory aspects across India, we request that experience of providing consultancy services for solar projects of 3 MWp or above in any state be considered eligible, rather than restricting the criterion only to projects in Maharashtra.</li> <li>Additionally, experience of working in the power and renewable energy sector in Maharashtra may also be considered eligible under this</li> </ul>                                                                                                                                       | TQ 5 The bidder shall have experience of providing consultancy services for solar power related projects in the State of Maharashtra or in India of capacity 3 MWp or above.                                              |

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|    |                                                                      |                                                                                                                                                                                                                                                                | <p>criterion, in addition to experience on specific solar power projects, as such assignments demonstrate relevant understanding of the state's regulatory, institutional, and market environment.</p>                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 15 | <p><b>6.2.1 Technical Bid Evaluation criteria as follows</b></p>     | <p>TQ 7 • Technical Presentation – Understanding of Assignment, Approach &amp; Methodology, Work Plan, Implementation Strategy, Risk Management, Monitoring &amp; Reporting</p>                                                                                | <p>• MAHAPREIT is requested kindly clarify whether the details relating to Approach &amp; Methodology, Work Plan, Implementation Strategy, Risk Management, and Monitoring &amp; Reporting are required to be submitted as part of the Technical Proposal at the bid submission stage, or whether bidders will be invited separately by MAHAPREIT to make a technical presentation covering these aspects during the evaluation process.</p>            | <p>Approach &amp; Methodology, Work Plan, Implementation Strategy, Risk Management, and Monitoring &amp; Reporting shall be submitted as part of the Technical Proposal at the bid submission stage.</p> <p>Further, bidders who are technically qualified shall be called separately by MAHAPREIT for a technical presentation covering the above aspects.</p>                                                                                                                     |
| 16 | <p><b>Clause 4.10 (Bidder), Clause 6.1 PQ 1, pages 13 and 32</b></p> | <p>Clause 4.10 permits a Company, LLP, Partnership Firm, Sole Proprietorship or Consortium; however, PQ 1 requires the Bidder to be a Company registered under the Companies Act, 1956/2013 and asks for incorporation/registration/partnership documents.</p> | <p>MAHAPREIT is requested to clarify the inconsistency between the definition of “Bidder” and PQ 1. Kindly amend PQ 1 to permit all entity forms expressly allowed under Clause 4.10, including LLPs, partnership firms and eligible consortiums, subject to valid registration under the applicable Indian law. Please also prescribe the lead-member, joint-and-several liability, Power of Attorney, consortium agreement and credential-sharing</p> | <p>Bidder(s) shall include any Company incorporated under the Companies Act, 2013, Limited Liability Partnership (LLP) registered under the Limited Liability Partnership Act, 2008, Partnership Firm registered under the Indian Partnership Act, 1932, Sole Proprietorship duly established and holding applicable registrations under Indian law, or a Consortium formed by such eligible entities, as well as professional bodies duly incorporated or registered under any</p> |

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|    |                                                  |                                                                                                                                                                                                                                                  | requirements where a consortium is permitted.                                                                                                                                                                                                                                                                                                                                                                                                                                 | applicable Central/State law or Act of Parliament in India.”                                                                                                                                                                                                      |
| 17 | <b>Clause 6.1, PQ 3 and PQ 6(C), pages 33-35</b> | PQ 3 requires average annual turnover of ₹35 crore from consultancy services during FY 2023-24, FY 2024-25 and FY 2025-26. PQ 6(C) separately repeats an average annual turnover requirement of ₹35 crore during the last three financial years. | MAHAPREIT is requested to kindly delete PQ 6(C) as a duplicate financial criterion, or clarify that compliance and documentation under PQ 3 will be treated as full compliance with PQ 6(C). Further, since FY 2025-26 may not be audited by the bid-submission date, please permit the latest three audited financial years available as on the bid-submission date, with FY 2025-26 supported by a CA certificate/provisional financial statement if specifically required. | Confirmed - PQ 6(C) duplicates the AAT criterion already prescribed under PQ 3; compliance and documentation furnished under PQ 3 will be treated as satisfying PQ 6(C) as well, and this duplication will be removed.                                            |
| 18 | <b>Clause 6.1, PQ 6(B), pages 33-34</b>          | Experience in consultancy services for a renewable energy/solar project of 3 MWp or above having a minimum project value of ₹12 crore.                                                                                                           | MAHAPREIT is requested to please clarify whether ₹12 crore refers to the capital cost of the underlying renewable-energy project or the consultant's fee. It is requested that the criterion expressly refer to the underlying project cost and accept assignments covering solar, hybrid renewable energy, open-access/captive/group-captive projects and projects with BESS                                                                                                 | <b>Experience in Large-Scale Renewable Energy Projects:</b> The Consultant should have experience in providing consultancy services or TEV Study for minimum Renewable Energy/Solar Power Project of 3 MWp or above, having a minimum project value of ₹12 Crore. |

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| 19 | <b>Clause 6.1, PQ 8 and Clause 6.1.1, pages 35-37</b>   | PQ 8 refers to qualified professionals under Clause 4.2.1, whereas the key-personnel requirements appear under Clause 6.1.1.    | MAHAPREIT is requested to kindly correct the cross-reference from Clause 4.2.1 to Clause 6.1.1 throughout the RFP, including TQ 6, to avoid ambiguity in eligibility and scoring.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Accept                   |
| 20 | <b>Clause 6.2.1, TQ 2 to TQ 5, pages 37-38</b>          | For the experience criteria, the scoring pattern is: 1 assignment - 0 marks; 2 assignments - 5 marks; 3 assignments - 10 marks. | <p>A bidder meeting the stated experience threshold should receive a positive score. We suggest that for experience of 1 assignment at least 5 marks should be provided to the Bidder. We also request that for TQ 2 to TQ 5 the scoring be revised to:</p> <ul style="list-style-type: none"> <li>•1 assignment - 5 marks</li> <li>•2 assignments - 8 marks</li> <li>•3 or more assignments - 10 marks.</li> </ul> <p>This will make the scoring progressive, proportionate and non-zero for demonstrably relevant experience. Also, it is seen that the minimum marks across the different technical bid evaluation criteria do not total up to 75 marks. Hence, it is requested to change the marking scheme as suggested above to ensure that the minimum marks across all the criteria total up to 75.</p> | Tender Condition Prevail |
| 21 | <b>Clause 6.2.1, TQ 6 and Clause 6.1.1, pages 36-38</b> | TQ 6 allocates 5 marks to each of four key positions based on the prescribed qualification and experience.                      | MAHAPREIT is requested to please provide a transparent sub-scoring matrix for each key professional, including marks for minimum qualification, years beyond minimum experience, relevant                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Tender Condition Prevail |

|                          |                                                                                            |                                                                                                                                                                                                                   | <p>solar/captive/group-captive/BESS experience and government-sector assignments. In the absence of sub-criteria, please confirm that every professional meeting the minimum stated qualification and experience will receive the full 5 marks.</p> <p>We suggest adopting following matrix for evaluation of professional CV</p> <table><tr><th>Criteria</th><th>Marks</th></tr><tr><td>ME/MTech/CA/MBA</td><td>2</td></tr><tr><td>BE/B.TECH/Equivalent</td><td>1</td></tr></table> <p>Experience</p> <table><tr><th>Criteria</th><th>Marks</th></tr><tr><td>Above Required/Specified</td><td>3</td></tr><tr><td>Min. Required</td><td>2</td></tr></table> | Criteria                                                                                                                                                                                                                                                                                                                                                                        | Marks | ME/MTech/CA/MBA | 2 | BE/B.TECH/Equivalent | 1 | Criteria | Marks | Above Required/Specified | 3 | Min. Required | 2 |  |
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| Criteria                 | Marks                                                                                      |                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                 |       |                 |   |                      |   |          |       |                          |   |               |   |  |
| ME/MTech/CA/MBA          | 2                                                                                          |                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                 |       |                 |   |                      |   |          |       |                          |   |               |   |  |
| BE/B.TECH/Equivalent     | 1                                                                                          |                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                 |       |                 |   |                      |   |          |       |                          |   |               |   |  |
| Criteria                 | Marks                                                                                      |                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                 |       |                 |   |                      |   |          |       |                          |   |               |   |  |
| Above Required/Specified | 3                                                                                          |                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                 |       |                 |   |                      |   |          |       |                          |   |               |   |  |
| Min. Required            | 2                                                                                          |                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                 |       |                 |   |                      |   |          |       |                          |   |               |   |  |
| 22                       | <b>Detailed Scope of Work, Implementation Model and Financial Structuring, pages 29-32</b> | The Institute is stated to provide up to 26% equity/project-cost participation under the captive/group-captive structure, while the consultant is to structure the SPV/developer arrangement and financial model. | As per our understanding, the Consultant will provide advisory support and will not arrange or underwrite equity or debt for the project. MAHAPREIT is requested to kindly confirm our understanding                                                                                                                                                                                                                                                                                                                                                                                                                                                        | The Consultant's role is limited to advisory support - structuring the SPV/Developer arrangement, preparing the financial model, and advising on financing options - it does not extend to arranging, underwriting or guaranteeing AIIMS' equity contribution or project debt/financing, which remain the responsibility of AIIMS/MAHAPREIT and the selected Developer/lenders. |       |                 |   |                      |   |          |       |                          |   |               |   |  |

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| 23 | <b>DPR, Grid Impact and Open Access scope, pages 29-32</b> | The scope includes load-profile study, grid-impact/power-evacuation study, open-access approvals, tariff analysis and project financial modelling.                                                                    | MAHAPREIT is requested to kindly provide, or confirm timely access to, at least 24 months of interval consumption data, sanctioned/contract demand, bills, feeder and substation details, existing supply agreements, applicable tariff category, outage data, land/roof drawings and future load projections. MAHAPREIT is also requested to identify the party responsible for obtaining data from AIIMS, DISCOM, STU and SLDC and confirm that delays in data or approvals will result in corresponding extension of time without LD. | MAHAPREIT/AIIMS will make reasonable efforts to provide the required historical consumption data, sanctioned demand, tariff and related information. The Consultant will coordinate with DISCOM/STU/SLDC for technical requirements, while MAHAPREIT/AIIMS will provide necessary institutional support. |
| 24 | <b>Time Schedule, page 10</b>                              | 6. Date & Time of Online Pre-Bid Meeting<br>Date:31/08/2026@3:00PM<br>8. Last Date & Time of Submission of tender at <a href="https://mahatenders.gov.in/">https://mahatenders.gov.in/</a><br>Date: 08/09/2026@4:00PM | MAHAPREIT is requested to grant an extension of two weeks for submission of bids and correspondingly extend the last date of sale and the date of opening of the Technical Bid. The requested extension is necessary to enable bidders to incorporate the pre-bid responses/corrigendum, finalize teaming and key-personnel arrangements, obtain supporting documents and approvals, and submit a comprehensive and responsive proposal.                                                                                                 | Any revision to the e-Tender schedule (last date of sale, technical bid submission, and technical bid opening) will be published as a corrigendum on <a href="https://mahatenders.gov.in/">https://mahatenders.gov.in/</a> and on MAHAPREIT's website; bidders are advised to track these portals.       |

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| 25 | <b>Clauses 7.11, 7.12, 7.13 and 7.17, pages 46-49</b> | The RFP contains broad liability, indemnity, LD, risk-and-cost and termination provisions, without an express overall liability cap or exclusion of indirect/consequential loss.                                                                                                                                                                                                    | Except for fraud, willful misconduct, confidentiality breach and infringement of third-party intellectual-property rights, MAHAPREIT is requested to please cap the Consultant's aggregate liability at 100% of the contract value and exclude indirect, special and consequential losses, including loss of profit/revenue. Recoveries for the same event should not be duplicated under penalty, LD, indemnity, and risk-and-cost provisions. | The Consultant's liability shall be strictly governed by the applicable provisions outlined in the RFP. No overall liability cap or exclusion of indirect/consequential damages is acceptable. However, it is clarified that double recovery for the exact same loss under different clauses shall not be permitted.                                                                                                                                |
| 26 | <b>Clause 6.1.1 Page 37</b>                           | MIS Expert: Bachelor's/master's degree in computer science / information technology/Electronics / Data Science or equivalent                                                                                                                                                                                                                                                        | We suggest that Bachelor's/ Master's Degree in any field of Engineering with minimum 5 years of professional experience in the required areas be considered as equivalent for purpose of this requirement                                                                                                                                                                                                                                       | Tender Condition Prevail                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 27 | <b>Clause 3.5 Page 6</b>                              | MANNER OF SUBMISSION OF RFP AND ITS ACCOMPANIMENTS: Main RFP Documents are to be prepared and submitted online. Also, they must be downloaded from web site, fill it completely and upload on web site by scanning and digitally signing wherever necessary. The detailed step by step procedure for uploading the Main RFP Documents, required RFP papers, Payment of RFP fee, and | The RfP including the forms and submission requirements could not be located on the <a href="https://mahatenders.gov.in">https://mahatenders.gov.in</a> portal. MAHAPREIT is requested to kindly clarify and provide the details on the same                                                                                                                                                                                                    | The complete Main RFP document, including all forms and Annexures, is available for download on <a href="https://mahatenders.gov.in/">https://mahatenders.gov.in/</a> against the e-Tender No. MAHAPREIT/CAPTIVE/GROUPCAPTIVE/P MU/AIIMS/2026-27, and is also available on <a href="https://mahapreit.in">https://mahapreit.in</a> Bidders are advised to search the portal using the exact Tender ID number <b>Tender ID :2026_SJASA_1330384_1</b> |

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|    |                                            | <p>E.M.D through E payment Gateway is available on the e-Tendering website of Govt. of Maharashtra</p> <p><a href="https://mahatenders.gov.in">https://mahatenders.gov.in</a></p> <p>Bidders must follow the instructions given on the above web site for filling up Main RFP Forms Online.</p>                                                                                                                  |                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 28 | <b>A.<br/>RfP data at a glance Page 15</b> | <p>State Bank of India Account Details for payment of bid processing fee:</p> <p>Name: MAHATMA PHULE RENEWABLE ENERGY &amp; INFRASTRUCTURE TECHNOLOGY LTD.</p> <p>Account No: 4280601419816</p> <p>IFSC: SBIN0009995</p> <p>Branch: Neville House, 23, J.N. Heredia Marg, Ballard Estate, Mumbai – 400001, Maharashtra</p> <p>Bidder shall submit a receipt for the payments in the technical bid documents.</p> | <p>It is our understanding that the EMD, Offer Document cost and Bid processing fees are required to be submitted to the mentioned bank account through RTGS/NEFT/Online. MAHAPREIT is requested to please confirm our understanding.</p> | <p>Partially confirmed, with a correction: the EMD (Rs. 2,00,000/-) and the Offer Document/e-RFP Fee (Rs. 10,000/- + 18% GST) are to be paid through the e-payment gateway on the <a href="https://mahatenders.gov.in/">https://mahatenders.gov.in/</a> portal itself, as stated in Clauses 3.3/5.3 and 5.7.9. Only the non-refundable Bid Processing Fee of Rs. 25,000/- + 18% GST is payable separately by RTGS/NEFT/online transfer to the State Bank of India account specified in the RFP Data at a Glance (A/c No. 42806014198, IFSC SBIN0009995). Proof of all payments is to be uploaded with the Technical Bid</p> |

## **Bidder - 2**

| <b>Sr No.</b> | <b>Clause No.</b>                                                                    | <b>Clause Mentioned in Tender</b>                                                                                                                                                                                                                                                                                                          | <b>Bidders Request/Suggestions</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                            | <b>MAHAPREIT Reply</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
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| 1             | <b>SECTION – 1<br/>DETAILED<br/>INVITATION<br/>TO OFFER<br/>NOTICE</b>               | <b>Last Date &amp; Time of Submission of tender:</b><br>Date: 08/09/2026 @4:00 PM                                                                                                                                                                                                                                                          | MAHAPREIT is requested to extend the bid submission deadline by at least 2 weeks.                                                                                                                                                                                                                                                                                                                                                                                                             | Any revision to the e-Tender schedule (last date of sale, technical bid submission, and technical bid opening) will be published as a corrigendum on <a href="https://mahatenders.gov.in/">https://mahatenders.gov.in/</a> and on MAHAPREIT's website; bidders are advised to track these portals.                                                                                                                                                                                                         |
| 2             | <b>Summary<br/>Details<br/>A. RFP DATA<br/>AT A GLANCE<br/>(SUMMARY<br/>DETAILS)</b> | <b>Period of Work months:</b> 24 Months<br><br><b>Period of Work</b><br>24 Months or Until completion of the <b>project whichever is later.</b>                                                                                                                                                                                            | MAHAPREIT is requested to confirm the engagement period as 24 months. Any extension beyond this period due to delays not attributable to the Consultant may kindly be compensated at mutually agreed monthly rates.                                                                                                                                                                                                                                                                           | Tender Condition Prevail                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 3             | <b>Clause<br/>No.3.6.3<br/>Clause<br/>No.5.6.3</b>                                   | 3.6.3 The selected bidder shall not downstream or outsource any part of the scope of work from any agency appointed by the MAHAPREIT or sublet the work assigned.<br><br>5.6.3 The selected bidder shall not downstream or outsource any part of the scope of work from any agency appointed by the MAHAPREIT or sublet the work assigned. | Considering the specialized technical inputs required during the DPR preparation and pre-construction stages, MAHAPREIT is requested to permit the Consultant to engage a suitably qualified Technical Expert Firm as a Sub-Consultant or Sub-Contractor for undertaking technical feasibility assessments, preliminary engineering and review of detailed engineering documents. The lead Consultant shall retain overall responsibility for the satisfactory performance of the assignment. | MAHAPREIT will consider permitting the Consultant to engage a suitably qualified sub-consultant/sub-contractor for specific, specialised technical inputs (e.g., detailed engineering review), provided: (a) prior written approval of MAHAPREIT is obtained; (b) the sub-consultant's credentials are disclosed and do not substitute for the lead bidder's own eligibility criteria; and (c) the lead Consultant retains full and sole responsibility for the quality, timeliness and performance of the |

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|   |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                      | entire scope of work. This will be clarified by corrigendum.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 4 | <b>Clause No. 3.18</b>  | 3.18 FINAL DECISION-MAKING AUTHORITY: The Competent Authority of MAHAPREIT reserves the right to accept or reject any or all the offers in part or full for this RFP without assigning any reasons thereof and                                                                                                                                                                                                                                                                                                                                                                                                 | 3.18 FINAL DECISION-MAKING AUTHORITY: The Competent Authority of MAHAPREIT reserves the right to accept or reject any or all the offers in part or full for this RFP <del>without assigning any reasons thereof</del> and his decision will be final | Tender Condition Prevail                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| 5 | <b>Clause No. 3.7.9</b> | 3.7.9 The Main RFP forms are available on the e-Tendering website of Govt. of <a href="https://mahatenders.gov.in/">https://mahatenders.gov.in/</a> The aspiring Bidders will have to download Main RFP Booklet from the website mentioned above. While submitting the dully filled Main RFP Documents the Bidders are required to Deposit e-RFP Fee Rs. 10,000/- (Rs. Ten Thousand only + 18% GST) through "E-Payment Gateway" and E.M.D. Rs. 3,00,000/- (Rs. 3 lakhs only) payable through "E- Payment Gateway" available on the above-mentioned website. Bid processing fee in State Bank of India account. | The EMD amount stipulated in the present clause appears to be inconsistent with the amounts specified on Pages 3 and 14 of the tender documents. MAHAPREIT is requested to reconcile the discrepancy and confirm the correct amount applicable.      | appearing in Clause 3.7.9 (Section I, page 6) is an inadvertent drafting error and stands corrected to Rs. 2,00,000/- by way of corrigendum. EMD, together with the Offer Document/e-RFP Fee of Rs. 10,000/- + 18% GST, is payable through the e-payment gateway on <a href="https://mahatenders.gov.in/">https://mahatenders.gov.in/</a> ; the Bid Processing Fee of Rs. 25,000/- + 18% GST is separately payable by RTGS/NEFT to the State Bank of India account specified in the RFP Data at a Glance. Payment receipts/UTR proof for all three payments are to be uploaded with the Technical Bid. |

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| 6 | <b>Clause No. 5.0.12</b>                                                   | 5.0.12 Payment Terms: The PMU (Project Management Unit) fee shall be released upon successful completion of the respective milestones, subject to satisfactory performance and submission of all required reports and documents in accordance with the defined milestones.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | MAHAPREIT is requested to define the milestones, timelines, objective acceptance criteria, review period, deemed acceptance mechanism, and corresponding invoice triggers to ensure clarity and timely payment.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Tender Condition Prevail                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 7 | <b>Clause No. 3.17</b><br><b>Clause No. 5.17</b><br><b>Clause No. 7.13</b> | <b>3.17 PENALTY CLAUSE:</b><br>If the contractual services are not completed and compliance report is not submitted on or before every month from the Date of work order, then fine up to maximum 10% of the contract value shall be deducted from the fees payable against the bill. Further an amount maximum up to 10% of the contract/work order value shall be considered as maximum penalty for breach of Agreement conditions or unsatisfactory performance and/ or delay in adhering to the prescribed timelines to achieve the milestones prescribed for completion of Scope of Work.<br><b>5.17 PENALTY CLAUSE:</b><br>If the contractual services are not completed and compliance report is not submitted on or before every month from the Date of work order, then fine up to maximum 10% of the contract value shall be deducted from the fees payable against the bill. | <del><b>3.17 PENALTY CLAUSE:</b><br/>If the contractual services are not completed and compliance report is not submitted on or before every month from the Date of work order, then fine up to maximum 10% of the contract value shall be deducted from the fees payable against the bill. Further an amount maximum up to 10% of the contract/work order value shall be considered as maximum penalty for breach of Agreement conditions or unsatisfactory performance and/ or delay in adhering to the prescribed timelines to achieve the milestones prescribed for completion of Scope of Work.</del><br><b>5.17 PENALTY CLAUSE:</b><br>If the contractual services are not completed and compliance report is not submitted on or before every month from the Date of work order, then fine up to maximum 10% of the contract value shall be deducted from the fees payable against the bill. | The bidder's request to delete or remove the penalty provisions under Clause 3.17 and Clause 5.17, as well as the request to reduce the Liquidated Damages (LD) cap under Clause 7.13 to 5%, is not accepted.<br>The standard limits of up to 10% prescribed under each specific clause (Clause 3.17, Clause 5.17, and Clause 7.13) represent independent contractual remedies for distinct defaults (i.e., failure to submit compliance reports, general breach of contract conditions/unsatisfactory performance, and delays in project milestones, respectively) and shall remain applicable as specified in the RFP.<br>However, it is clarified that these provisions will be applied reasonably, and there shall be no |

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|  | <p>before every month from the Date of work order, then fine up to maximum 10% of the contract value shall be deducted from the fees payable against the bill. Further an amount maximum up to 10% of the contract/work order value shall be considered as maximum penalty for breach of Agreement conditions or unsatisfactory performance and/ or delay in adhering to the prescribed timelines to achieve the milestones prescribed for completion of Scope of Work.</p> <p><b>7.13 LIQUIDATED DAMAGES</b></p> <p><b>7.13.1</b></p> <p>In the event of any delay attributable to the Consultant in achieving the agreed milestones or submission of deliverables as per the timelines specified in this RFP or as mutually agreed with MAHAPREIT, liquidated damages shall be levied at the rate of 0.5% (one-half percent) of the Contract Value per week of delay for the respective milestone or deliverable.</p> <p>The total liquidated damages payable by the Consultant under this clause shall not exceed 10%</p> | <p><del>Further an amount maximum up to 10% of the contract/work order value shall be considered as maximum penalty for breach of Agreement conditions or unsatisfactory performance and/ or delay in adhering to the prescribed timelines to achieve the milestones prescribed for completion of Scope of Work.</del></p> <p>"7.13.1</p> <p>In the event of any delay attributable to the Consultant in achieving the agreed milestones or submission of deliverables as per the timelines specified in this RFP or as mutually agreed with MAHAPREIT, liquidated damages shall be levied at the rate of 0.5% (one-half percent) of the Contract Value per week of delay for the respective milestone or deliverable.</p> <p>The total liquidated damages payable by the Consultant under this clause shall not exceed 5% (five percent) of the total Contract Value."</p> | <p>double recovery or duplication of financial levies for the exact same loss or damage arising from the same single event.</p> |
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|   |                        | (ten percent) of the total Contract Value.                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 8 | <b>Clause No. 5.18</b> | 5.18 FINAL DECISION-MAKING AUTHORITY: The Competent Authority of MAHAPREIT reserves the right to accept or reject any or all the offers in part or full for this RFP without assigning any reasons thereof and his decision will be final.                                                                                                                                                                                                                                                                               | 5.18 FINAL DECISION-MAKING AUTHORITY: The Competent Authority of MAHAPREIT reserves the right to accept or reject any or all the offers in part or full for this RFP <del>without assigning any reasons</del> thereof and his decision will be final.                                                                                                   | Tender Condition Prevail                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 9 | <b>Clause No. 5.20</b> | <b>5.20 GENERAL TERM AND TERMINATION</b><br>This Agreement shall become effective upon signing and shall terminate upon breach of the agreement/work orders.<br>In case any information mentioned in the body of the agreement and in the attached ANNEXURES is misleading and/or incorrect, this agreement will be terminated immediately. Party sharing the misleading/misinformation will be accountable to pay all damages occurred to the other Party as the result of mislead and/or misinformation. Any breach of | The provision for automatic termination upon any breach appears inconsistent with the stipulated 30-day notice mechanism. MAHAPREIT is requested to distinguish between remediable and non-remediable breaches and provide a reasonable cure period prior to termination, except in cases of fraud, wilful misconduct, or breaches incapable of remedy. | It is clarified that, the Clause 5.20 by establishing a structured termination process. Immediate termination without notice applies strictly to fraud, willful misconduct, material misrepresentation, misleading data, or non-remediable breaches. For all other remediable defaults, MAHAPREIT will issue a written notice providing a 30-day cure period. The contract terminates automatically only if the Consultant fails to rectify the breach within this 30-day window. |

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|    |                        | terms and conditions on the part of Contractor shall be liable for termination of this contract by MAHAPREIT by serving notice of 30 days and in such case the contract shall stand terminated on the expiry of the said notice period.                                                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                 |
| 10 | <b>Clause No. 5.21</b> | <b>5.21 FORCE MAJEURE</b><br>No Party to this Agreement is responsible to any other Party hereto for non- performance or delay in performance of the terms and conditions hereof due to acts of Nature, acts of governments, riots, wars, strikes, fires, floods, explosions, pandemics, quarantine periods, court orders or similar causes beyond the control of the affected Party. | <b>5.21 FORCE MAJEURE</b><br>No Party to this Agreement is responsible to any other Party hereto for non- performance or delay in performance of the terms and conditions hereof due to acts of Nature, acts of governments, riots, wars, strikes, fires, floods, explosions, pandemics, quarantine periods, court orders or similar causes beyond the control of the affected Party.<br>"Upon termination following Force Majeure, the Consultant shall receive payment for the services delivered by the Consultant till the date of termination." | Accepted with conditions. Upon contract termination due to a Force Majeure event, and provided no prior default was committed by the Consultant, payment will be released for all approved services delivered till termination. |

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| 11 | <b>6.0 Scope of Work</b> | <p><b>Objective of the Assignment</b></p> <p>..... MAHAPREIT intends to appoint a qualified and experienced Project Management Unit (PMU) cum Transaction Advisory Consultant to provide comprehensive technical, financial, and transaction advisory support for the development and implementation of solar power projects for AIIMS Nagpur. The consultant shall assist MAHAPREIT in the end-to-end development of the program including project preparation, financial structuring, developer selection, and monitoring of project implementation.</p> | <p>MAHAPREIT is requested to clarify the scope of the term “end-to-end” and provide a definitive responsibility matrix delineating the respective obligations of the Consultant, MAHAPREIT, AIIMS, Developer, DISCOM, STU/SLDC, lenders, and other stakeholders, particularly for dependencies and outcomes beyond the Consultant’s control.</p>                                                                | <p>Following with scope but not limited to MAHAPREIT will endeavor to share an indicative responsibility matrix delineating the roles of MAHAPREIT, AIIMS, the Consultant, the Developer and statutory/financing agencies across the project lifecycle, to the extent practicable at this stage; residual ambiguities will be resolved during the kick-off/inception phase of the assignment.</p>                                        |
| 12 | <b>6.0 Scope of Work</b> | <p><b>A. Preparation of Detailed Project Reports (DPR)</b></p> <p>The Consultant shall prepare comprehensive Detailed Project Reports (DPRs) for the solarization program covering the identified institutions</p>                                                                                                                                                                                                                                                                                                                                         | <p>a) MAHAPREIT is requested to provide the list and relevant details of the identified institutions to enable the Bidder to accurately assess the scope of work and estimate the required effort.</p> <p>b) MAHAPREIT is requested to clearly define the scope of studies and assessments required for DPR preparation. Any requirement beyond the defined scope may kindly be treated as a change request</p> | <p>This assignment covers solarization of AIIMS Nagpur only, as stated in the title and scope of this RFP; no other institutions are covered under this engagement. The DPR scope is as detailed in Section A of Clause 6.0 (items a to l); any study/assessment clearly outside this listed scope may be treated as a change-in-scope request per Clause 7.7.2. It will include the PMU charges and MAHAPREIT facilitation charges.</p> |

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| 13 | <b>6.0 Scope of Work</b> | <b>A. Preparation of Detailed Project Reports (DPR)</b><br>.....<br>b. Site Assessment: Shadow analysis using simulation tools, Rooftop usable area assessment.<br>.....                      | a) MAHAPREIT is requested to confirm whether the site assessment under the assignment is restricted to rooftop sites only and clarify whether any other category of sites is required to be assessed.<br>b) MAHAPREIT is requested to provide the site list, locations, available drawings, access and survey requirements. Any additional sites or specialist investigations may kindly be treated as a change in scope. | The PMU shall be responsible for identifying suitable land/site for the proposed Solar Project for AIIMS, in coordination with the concerned authorities and stakeholders, and shall assess its suitability for project development.                                     |
| 14 | <b>6.0 Scope of Work</b> | <b>A. Preparation of Detailed Project Reports (DPR)</b><br>.....<br>e. Grid Impact and Power Evacuation Study.<br>.....                                                                       | MAHAPREIT is requested to clarify whether the Grid Impact Study shall include an assessment of the power factor and reactive power requirements at the proposed points of interconnection, including any associated compensation measures, as part of the Consultant's scope of work.                                                                                                                                     | Yes. Assessment of power factor and reactive power requirements at the proposed point(s) of interconnection, and identification of associated compensation measures (if any), forms part of the Grid Impact and Power Evacuation Study under Section A(e) of Clause 6.0. |
| 15 | <b>6.0 Scope of Work</b> | <b>A. Preparation of Detailed Project Reports (DPR)</b><br>.....<br>f. Preparation and review of key project agreements including Power Purchase Agreements (PPA), land lease agreements, and | It is understood that the site assessment under the assignment is limited to rooftop solar PV installations. Accordingly, the requirement for preparation or review of a land lease agreement may not be applicable. MAHAPREIT is requested to confirm this understanding and clarify whether any land                                                                                                                    | site-related contractual arrangement is envisaged under the Consultant's scope of work.                                                                                                                                                                                  |

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|    |                          | related contractual arrangements.<br>.....                                                                                                                               | lease agreement or other site-related contractual arrangement is envisaged under the Consultant's scope of work.                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 16 | <b>6.0 Scope of Work</b> | <b>A. Preparation of Detailed Project Reports (DPR)</b><br>.....<br>I. Any other arrangements/provisions required for successful implementation of the project.<br>..... | MAHAPREIT is requested to restrict the scope of services to the expressly specified deliverables. Any additional requirement may kindly be undertaken through a formal change request mechanism, based on mutually agreed effort, fees, and timelines.                                              | The bidder's request to restrict the scope is not accepted. The Consultant is required to encompass all incidental arrangements, ancillary provisions, and necessary tasks required for the successful implementation of the project within their quoted fees.<br>However, it is clarified that any material variation or expansion in the core project framework, such as a change in the proposed project capacity or target location parameters, shall be outside this scope and will be evaluated separately through mutual agreement prior to the execution of such additional work. |
| 17 | <b>6.0 Scope of Work</b> | <b>B. Transaction Advisory and Financial Structuring</b><br>.....<br>c. Advisory for arranging debt financing or institutional funding, if required.<br>.....            | MAHAPREIT is requested to confirm that the PMU Consultant's role shall be limited to reasonable-efforts advisory support and shall not include securing financing or guaranteeing institutional funding. All financing decisions and financial closure shall remain the MAHAPREIT's responsibility. | Tender Condition Prevail                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |

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| 18 | <b>6.0 Scope of Work</b> | <b>B. Transaction Advisory and Financial Structuring</b><br>.....<br>f. Preparation and review of key project agreements including Power Purchase Agreements (PPA), land lease agreements, and related contractual arrangements.<br>..... | MAHAPREIT is requested to clarify whether any legal advisory services are envisaged under the PMU scope. It is requested that all legal advisory services, including the provision of legal opinions, be excluded from the Consultant's scope of work.                                                                                                                                                                                                    | Tender Condition Prevail                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 19 | <b>6.0 Scope of Work</b> | <b>C. Bid Process Management</b><br>.....                                                                                                                                                                                                 | a) MAHAPREIT is requested to confirm that the Consultant shall prepare the draft bidding documents, while their review, approval, finalization, and public issuance shall remain the MAHAPREIT's responsibility. MAHAPREIT is requested to specify the number of procurement rounds, pre-bid meetings, corrigenda, bid evaluations, and negotiation cycles included in the lump-sum fee. Any additional cycle may kindly be treated as a change in scope. | The bidder's request accepted, but capping procurement cycles is rejected. The Consultant shall prepare all draft bidding documents and technical specifications. MAHAPREIT retains exclusive authority over final approval and public issuance. The quoted lump-sum fee must cover all iterative procurement cycles, pre-bid meetings, corrigenda, and evaluation rounds. The Consultant remains fully accountable for the professional accuracy of all |

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|    |                          |                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                                              | deliverables. Any subsequently discovered errors or gaps must be rectified immediately at their own cost.                                                                                                                                                                                                                                                                                                                 |
| 20 | <b>6.0 Scope of Work</b> | <b>D. Pre-Construction Stage</b><br>.....d.<br>The Developer shall obtain all necessary approvals, permissions, consents, NOCs and Open Access/Connectivity approvals from the concerned Distribution Licensee, STU, SLDC/MSLDC, Electrical Inspector and other statutory authorities, as applicable, for development, connectivity and operation of the Captive/Group Captive Solar Power Project. | MAHAPREIT is requested to confirm that obtaining all requisite approvals shall remain the Developer's responsibility, and any delays attributable to the MAHAPREIT, Developer, or approving agencies shall be excluded from the Consultant's performance timelines, with a corresponding extension of time.                                  | Tender Condition Prevail                                                                                                                                                                                                                                                                                                                                                                                                  |
| 21 | <b>6.0 Scope of Work</b> | <b>E. Construction &amp; Implementation Stage</b><br>.....<br>a. Periodic site supervision to verify workmanship, quality, and adherence to technical specs.<br>.....                                                                                                                                                                                                                               | MAHAPREIT is requested to clearly define the scope of periodic supervision, including the required frequency of site visits, estimated person-days, staffing requirements, project locations, travel reimbursement, and reporting obligations. It may also kindly be confirmed that continuous or resident site deployment is not envisaged. | The bidder's request is accepted in part. It is confirmed that continuous or permanent resident site deployment is not required. However, the Consultant must provide periodic site supervision to verify workmanship and quality during critical project milestones or whenever requested by MAHAPREIT. The frequency of visits and staffing allocation shall be determined by the Consultant to ensure absolute project |

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|    |                          |                                                                                                                                                                              |                                                                                                                                                                                                                                                                                 | coverage. All associated expenses including travel, lodging, boarding, and reporting are entirely all-inclusive within the quoted lump-sum professional fees, and no separate reimbursement shall be processed.                                                                                                                                                                                                                                                              |
| 22 | <b>6.0 Scope of Work</b> | <b>E. Construction &amp; Implementation Stage</b><br>.....<br>c. Verification of materials (modules, inverters, cables, panels, BESS) against factory test reports.<br>..... | We understand that material inspection at the factory level is under the scope of MAHAPREIT. Kindly clarify and confirm whether only verification of the materials against the relevant factory test reports is required under the Consultant's scope.                          | The bidder's request and understanding are accepted. It is confirmed that physical material inspection or witness testing at the factory level is included in the Consultant's scope. The Consultant's responsibility during this stage is strictly limited to the desk review, verification, and validation of delivered materials against the relevant factory test reports, quality certificates, and approved project datasheets upon their arrival at the project site. |
| 23 | <b>6.0 Scope of Work</b> | <b>E. Construction &amp; Implementation Stage</b><br>.....<br>e. Ensure safety compliance and report violations with mitigation measures.<br>.....                           | MAHAPREIT is requested to replace "ensure" with "review, monitor and report" in relation to safety compliance. The PMU Consultant's role shall be limited to monitoring and reporting, while responsibility for ensuring compliance shall remain with the Developer/Contractor. | Tender Condition Prevail                                                                                                                                                                                                                                                                                                                                                                                                                                                     |

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| 24 | <b>6.0 Scope of Work</b> | <b>G. Financial Provision &amp; Project Execution Support</b><br>.....<br><b>g. Payment milestone verification linked to project progress.</b><br>.....                                                                                                                                                                                                                                                                                                                                                                                                                                                     | MAHAPREIT is requested to confirm that the PMU Consultant's role shall be limited to reviewing project progress against the stipulated payment milestones and providing observations, without making any recommendations or certifications relating to payment.                                                                                                                                                 | Tender Condition Prevail |
| 25 | <b>Clause No. 6.1.1</b>  | 6.1.1 The selected agency shall deploy a suitably qualified and experienced PMU-cum-Transaction Advisory Team comprising the following key personnel. The personnel proposed by the bidder shall meet, at a minimum, the prescribed qualification and professional experience requirements. The bidder shall submit the CVs, qualification certificates and documentary evidence of relevant experience of the proposed key personnel along with the bid. The selected agency shall ensure continuity of the approved key personnel throughout the assignment, except with the prior approval of MAHAPREIT. | a) MAHAPREIT is requested to permit the replacement of personnel with resources possessing equivalent or higher qualifications and experience in the event of unavoidable circumstances, including death, medical emergency, or resignation.<br>b) MAHAPREIT is also requested to specify the deployment locations and confirm whether on-site deployment is mandatory, or a hybrid arrangement is permissible. | Tender Condition Prevail |

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| 26 | <b>Clause No. 6.2 Bid Evaluation Criteria</b> | <p><b>6.2 Bid Evaluation Criteria:</b><br/>6.2.1 Technical Bid Evaluation criteria as Follows<br/>.....</p> <p><b>TQ 3:</b> The bidder shall have experience of providing consultancy services as Project Management Unit (PMU) for Government Authorities with minimum consultancy fees of Rs. 5 Cr in last 5 years. PMC/supervision assignments will not be considered.</p>                                                                                                                                                                                       | <p>Based on our understanding of the technical evaluation criteria, the stipulated minimum consultancy fee of <b>₹5 crore during the preceding five years</b> may be demonstrated cumulatively through a minimum of three eligible assignments, and is not required to be met individually by each assignment. MAHAPREIT is requested to confirm this understanding and suitably clarify the marking criteria to ensure consistency in bid preparation and evaluation.</p>                                                                                                                                                                                                                                                                                                                          | <p><b>TQ 3:</b> The bidder shall have experience of providing PMC/Financial Appraisal/TEV study consultancy for distributed solar power project for public utilities/public buildings for Government Authorities OR Private companies in last 5 years. (Ongoing PMC assignment counted only if at least 1 year of consultancy is completed.)</p>                                                                                                                             |
| 27 | <b>Clause No. 6.2 Bid Evaluation Criteria</b> | <p><b>6.2 Bid Evaluation Criteria:</b><br/>6.2.1 Technical Bid Evaluation criteria as Follows<br/>.....</p> <p><b>TQ 5:</b> The bidder shall have experience of providing consultancy services for solar power related projects in the State of Maharashtra of capacity 3MWp or above.</p> <p><b>6.1 QUALIFICATION REQUIREMENTS OF THE BIDDER</b><br/>PQ 6: B. Experience in Large-Scale Renewable Energy Projects: The Consultant should have experience in providing consultancy services for minimum Renewable Energy/Solar Power Project of 3 MWp or above,</p> | <p>A discrepancy is observed between the experience requirements stipulated under TQ 5 and PQ 6. While TQ 5 requires experience in consultancy services for solar power projects of 3 MWp or above specifically within the State of Maharashtra, PQ 6 requires consultancy experience in renewable energy or solar power projects of 3 MWp or above with a minimum project value of ₹12 crore, without prescribing any geographical restriction.</p> <p>MAHAPREIT is requested to clarify the applicable experience requirement and suitably align both clauses to ensure consistency in qualification and technical evaluation. It is further requested that experience in eligible renewable energy or solar power projects undertaken anywhere in India be considered under TQ 5, subject to</p> | <p><b>TQ 5:</b> The bidder shall have experience of providing consultancy services for solar power related projects in the State of Maharashtra or in India of capacity 3 MWp or above.</p> <p><b>PQ 6: B Experience in Large-Scale Renewable Energy Projects:</b> The Consultant should have experience in providing consultancy services or TEV Study for minimum Renewable Energy/Solar Power Project of 3 MWp or above, having a minimum project value of ₹12 Crore.</p> |

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|    |                         | having a minimum project value of ₹12 Crore.                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | compliance with the prescribed capacity and project value requirements.                                                                                                                                                                                                                                                                        |                          |
| 28 | <b>Clause No. 6.2.2</b> | <b>6.2.2</b><br>Evaluation Method is based on Lowest financially quoted bid as follows:<br>.....<br>price-based tender evaluation approach where the contract is awarded to the bidder who quotes the Lowest Price (L1) among all technically qualified bidders.                                                                                                                                                                                                                                                           | The assignment requires specialized technical expertise, a robust implementation methodology, relevant sectoral experience and deployment of suitably qualified professionals. Adoption of QCBS would enable a balanced assessment of quality and cost, promote outcome-oriented delivery and ensure better value for money for the MAHAPREIT. | Tender Condition Prevail |
| 29 | <b>Clause No. 6.6</b>   | <b>6.6 NOTIFICATION OF AWARD OF CONTRACT:</b><br>The notification of award of the Contract shall be communicated to the successful Bidder through a Letter of Intent (LoI) / Letter of Award (LoA) by e-mail, Registered Post/Speed Post, Air Mail, hand delivery, fax, courier, or any other mode as deemed appropriate by MAHAPREIT. In case the LoA is issued by fax, the same shall be followed by a formal confirmation through e-mail, Registered Post/Speed Post, or Air Mail. The Contract shall be deemed to have | MAHAPREIT is requested to confirm that the Contract shall become effective only upon execution of the formal agreement and acceptance of the Performance Bank Guarantee, rather than upon issuance of the Letter of Award. Accordingly, the effective date may kindly be defined as the later of these two events.                             | Tender Condition Prevail |

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|    |                                                                       | come into force from the date of issuance of the LoA by MAHAPREIT, which shall be referred to as the “Effective Date of the Contract.”                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                      |
| 30 | <b>Clause No. 6.8 &amp; A. RFP DATA AT A GLANCE (SUMMARY DETAILS)</b> | <p><b>6.8 PERFORMANCE GUARANTEE:</b><br/>The bidder shall be required to submit a contract Performance Bank Guarantee (PBG) or Demand draft (DD) of <b>5% of contract value</b> in the form of a Bank Guarantee from Indian Nationalized Bank in favour of “Mahatma Phule Renewable Energy and Infrastructure Technology Limited” payable at Mumbai. The proceeds of the performance guarantee shall be payable to the MAHAPREIT as compensation for any loss resulting from the Bidder’s failure to complete his obligations under the contract. The performance guarantee shall be returned within a period of 90 days after successful completion of Bidder’s obligations under the contract.</p> <p><b>A. RFP DATA AT A GLANCE (SUMMARY DETAILS)</b><br/>Retention Security Deposit (PBG)<br/>Performance Security: The selected bidder shall furnish a</p> | <p>A discrepancy has been observed in the Performance Bank Guarantee amounts specified across the referenced clauses. While 20% is very high, the standard industry practice is 5%..</p> <p>MAHAPREIT is requested to clarify the correct and applicable PBG amount and suitably amend the relevant provisions to ensure consistency across the tender document.</p> | MAHAPREIT will reconcile this by amendment and confirm a single applicable percentage Bidders' request to align the Performance Security at 5% of the Contract Value |

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|    |                       | Performance Security equivalent to <b>20% of the total Contract Value of the PMU</b> , in the prescribed form and within the stipulated period.                                                                                                                                        |                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                      |
| 31 | <b>Clause No. 7.1</b> | <b>7.1 TIME SCHEDULE</b><br>MAHAPREIT will issue the work note for assigned project to Successful L1 Bidders mentioning the timeline or period of work completion. Any delay in completing assigned work will attract a penalty as mentioned in Bid document.                          | MAHAPREIT is requested to provide the baseline project schedule, including phase-wise milestones, dependencies, and timelines for review and approval. Suitable extensions may kindly be provided for delays attributable to the MAHAPREIT, Developer, approving agencies, or force majeure events. | Tender Condition Prevail                                                                                                                                                                             |
| 32 | <b>Clause No. 7.2</b> | <b>7.2 Estimated Quantum of Consultancy Services.</b><br>.....<br>The total solar capacity proposed under the program is approximately contract demand and extension of load in future under Captive /Group Captive Model solar installations, and open access solar project at AIIMS. | MAHAPREIT is requested to provide the project demand and consumption data, existing contract demand, proposed future load, estimated solar capacity (MWp), BESS capacity (MW/MWh), number of facilities, and proposed open-access sourcing location to enable accurate effort and price estimation. | It is in the scope of the PMU                                                                                                                                                                        |
| 33 | <b>Clause No. 7.2</b> | <b>7.2 Estimated Quantum of Consultancy Services.</b><br>.....<br>The Consultant shall be responsible for providing all necessary office infrastructure, technical resources,                                                                                                          | It is understood that the proposed assignment is not in the nature of a retainer engagement. Accordingly, the Consultant team shall be required to remain available for milestone progress meetings and presentations at MAHAPREIT's office, as and when required.                                  | Yes, the understanding is correct. Accordingly, the Consultant team shall remain available to attend milestone progress meetings and make presentations at MAHAPREIT's office, as and when required. |

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|    |                       | administrative support staff, communication facilities, and logistics required for smooth functioning of the PMU.                                                                                                                                                                                                       | MAHAPREIT is requested to confirm whether this understanding is correct.                                                                                                                                                                                                                                                                                                     |                                                               |
| 34 | <b>Clause No. 7.2</b> | <b>7.2 Estimated Quantum of Consultancy Services.</b><br>.....<br>The Consultant may also be required to deploy field personnel and undertake site visits across project locations as required during various stages of project implementation.                                                                         | MAHAPREIT is requested to specify the scope and indicative quantum of field deployment, including the deployment period, locations and personnel requirements. Such clarification will enable bidders to undertake a realistic assessment of the effort, resources and associated costs envisaged under the assignment, while ensuring uniformity and comparability of bids. | As per Tender scope of work                                   |
| 35 | <b>Clause No. 7.4</b> | <b>7.4 PAYMENT AND SUCCESS FEE MODEL</b><br>The PMU (Project Management Unit) fee shall be released upon successful completion of the respective milestones, subject to satisfactory performance and submission of all required reports and documents in accordance with the defined milestones on 'Success Fee Basis'. | MAHAPREIT is requested to link milestone payments to accepted Consultant deliverables, independent of third-party outcomes, and confirm payment for work completed in the event of suspension or cancellation.                                                                                                                                                               | As per the release of payment conditions mentioned in the RFP |
| 36 | <b>Clause No. 7.4</b> | .....<br>The payment shall be released as per the milestones mentioned below:<br>a. 20%– Upon submission and acceptance of the Detailed Project Report (DPR).                                                                                                                                                           | <b>Milestone a:</b> The preparation of the DPR represents a substantial and pivotal component of the overall scope of work, as it provides the requisite technical, financial and implementation framework for progressing the project from the approval stage through to commissioning. In view of the significance                                                         | Tender conditions prevail                                     |

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|  | <p>b. 20%– Upon achievement of budgetary provision / financial closure / SPV formation / appointment of Developer, as applicable.</p> <p>c. 30%– During the project implementation phase, on a pro-rata basis against the progress of implementation.</p> <p>d. 20%– Upon successful commissioning of the project</p> <p>e. 10%– Upon performance stabilization and satisfactory completion/closure of the assignment.</p> <p>.....</p> | <p>of this deliverable and the considerable effort and resources required for its preparation, MAHAPREIT is requested to enhance the corresponding payment milestone to <b>30% of the total consultancy fee.</b></p> <p><b>Milestone b:</b> MAHAPREIT is requested to amend the milestone by linking the payment milestone to the satisfactory completion and acceptance of the Consultant’s defined transaction advisory, financial structuring and bid process management deliverables. The actual achievement of budgetary provision, financial closure, SPV formation and appointment of the Developer is dependent upon approvals and actions of MAHAPREIT, financing institutions, bidders and other stakeholders and may, therefore, not be retained as a condition for release of the Consultant’s payment.</p> <p><b>Milestone e:</b> The phrase “performance stabilization and satisfactory completion or closure of the assignment” is open-ended and does not specify a definitive timeline or objectively measurable completion criteria. MAHAPREIT is requested to merge the responsible outcome expected from this milestone with the milestone c, wherein, the project implementation takes place.</p> |  |
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| 37 | <b>Clause No. 7.4</b>   | <p>The payment shall be released as per the milestones mentioned below:</p> <p>.....</p> <p>Bidder shall submit the bills/invoices along with detailed report in triplicate to Chief Finance Officer, MAHAPREIT. The payment shall be done after due clearances and approval within 30 days from the submission of Bills/invoices to MAHAPREIT. No interest shall be payable on delayed payments, and no financial charges arising from invoice processing delays shall be entertained.</p> | MAHAPREIT is requested to provide for deemed approval of deliverables, an escalation mechanism for delayed payments, and interest on undisputed invoices remaining unpaid beyond 30 days. | Tender Condition Prevail |
| 38 | <b>Clause No. 7.6</b>   | <p><b>7.6 INSURANCE</b></p> <p>The Bidder shall be liable to take/maintain comprehensive insurance for their personnel associated with this job at their own cost. The details of the same shall be furnished to the MAHAPREIT.</p>                                                                                                                                                                                                                                                         |                                                                                                                                                                                           | -----                    |
| 39 | <b>Clause No. 7.7.1</b> | 7.7.1 The Bidder shall be required to render detailed services which are necessary for satisfactory completion of all the areas of the project in totality.                                                                                                                                                                                                                                                                                                                                 | MAHAPREIT is requested to define the objective and measurable criteria for assessing the PMU Consultant's performance as satisfactory.                                                    | Tender Condition Prevail |

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| 40 | <b>Clause No. 7.7.2</b>                          | 7.7.2 The MAHAPREIT reserves the right to review the work performed by the Bidder, ask for any clarifications and changes / modifications to the work performed by him. Such changes shall be mutually discussed and agreed between the MAHAPREIT and Bidder and the same shall be incorporated by the Bidder in his work without any cost liability to the MAHAPREIT and without any dilution of the responsibility of the Bidder. | MAHAPREIT is requested to limit no-cost revisions to the correction of consultant errors and one review cycle. Any additional revisions or changes in scope may kindly be addressed through a formal change request mechanism, with appropriate adjustments to fees and timelines. | Tender Condition Prevail                                                                                                                                                                                                                                                                                            |
| 41 | <b>Clause No. 7.8</b><br><b>Clause No. 7.8.1</b> | 7.8 CONFIDENTIALITY<br>7.8.1 All plans, design calculations, studies, data, maps, drawings and specifications prepared by the Bidder in connection with the services to be provided by the consultancy Services under the Agreement shall be the property of the Owner. As and when required or upon termination of the contract,                                                                                                   | After 7.8.2 following to be added:<br>7.8.3 The confidentiality obligations shall survive the termination of this Contract / completion of services for a period of one (1) year.                                                                                                  | The bidder's request is accepted in part.<br>The proposal to limit confidentiality survival to one year is rejected; it shall survive for three years post-contract. However, ownership of project deliverables will transfer to MAHAPREIT upon milestone payments, and the Consultant shall retain its independent |

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|    |                          | <p>the aforesaid documents, prepared specifically for this project (including originals) shall be handed over to the MAHAPREIT.</p> <p>7.8.2 The Bidder shall take all necessary steps to ensure confidential handling of all matters pertaining to plans, designs, drawings, specifications, method, and any other information developed or acquired by him from the MAHAPREIT under terms of the Contract</p>                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | background IP while granting MAHAPREIT a perpetual, royalty-free license for the project's operational purposes. |
| 42 | <b>Clause No. 7.11.1</b> | <p>"7.11 WARRANTY AND LIABILITY OF THE BIDDER</p> <p>7.11.1</p> <p>Notwithstanding anything contained in this RFP, the Bidder agrees that they shall be liable for any defect/inadequacy/errors/inability/non-competency etc. in relation to the performance of the Services which are not in accordance to the Good Industry Practices or the provisions of this RFP. In such case, MAHAPREIT may penalize bidder to the extent limited to 10% of the contract value other than the L.D. and MAHAPREIT may also enforce the</p> | <p>After 7.11.1 following to be updated/added:</p> <p>7.11.2 The Bidder shall be further liable for the any consequence of errors and omissions arising from the gross negligence on his part or on the part of his employees to the extent limited to 5% of the respective milestone</p> <p>7.11.3 "Notwithstanding anything to the contrary contained anywhere, Client agrees that in no event shall the Consultant ever be liable to the Client, for any losses, claims, damages, liabilities, indemnity , cost or expenses of any nature whatsoever, for an aggregate amount in excess of the fee paid by the client for the Services provided under this Contract, except where such Losses are finally judicially determined to have arisen primarily from fraud or other liability to the extent the law does not permit limitation of the</p> | Tender Condition Prevail                                                                                         |

|    |                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                      |                          |
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|    |                        | clause No.13 of this section in this regard."                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Consultant. In no event shall the Consultant, be liable for any consequential (including loss of profit and loss of data), special, indirect, incidental, punitive, or exemplary loss, damage, or expense relating to the services provided pursuant to this Contract."                              |                          |
| 43 | <b>Clause No. 7.12</b> | <p>7.12 INDEMNITY</p> <p>7.12.1 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:</p> <p>7.12.2 Damages and losses caused by its negligent or intentional act or omission, or any damages and losses caused by the negligent act of any third party or sub- contractor or agency engaged by Bidder.</p> <p>7.12.3 Damages and losses resulting from non-compliance with the obligations established hereunder.</p> <p>7.12.4 Any environmental damages caused by it and/or its representatives or employees or employees of any third party or sub-contractor or agency engaged by bidder Services.</p> <p>7.12.5 Breach (either directly by it or through its representatives</p> | <p>7.12 INDEMNITY</p> <p>7.12.1 indemnities of the Consultant shall be capped at the fees paid to the Consultant under the contract, and</p> <p>7.12.2 the Consultant shall only be liable for indemnities which are judicially determined at actuals and solely attributable to the Consultant.</p> | Tender Condition Prevail |

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|    |                          | <p>and/or employees) of any representation and warranty declared herein by it;</p> <p>7.12.6 From all claims, actions, suits, proceedings, taxes, duties, levies, costs, expenses, damages and liabilities, including attorneys' fees, arising out of, connected with, or resulting from or arising in relation to this RFP due to neglect, omission or intentional act of the consultant."</p>                                                                                                                                                                                                                                                                                               |                                                                                                                      |                          |
| 44 | <b>Clause No. 7.13.4</b> | <p>7.13.4<br/>           DEFAULT of BIDDER: -<br/>           ii. If the Bidder fails to make good the failure, neglect or contravention within 20 (twenty) days from the Date of serving such a notice, the MAHAPREIT may without prejudice to any other rights under this RFP, direct the Bidder not to render such Services and get such Services done by other agencies at the risk and cost of the Bidder. MAHAPREIT, in such event, shall be entitled to retain and apply any balance, which may otherwise be due to the Bidder for the payment of cost of executing the said part of the Services taken out of its scope of Services. If the cost of executing the said part of the</p> | MAHAPREIT is requested to limit any liability arising thereunder to the overall contractual limitation of liability. | Tender Condition Prevail |

|    |                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                |
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|    |                        | Services or of completing the Services exceeds the balance due to the Bidder, the Bidder shall pay such excess. If bidder fails to pay such excess, same shall be recovered through encashment of the Advance & Performance Bank Guarantees submitted by the bidder.                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                |
| 45 | <b>Clause No. 7.14</b> | <p>7.14 FORCE MAJEURE</p> <p>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 Agreement or complying with any conditions required by the other Party under this RFP and such act or event is beyond the reasonable control and not because of any fault of the affected Party and such Party has been unable to avoid such an act or event by the exercise of prudent foresight and due diligence.</p> <p>Without prejudice to the....</p> | After 7.14 (viii) following to be added: -<br>7.14 (ix) Upon termination following Force Majeure, the Consultant shall receive payment for the services delivered by the Consultant till the date of termination. | The bidder's request to insert Clause 7.14(ix) is accepted with conditions. Upon contract termination due to a Force Majeure event, and provided that no prior default or breach has been committed by the Consultant, the Consultant shall be entitled to receive payment for all verifiable, approved, and successfully delivered services completed up to the official date of termination. |
| 46 | <b>Clause No. 7.16</b> | <p>"7.16 ARBITRATION</p> <p>In the event of failure to resolve dispute/ differences related to Contract/Agreement and relating to interpretation of the clauses therein the parties are hereby</p>                                                                                                                                                                                                                                                                                                                                                                  | It is proposed that arbitration shall be as per the Arbitration and Conciliation Act 1996 and its amendments thereof and that the sole arbitrator shall be appointed upon mutual consent of both the parties.     | Tender Condition Prevail                                                                                                                                                                                                                                                                                                                                                                       |

|    |                        |                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
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|    |                        | agreed for its resolution / Adjudication etc. by referring it to the Institutional Arbitration established/recognized by the State Govt/Central Govt. and the dispute can be get resolved within the framework of the Arbitration Act 2015 and in terms of rules and regulations of such institutional arbitration such as Mumbai center of Arbitration etc."             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 47 | <b>Clause No. 7.16</b> | <p>7.17 TERMINATION OF CONTRACT/AGREEMENT:<br/> The MAHAPREIT may by giving not less than thirty (30) days written notice of termination to the Bidder, terminate this Agreement upon the occurrence of any of the events specified in paragraphs (a) through I below: -</p> <p>a. If the Bidder fails to remedy a failure in the performance of his obligations.....</p> | <p><b>After 7.17 g. following to be added:</b></p> <p>h. The Consultant may suspend or terminate the Contract, by not less than thirty (30) days' written notice of termination to the Client, in case:</p> <p>i) The Client does not make the payment to the Consultant; or</p> <p>ii) The Client does not adhere to the arbitration judgment; or</p> <p>iii) If the Consultant determines that a law, regulation or anything having similar import, or circumstances (including cases where the Client's ownership or constitution has changed), makes the Consultant's performance of the Contract impermissible or in conflict with independence or professional rules applicable to the Consultant.</p> | <p>The bidder's request is accepted in part. The proposal allowing the Consultant to terminate the contract for regulatory rule conflicts or non-adherence to arbitration judgments is rejected, as these are subject to standard legal frameworks. However, the Consultant's right to terminate services due to prolonged, unjustified non-payment by the Client is accepted, provided a 30-day prior written notice is served and both parties first exhaustively endeavor to resolve the payment issue mutually.</p> |

### **Bidder - 3**

| <b>Sr No</b> | <b>Clause No.</b>                                                                                      | <b>Clause Mentioned in Tender</b>                                                                                                                                                                                 | <b>Bidders Request/Suggestions</b>                                                                                                                                                                                                                                                  | <b>MAHAPREIT Reply</b>                                                                                                                                                                                                                                                                             |
|--------------|--------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1            | <b>Time Schedule of the e-Tender, Sr. No. 8, Page 11</b>                                               | Existing Provision:<br>"Last Date & Time of Submission of Tender: 08/09/2026 at 4:00 PM"                                                                                                                          | We request authority to kindly extend the last date for submission of the bid up to 11th September 2026 (up to 4:00 PM).                                                                                                                                                            | Any revision to the e-Tender schedule (last date of sale, technical bid submission, and technical bid opening) will be published as a corrigendum on <a href="https://mahatenders.gov.in/">https://mahatenders.gov.in/</a> and on MAHAPREIT's website; bidders are advised to track these portals. |
| 2            | <b>Section-IV: Clause 6.1, PQ 6 (B) – Experience in Large-Scale Renewable Energy Projects, Page 34</b> | Existing Provision:<br>"The Consultant should have experience in providing consultancy services for minimum Renewable Energy/Solar Power Project of 3 MWp or above, having a minimum project value of ₹12 Crore." | We request the Authority to remove the minimum project value threshold of ₹12 Crore and amend the clause to:<br>Revised Provision:<br>"The Consultant should have experience in providing consultancy services for minimum Renewable Energy/Solar Power Project of 3 MWp or above." | <b>PQ. 6B</b> Experience in Large-Scale Renewable Energy Projects: The Consultant should have experience in providing consultancy services or TEV Study for minimum Renewable Energy/Solar Power Project of 3 MWp or above, having a minimum project value of ₹12 Crore.                           |
| 3            | <b>Section-IV: Clause 6.1, PQ 6 (D) – Solar PV Installation Experience, Page 34</b>                    | Existing Provision:<br>"The Consultant should have successfully executed/managed consultancy or implementation assignments involving Solar PV installations of 1 MWp or above."                                   | We request the Authority to delete the term "executed/" and consider consultancy experience only, amending the clause to:<br>Revised Provision:<br>"The Consultant should have successfully managed consultancy assignments involving Solar PV installations of 1 MWp or above."    | <b>PQ 6D</b> Solar PV Installation Experience: The Consultant should have successfully executed/managed consultancy or TEV Study or implementation assignments                                                                                                                                     |

|   |                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
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|   |                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | involving Solar PV installations of 1 MWp or above.                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| 4 | <b>Section-IV:<br/>Clause 6.1,<br/>PQ 6 (F) -<br/>Professional<br/>Consultancy<br/>Experience,<br/>Page 34–35</b> | Existing Provision:<br>“The Consultant should have a minimum of 5 years of professional experience in Renewable Energy (RE) project consultancy, covering, but not limited to:<br>i. financial planning and feasibility assessment<br>ii. Project planning and design<br>iii. Technical consultancy<br>iv. Project execution and implementation\<br>v. Project monitoring and supervision<br>vi. Commercial and financial analysis<br>vii. Coordination with Government agencies, DISCOMs and other stakeholders” | We request the Authority to:<br>1. Delete sub-item “iv) Project execution and implementation”.<br>2. Increase the minimum professional experience requirement from 5 years to 15 years.<br>Revised Provision:<br>“The Consultant should have a minimum of 15 years of professional experience in Renewable Energy (RE) project consultancy, covering, but not limited to:<br>i. financial planning and feasibility assessment<br>ii. Project planning and design<br>iii. Technical consultancy<br>iv. Project monitoring and supervision<br>v. Commercial and financial analysis<br>vi. Coordination with Government agencies, DISCOMs and other stakeholders” | Energy (RE) project consultancy, covering, but not limited to:<br><b>i)</b> Financial planning and feasibility assessment or TEV study<br><b>ii)</b> Project planning and design or TEV study<br><b>iii)</b> Technical consultancy or TEV Study<br><b>iv)</b> Project execution and implementation or TEV Study<br><b>v)</b> Project monitoring and supervision or TEV Study<br><b>vi)</b> Commercial and financial analysis<br><b>vii)</b> Coordination with Government agencies, DISCOMs and other stakeholders |

| 5                                                                                                                            | <b>Section-IV:<br/>Clause 6.1,<br/>PQ 8 – Key<br/>Staff, Page<br/>36</b> | Existing Provision:<br>“The Bidder must have qualified professionals as provided in clause 4.2.1.” | <p>We request the Authority to rectify the clause reference and revise PQ 8 to evaluate <b>Human Resource Capacity</b> as per <b>Form below</b>, requiring a minimum of <b>100+ permanent staff</b> across multi-disciplinary profiles (Project Management, Solar Experts, Electrical/Mechanical Engineers, Field/CAD Engineers, Finance &amp; Procurement Experts).</p> <p><b>Form: Human Resource Capacity</b></p> <table><tr><th rowspan="2">Department<br/>s/Divisions<br/>in the firm<br/>relevant to<br/>the project<br/>team<br/>profile/area<br/>s of required<br/>expertise</th><th colspan="2">staff</th><th rowspan="2">Total<br/>Staff</th></tr><tr><th>Per<br/>man<br/>ent</th><th>Freel<br/>ance</th></tr><tr><td>A.Project<br/>Managem<br/>ent</td><td></td><td></td><td></td></tr><tr><td>B.Solar<br/>Experts<br/>and<br/>Energy<br/>Specialist</td><td></td><td></td><td></td></tr><tr><td>1. Elect<br/>rical<br/>Engineers</td><td></td><td></td><td></td></tr><tr><td>2. Mec<br/>hanical<br/>Engineers</td><td></td><td></td><td></td></tr></table> | Department<br>s/Divisions<br>in the firm<br>relevant to<br>the project<br>team<br>profile/area<br>s of required<br>expertise | staff |  | Total<br>Staff | Per<br>man<br>ent | Freel<br>ance | A.Project<br>Managem<br>ent |  |  |  | B.Solar<br>Experts<br>and<br>Energy<br>Specialist |  |  |  | 1. Elect<br>rical<br>Engineers |  |  |  | 2. Mec<br>hanical<br>Engineers |  |  |  | Tender Condition Prevail |
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| Department<br>s/Divisions<br>in the firm<br>relevant to<br>the project<br>team<br>profile/area<br>s of required<br>expertise | staff                                                                    |                                                                                                    | Total<br>Staff                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                              |       |  |                |                   |               |                             |  |  |  |                                                   |  |  |  |                                |  |  |  |                                |  |  |  |                          |
|                                                                                                                              | Per<br>man<br>ent                                                        | Freel<br>ance                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                              |       |  |                |                   |               |                             |  |  |  |                                                   |  |  |  |                                |  |  |  |                                |  |  |  |                          |
| A.Project<br>Managem<br>ent                                                                                                  |                                                                          |                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                              |       |  |                |                   |               |                             |  |  |  |                                                   |  |  |  |                                |  |  |  |                                |  |  |  |                          |
| B.Solar<br>Experts<br>and<br>Energy<br>Specialist                                                                            |                                                                          |                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                              |       |  |                |                   |               |                             |  |  |  |                                                   |  |  |  |                                |  |  |  |                                |  |  |  |                          |
| 1. Elect<br>rical<br>Engineers                                                                                               |                                                                          |                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                              |       |  |                |                   |               |                             |  |  |  |                                                   |  |  |  |                                |  |  |  |                                |  |  |  |                          |
| 2. Mec<br>hanical<br>Engineers                                                                                               |                                                                          |                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                              |       |  |                |                   |               |                             |  |  |  |                                                   |  |  |  |                                |  |  |  |                                |  |  |  |                          |

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|                                     |                                                                                                         |                                                                                                                                                                                                                                                    | <table><tr><td>C. Field Engineers</td><td></td><td></td><td></td></tr><tr><td>D.CAD Engineers</td><td></td><td></td><td></td></tr><tr><td>E. Quantity Surveyor</td><td></td><td></td><td></td></tr><tr><td>F. Financing /Procurement Experts</td><td></td><td></td><td></td></tr><tr><td>Total Staff Number of the applicant</td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td></tr></table> | C. Field Engineers       |  |  |  | D.CAD Engineers |  |  |  | E. Quantity Surveyor |  |  |  | F. Financing /Procurement Experts |  |  |  | Total Staff Number of the applicant |  |  |  |  |  |  |  |  |  |  |  |  |
| C. Field Engineers                  |                                                                                                         |                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                          |  |  |  |                 |  |  |  |                      |  |  |  |                                   |  |  |  |                                     |  |  |  |  |  |  |  |  |  |  |  |  |
| D.CAD Engineers                     |                                                                                                         |                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                          |  |  |  |                 |  |  |  |                      |  |  |  |                                   |  |  |  |                                     |  |  |  |  |  |  |  |  |  |  |  |  |
| E. Quantity Surveyor                |                                                                                                         |                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                          |  |  |  |                 |  |  |  |                      |  |  |  |                                   |  |  |  |                                     |  |  |  |  |  |  |  |  |  |  |  |  |
| F. Financing /Procurement Experts   |                                                                                                         |                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                          |  |  |  |                 |  |  |  |                      |  |  |  |                                   |  |  |  |                                     |  |  |  |  |  |  |  |  |  |  |  |  |
| Total Staff Number of the applicant |                                                                                                         |                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                          |  |  |  |                 |  |  |  |                      |  |  |  |                                   |  |  |  |                                     |  |  |  |  |  |  |  |  |  |  |  |  |
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| 6                                   | <b>Section-IV: Clause 6.1.1 – Qualification Requirement : Procurement cum Contracts Expert, Page 38</b> | Existing Provision:<br>“Procurement cum Contracts Expert:<br>Qualification: B.E./B.Tech (Civil/Electrical)<br>Experience: Minimum 7 years of professional experience in infrastructure financing, financial advisory, and/or project structuring.” | We request the Authority to revise the qualification and experience criteria to:<br>“Procurement cum Contracts Expert:<br>“Qualification: Engineering Graduate with PGDM/MBA in Finance/Economics etc,<br>Experience: Minimum 7 years of professional experience in bid document preparation/procurement for renewable energy / transmission / Signing of PPA and understanding of electricity regulations.”                                                        | Tender Condition Prevail |  |  |  |                 |  |  |  |                      |  |  |  |                                   |  |  |  |                                     |  |  |  |  |  |  |  |  |  |  |  |  |
| 7                                   | <b>Section-IV: Clause 6.1.1 – Qualification Requirement</b>                                             | Existing Provision:<br>“MIS Expert:<br>Qualification: Bachelor’s/Master’s degree in Computer Science / Information Technology                                                                                                                      | We request the Authority to replace the MIS Expert position with “Regulatory & Field Engineering Expert” (or Power Purchase Agreement / Regulatory Expert), with qualifications in B.E./B.Tech                                                                                                                                                                                                                                                                      | Tender Condition Prevail |  |  |  |                 |  |  |  |                      |  |  |  |                                   |  |  |  |                                     |  |  |  |  |  |  |  |  |  |  |  |  |

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|   | <b>: MIS Expert, Page 38</b>                                               | /Electronics / Data Science or equivalent.<br>Experience: Minimum 5 years of professional experience in development, management, and maintenance of Management Information Systems (MIS) for infrastructure / energy / government projects | (Electrical/Mechanical) / Post Graduate in Energy/Regulatory field and $\geq 5$ years of relevant sector experience<br>Revised Provision:<br>“Regulatory & Field Engineering Expert: Qualification: B.E./B.Tech (Electrical/Mechanical) / Post Graduate in Energy<br>Experience: Minimum 5 years of professional experience in PPA structuring for Renewable Energy projects OR Filed Engineering Assistance for Solar Power projects”                                                                                                                   |                          |
| 8 | <b>Section-IV: Clause 6.2.1 – Bid Evaluation Criteria: TQ 2, Page 38</b>   | Existing Provision:<br>“The bidder shall have experience of preparation of Feasibility report/DPR for distributed solar power project for public utilities/public buildings for Government Authorities in last 5 years.”                   | We request the Authority to remove the restriction of “public buildings” and clarify that preparation of Solar DPRs / Feasibility Studies or acting as Lender's Engineer for large-scale / distributed solar projects under government schemes (e.g., MSKVY / central schemes for PSUs like PFC, REC) shall be eligible under TQ 2.<br>Revised Provision: “Solar DPRs / Feasibility Studies or acting as Lender's Engineer for large-scale / distributed solar projects under government schemes (e.g., MSKVY / central schemes for PSUs like PFC, REC)” | Tender Condition Prevail |
| 9 | <b>Annexure 6, FORMAT 16: UNDERTAKING for ALMM GUIDELINES, Page No: 61</b> | Existing Provision:<br>“Undertaking for ALMM Guidelines to be submitted by the Bidder on Original Letter Head...”                                                                                                                          | We request the Authority to delete the requirement of Format 16 for the PMU Consultant bid submission as it is not relevant.                                                                                                                                                                                                                                                                                                                                                                                                                             | Tender Condition Prevail |

**Bidder - 4**

| <b>Sr No</b> | <b>Clause No.</b>                                           | <b>Clause Mentioned in Tender</b>                                                                                                                                                                                                                                                                                                                                  | <b>Bidders Request/Suggestions</b>                                                                                                                                                                                                                                                                                                                   | <b>MAHAPREIT Reply</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
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| 1            | <b>Clauses 4.4 and 4.10 read with PQ-1 under Clause 6.1</b> | The RFP permits participation by a Consortium/JV. However, PQ-1 states that the “Bidder must be a Company registered under the Companies Act, 1956/2013.” The RFP does not specify the maximum number of consortium members, lead member requirements, joint and several liability, or whether eligibility criteria may be met collectively by consortium members. | Kindly confirm the detailed conditions applicable to Consortium/JV participation, including: (i) maximum number of members; (ii) lead member requirement; (iii) whether turnover, experience and other credentials may be combined across members; (iv) criteria to be met individually by each member; (v) joint and several liability requirements | Bidder(s) shall include any Company incorporated under the Companies Act, 2013, Limited Liability Partnership (LLP) registered under the Limited Liability Partnership Act, 2008, Partnership Firm registered under the Indian Partnership Act, 1932, Sole Proprietorship duly established and holding applicable registrations under Indian law, or a Consortium formed by such eligible entities, as well as professional bodies duly incorporated or registered under any applicable Central/State law or Act of Parliament in India.” |
| 2            | <b>Clause 6.2.2 and Clause 6.5</b>                          | Technically qualified bidder, indicating an L1-based selection. However, Clause 6.5 states that the bidder obtaining the “highest combined score based on the technical and financial evaluation” shall be considered for award. The technical financial weightages and combined-score formula                                                                     | Kindly clarify whether the selection method is L1 or QCBS. If QCBS is applicable, please specify the technical and financial weightages, detailed financial scoring formula and combined-score methodology.                                                                                                                                          | Tender Condition Prevail                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |

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| 3 | <b>RFP Data at a Glance, Performance Security; and Clause 6.8</b> | The RFP Data at a Glance requires Performance Security equivalent to 20% of the total contract value, whereas Clause 6.8 requires a Performance Bank Guarantee or Demand Draft equivalent to 5% of the contract value. | Kindly confirm the applicable Performance Security percentage.                        | A discrepancy has been observed in the RFP regarding the Performance Security. Item 6 on page 14 mentions 20% of the Contract Value, while Clause 6.8 on page 41 mentions 5% of the Contract Value. MAHAPREIT will clarify this discrepancy through a corrigendum and confirm the applicable percentage. The bidders' request to keep the Performance Security at 5% of the Contract Value, as mentioned in Clause 6.8 and generally followed for consultancy services, has been noted for consideration by MAHAPREIT. |
| 4 | <b>Clause 5.7.9 / RFP Data at a Glance read with Clause 3.7.9</b> | Most sections of the RFP specify an EMD of ₹2,00,000, whereas Clause 3.7.9 refers to an EMD of ₹3,00,000                                                                                                               | Kindly confirm the final applicable EMD amount and corresponding payment requirements | The EMD amount of Rs. 3,00,000/- mentioned in Clause 3.7.9 (Section I, Page 6) is a drafting error. The correct EMD amount is Rs. 2,00,000/- (Rupees Two Lakh only), as mentioned in Clause 2 (Summary Details, Page 3), Section II – RFP Data at a Glance (Page 14), and Clause 5.7.9 (Section III, Pages 20–21). Accordingly, Clause 3.7.9 stands corrected to Rs. 2,00,000/- by way of corrigendum.                                                                                                                 |

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| 5 | <b>Clauses 3.15.4 and 5.15.4</b>                  | The clauses reserve broad rights with MAHAPREIT regarding refund and forfeiture of the EMD. The provision appears unilateral and does not clearly provide for notice to the bidder, an opportunity to explain, or consideration of circumstances beyond the bidder's control before forfeiture. | Kindly amend the provision to clarify that the EMD shall be forfeited only for a material default specifically attributable to the bidder and after issuance of a written notice setting out the grounds for the proposed forfeiture. The bidder should be provided a reasonable opportunity to submit its explanation, and the matter should be discussed before a final decision is taken. No forfeiture should apply where the event arose due to circumstances beyond the bidder's reasonable control.                                                        | Tender Condition Prevail                                                                                                                                                                                        |
| 6 | <b>Clauses 3.17 and 5.17</b>                      | The provision imposes a fine for delay without clearly distinguishing between delays attributable to the Contractor and delays caused by MAHAPREIT, AIIMS, statutory authorities, third parties, force majeure events, or other circumstances beyond the Contractor's reasonable control.       | Kindly clarify that any fine or penalty for delay shall apply only where the delay is solely and demonstrably attributable to the Contractor. Before imposing a fine, the reasons for delay should be jointly reviewed by MAHAPREIT and the Contractor. No fine should be imposed for delays caused by MAHAPREIT, AIIMS, government or regulatory authorities, other appointed agencies, force majeure events, or circumstances beyond the Contractor's reasonable control. The Contractor should also be granted a reasonable extension of time for such delays. | Tender Condition Prevail                                                                                                                                                                                        |
| 7 | <b>Clause 4.7, read with Clauses 4.4 and 4.10</b> | Clause 4.7 reportedly describes the "Contractor" as a law firm. This does not align with the nature of the assignment or with the definitions of Applicant/Bidder, which permit firms, companies, LLPs, partnership firms and Consortiums/JVs. The selected                                     | Kindly confirm that the reference to a "law firm" in Clause 4.7 is a typographical or drafting error. It is requested that the definition of "Contractor" be revised to mean the successful Bidder or selected Consultant, including a company, LLP, partnership firm, Consortium/JV or other entity eligible under Clauses 4.4 and 4.10,                                                                                                                                                                                                                         | A " <b>Contractor</b> " means any individual, firm, company, or entity that has entered into an agreement with the Employer/Authority to undertake and execute the specified works, services, or obligations in |

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|   |                                                                                                | entity is expected to provide PMU and transaction advisory services and is not necessarily a law firm.                                                                                                                                                                                                                     | with whom MAHAPREIT executes the contract.                                                                                                                                                                                                                                                                                         | accordance with the terms and conditions of the Contract.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| 8 | <b>Summary Details, Page 3; Clauses 3.5 and 3.7.9; and corresponding Clauses 5.5 and 5.7.9</b> | The RFP separately mentions an Offer Document/e- RFP Fee of ₹10,000 plus GST and a non-refundable Bid Processing Fee of ₹25,000 plus GST. However, it is not sufficiently clear when each fee is to be paid, through which payment mechanism, and whether proof of both payments must be submitted with the technical bid. | Kindly clarify:<br>(i) the stage at which the Offer Document/e-RFP Fee and Bid Processing Fee are payable; (ii) whether both fees must be paid before technical bid submission; (iii) the applicable payment modes and bank-account details; (iv) whether GST is payable separately; and (v) the documentary proof to be uploaded. | appearing in Clause 3.7.9 (Section I, page 6) is an inadvertent drafting error and stands corrected to Rs. 2,00,000/- by way of corrigendum. EMD, together with the Offer Document/e-RFP Fee of Rs. 10,000/- + 18% GST, is payable through the e-payment gateway on <a href="https://mahatenders.gov.in/">https://mahatenders.gov.in/</a> ; the Bid Processing Fee of Rs. 25,000/- + 18% GST is separately payable by RTGS/NEFT to the State Bank of India account specified in the RFP Data at a Glance. Payment receipts/UTR proof for all three payments are to be uploaded with the Technical Bid. |
| 9 | <b>Clauses 3.0.4, 3.0.5, 3.0.7, 3.0.9, 3.1, 3.5, 3.7.4, 3.7.7, 3.7.8, 3.7.10; and</b>          | The RFP requires the bid and supporting documents to be digitally signed, while also requiring signed and scanned copies of the RFP, self-attestation, firm seal and signature on all pages. It is unclear whether documents submitted using the Digital Signature of the Authorized Signatory must                        | Kindly confirm whether affixing the valid Digital Signature of the Authorized Signatory while uploading the bid will be considered sufficient authentication of the complete bid. If so, please confirm that a handwritten/scanned signature and firm seal on every page are not additionally required.                            | As per MahaTender Condition                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |

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|    | <b>corresponding Clauses 5.7.7 and 5.7.8</b> | additionally contain a handwritten/scanned signature and seal on every page. The RFP states that information and certificates should be digitally signed, while Clauses 3.7.7 and 3.7.8 require duly signed/scanned documents and signed and scanned copies of all RFP pages.                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                    |
| 10 | <b>RFP Document</b>                          | The RFP contains multiple internal inconsistencies. These ambiguities materially affect consortium structuring, eligibility assessment, pricing and preparation of a responsive bid. The presently stated submission deadline is 8 September 2026.                                                                                                                                                                                 | In view of the material inconsistencies in the RFP and the time required to incorporate the pre-bid clarifications/ corrigendum, finalize the bidding arrangement and compile supporting documents, kindly extend the bid submission deadline by at least 15 calendar days                                                                                                                                                                                                                                            | Any revision to the e-Tender schedule (last date of sale, technical bid submission, and technical bid opening) will be published as a corrigendum on <a href="https://mahatenders.gov.in/">https://mahatenders.gov.in/</a> and on MAHAPREIT's website; bidders are advised to track these portals. |
| 11 |                                              | The RFP proposes solarization of AIIMS Nagpur under the Captive/Group Captive Model but does not clearly disclose whether AIIMS Nagpur currently has any rooftop, ground-mounted, open-access, captive, group-captive or other solar power arrangement. An existing PPA, EPC/O&M contract, net-metering arrangement, power procurement agreement or exclusivity commitment could overlap or conflict with the proposed assignment. | Kindly confirm whether AIIMS Nagpur currently has any subsisting solar power project, PPA, EPC contract, O&M contract, rooftop-solar arrangement, open-access agreement, captive/group-captive arrangement, net-metering approval or other renewable-power procurement commitment. If yes, kindly provide the relevant capacity, tenure, contractual obligations, termination/exclusivity provisions and interface requirements, and clarify how these arrangements are to be addressed under the present assignment. | Can be confirm during the site visit                                                                                                                                                                                                                                                               |

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| 12 | <b>Clause 7.11, read with other provisions relating to Liquidated Damages, penalties</b> | Clause 7.11 appears to permit levy of Liquidated Damages and an additional penalty of up to 10% of the contract value for the same or related delay/default. This may result in double recovery for a single breach and creates disproportionate commercial exposure for the Contractor. | Kindly amend the clause to provide that Liquidated Damages shall be the sole and exclusive monetary remedy for delay and that no separate or additional penalty shall be imposed for the same event or default. Such damages should apply only to delays solely attributable to the Contractor, after providing written notice and a reasonable opportunity to cure. | The bidder's request is accepted in part. It is clarified that Liquidated Damages (LD) shall apply strictly to delays solely attributable to the Consultant, subject to a prior written notice and a reasonable opportunity to cure. Furthermore, there shall be no double recovery or duplication of financial levies for the exact same loss arising from the same single event. However, the request to treat LD as the sole and exclusive monetary remedy is rejected; LD shall not restrict MAHAPREIT's rights or remedies regarding other distinct breaches or liabilities under the Contract. |
| 13 | <b>Clause 7.13.1, read with Clauses 3.17, 5.17 and 7.11</b>                              | The clause provides for imposition of a penalty in the event of delay but does not adequately account for delays caused by MAHAPREIT, AIIMS, government approvals, regulatory authorities, third party agencies, changes in scope, lack of                                               | Kindly clarify that no penalty or Liquidated Damages shall be imposed where the delay is not attributable to the Contractor. Before imposition of any penalty, the causes and period of delay should be jointly reviewed and recorded by MAHAPREIT and the Contractor. Appropriate extension of time should be granted for client caused delays,                     | Not Accepted. Clause 7.17(g) governs termination at MAHAPREIT's sole discretion and convenience. Payments upon such termination shall be restricted strictly to milestones/deliverables completely performed and                                                                                                                                                                                                                                                                                                                                                                                     |

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|    |                           | information or circumstances beyond the Contractor's control.                                                                                                                                                                                                                                                                | approval delays, changes in scope, force majeure events and other circumstances beyond the Contractor's reasonable control.                                                                                                                                                                                                                                                                                                                                                                                                                                                | formally approved by MAHAPREIT up to the effective date of termination, as per the payment schedule specified in the RFP. No claims for partially completed deliverables, demobilization costs, committed resources, or non-cancellable costs shall be entertained                                                                                                                                                                                                                                                                                                  |
| 14 | <b>Clause 7.17(g)</b>     | Clause 7.17(g) appears to grant MAHAPREIT unilateral rights without clearly addressing payment to the Contractor for services already performed, approved deliverables, committed resources, demobilization costs and other unavoidable expenditure incurred up to the effective date of the relevant action or termination. | Kindly confirm that, notwithstanding the exercise of rights under Clause 7.17(g), the Contractor shall be paid for: (i) all services satisfactorily performed up to the effective date; (ii) completed or partially completed deliverables on a proportionate basis; (iii) approved reimbursable expenses; and (iv) reasonable, unavoidable demobilization and non-cancellable costs. Before exercising such rights, MAHAPREIT should issue written notice stating the reasons and provide the Contractor a reasonable opportunity to explain and cure the alleged default | Partially Accepted. It is clarified that in the event of termination under Clause 7.17(g), the Consultant shall be eligible for payment only for services and deliverables successfully completed and approved by MAHAPREIT on a pro-rata basis as per the RFP terms up to the effective date of termination. No demobilization costs or non-cancellable third-party costs will be compensated. A 30-day prior written notice shall be issued by MAHAPREIT for such termination; however, no cure period is applicable for termination under discretion/convenience |
| 15 | <b>Annexure 2, Note 2</b> | Annexure 2 stipulates that experience without an experience certificate shall not be considered for evaluation. However, government authorities and other clients may not issue separate                                                                                                                                     | Kindly permit bidders to substantiate the claimed experience through a copy of the Work Order without mandatorily requiring a separate completion or experience certificate. It is requested that the words "The experience without experience                                                                                                                                                                                                                                                                                                                             | Tender Condition Prevail                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |

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|  |  | completion or experience certificates. In such cases, the relevant Work Order provides evidence of the award, scope and contract value of the assignment | certificate shall not be considered for evaluation” be amended accordingly. |  |
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### Bidder - 5

| Sr No | Clause No.                                                                            | Clause Mentioned in Tender                                                                                                                                                       | Bidders Request/Suggestions                                                                                                                                | MAHAPREIT Reply                                                                                                                                                                                                                                                                                                                                                                                        |
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| 1     | Clause no. A<br>RFP data at a glance<br>(summary details)<br>Page no. 14 of 62 of RFP | <b>EMD:</b><br><b>Earnest money (EMD):</b> Rs. 2,00,000/-<br><b>Mode of payment (EMD):</b> RFP document and E.M.D. amount shall be paid through E- payment gateway.              | Kindly clarify whether the EMD payment of Rs. 2,00,000/- is to be paid through E- payment gateway on the Portal.<br>Kindly Confirm.                        | The EMD amount of Rs. 3,00,000/- mentioned in Clause 3.7.9 (Section I, Page 6) is a drafting error. The correct EMD amount is Rs. 2,00,000/- (Rupees Two Lakh only), as mentioned in Clause 2 (Summary Details, Page 3), Section II – RFP Data at a Glance (Page 14), and Clause 5.7.9 (Section III, Pages 20–21). Accordingly, Clause 3.7.9 stands corrected to Rs. 2,00,000/- by way of corrigendum. |
| 2     | Clause no. A<br>RFP data at a glance<br>(summary details)<br>Page no. 14 of 62 of RFP | <b>Offer Document Cost:</b><br>₹ 10,000/- + Gst 18% (Offer Document Cost and E.M.D. amount shall be paid through online payment gate at tender portal).                          | Kindly clarify whether the Offer Document Cost payment of Rs. 10,000/- + Gst 18% is to be paid through E- payment gateway on the Portal.<br>Kindly Confirm | E- payment gateway                                                                                                                                                                                                                                                                                                                                                                                     |
| 3     | Clause no. A<br>RFP data at a glance<br>(summary details)<br>Page no. 14 of 62 of RFP | <b>PROCESSING FEE:</b><br>The applicable fee of ₹25,000/- plus 18% GST shall be paid to the State Bank of India account. The bank account details are provided in the documents. | Kindly clarify whether the Bid Processing Fee is to be on State Bank of India account details, as specified in the tender document.                        | The non-refundable Bid Processing Fee of Rs. 25,000/- + 18% GST is payable by RTGS/NEFT/online transfer to the State Bank of India account (A/c No. 42806014198, IFSC SBIN0009995) specified in the RFP Data at a Glance; the payment                                                                                                                                                                  |

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| 4 | <b>Clause no. 6.8</b><br><b>Page no. 42 of 62 of RFP</b> | <b>PERFORMANCE GUARANTEE:</b><br>The bidder shall be required to submit a contract Performance Bank Guarantee (PBG) or Demand draft (DD) of 5% of contact value in the form of a Bank Guarantee from Indian Nationalized Bank in favour of “Mahatma Phule Renewable Energy and Infrastructure Technology Limited” payable at Mumbai. The proceeds of the performance guarantee shall be payable to the MAHAPREIT as compensation for any loss resulting from the Bidder’s failure to complete his obligations under the contract. The performance guarantee shall be returned within a period of 90 days after successful completion of Bidder’s obligations under the contract. | Request to change the clause;<br>The bidder shall be required to submit a contract Performance Bank Guarantee (PBG) or Demand draft (DD) of 5% of contact value in the form of a Bank Guarantee from Indian Nationalized Bank in favour of “Mahatma Phule Renewable Energy and Infrastructure Technology Limited” payable at Mumbai. The proceeds of the performance guarantee shall be payable to the MAHAPREIT as compensation for any loss resulting from the Bidder’s failure to complete his obligations under the contract. The performance guarantee shall be returned within a period of 60 days after successful completion of Bidder’s obligations under the contract. | Tender Condition Prevail                          |

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| 5 | <b>Clause no. 3.2.1</b><br><b>Page no. 10 of 62 of RFP</b>  | <b>FORCE MAJEURE:</b><br>No Party to this Agreement is responsible to any other Party hereto for non- performance or delay in performance of the terms and conditions hereof due to acts of Nature, acts of governments, riots, wars, strikes, fires, floods, explosions, pandemics, quarantine periods, court orders or similar causes beyond the control of the affected Party. | <div>         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       </div> <div>         We request you to kindly allow us to provide a written notice within 60 (Sixty) days of occurrence of such force majeure. Please Consider       </div> <div>         We request you to kindly include notice period of 60 days in case of termination due to force majeure if applicable for this contract. Please Consider       </div> | Tender Condition Prevail |
| 6 | <b>Clause no. 7.13.1</b><br><b>Page no. 48 of 62 of RFP</b> | <b>LIQUIDATED DAMAGES:</b><br>In the event of any delay attributable to the Consultant in achieving the agreed milestones or submission of deliverables as per the timelines specified in this RFP or as mutually agreed with MAHAPREIT, liquidated damages shall be levied at the rate of 0.5% (one-half percent) of the Contract Value per week of delay for the                | Request to change in clause;<br>In the event of any delay attributable to the Consultant in achieving the agreed milestones or submission of deliverables as per the timelines specified in this RFP or as mutually agreed with MAHAPREIT, liquidated damages shall be levied at the rate of 0.5% (one-half percent) of the Contract Value per week of delay for the respective milestone or deliverable. The total liquidated damages payable by the Consultant under this clause                                                                                                                                                                                                                      | Tender Condition Prevail |

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|   |                                                        | <p>respective milestone or deliverable.</p> <p>The total liquidated damages payable by the Consultant under this clause shall not exceed 10% (ten percent) of the total Contract Value.</p>                                                                                                                                                                                                                                                                                                                                                                                                               | shall not exceed 5% (ten percent) of the total Contract Value.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 7 | <p><b>Clause no. 5.17 Page no. 25 of 62 of RFP</b></p> | <p><b>5.17 PENALTY CLAUSE:</b></p> <p>If the contractual services are not completed and compliance report is not submitted on or before every month from the Date of work order, then fine up to maximum 10% of the contract value shall be deducted from the fees payable against the bill. Further an amount maximum up to 10% of the contract/work order value shall be considered as maximum penalty for breach of Agreement conditions or unsatisfactory performance and/ or delay in adhering to the prescribed timelines to achieve the milestones prescribed for completion of Scope of Work.</p> | <p>Request to change the Clause;</p> <p>If the contractual services are not completed and compliance report is not submitted on or before every month from the Date of work order, then fine up to maximum 5% of the contract value shall be deducted from the fees payable against the bill. Further an amount maximum up to 10% of the contract/work order value shall be considered as maximum penalty for breach of Agreement conditions or unsatisfactory performance and/ or delay in adhering to the prescribed timelines to achieve the milestones prescribed for completion of Scope of Work</p> | <p>The bidder's request to reduce the fine cap under Clause 5.17 from 10% to 5% is not accepted. The penalty structures and limits up to a maximum of 10% prescribed for non-completion, non-submission of compliance reports, or general breach of contract conditions represent critical contractual remedies to ensure milestone compliance and shall remain applicable as specified in the RFP. However, it is clarified that these provisions will be enforced reasonably, and there shall be no double recovery or duplication of financial levies for the exact same monetary loss arising from the same single default.</p> |
| 8 | <p><b>Clause no. 7.17 Page</b></p>                     | <p><b>SUSPENSION OR TERMINATION OF CONTRACT/AGREEMENT:</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | <p>The bidder's request regarding Clause 7.17 is accepted in part.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |

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|  | <b>no. 50 of 62 of RFP</b> | <p>The MAHAPREIT may by giving not less than thirty (30) days written notice of termination to the Bidder, terminate this Agreement upon the occurrence of any of the events specified in paragraphs (a) through I below: -</p> <p>a. If the Bidder fails to remedy a failure in the performance of his obligations hereunder, as specified in a notice of suspension pursuant thereof, within thirty (30) days of receipt of such notice of suspension or within such further period as the MAHAPREIT may have subsequently approved in writing or</p> <p>b. If the Bidder becomes insolvent or bankrupt or enter into any agreement with his creditors for relief of debt or take advantage of any law for the benefit of debtors or go in to liquidation or receivership whether compulsory or voluntary; or</p> <p>c. If MAHAPREIT found that the bidder has provided the false &amp; wrong information while bid submission; or</p> <p>d. If the Bidder submits to the MAHAPREIT a statement which has an effect on the rights, obligations or interests of the MAHAPREIT</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 60 days 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> | <p>The proposal to extend MAHAPREIT's termination notice period from 30 days to 60 days is not accepted, and the standard 30-day notice period for remediable breaches shall remain applicable as per the RFP. However, the request for a reciprocal right is accepted in part, allowing the Consultant to terminate the contract solely due to prolonged, unjustified non-payment by Mahapreit , by serving a 30-day prior written notice, provided both parties first exhaustively endeavour to resolve the payment issue mutually. Additionally, the request regarding payment parameters is accepted with conditions: upon termination, and provided no prior material default or fraud has been committed by the Consultant, the Consultant shall be entitled to receive payment for all verifiable, approved, and successfully delivered services completed up to the official date of termination.</p> |
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|   |                                                                                                | <p>and/or which the Bidder knows to be false; or</p> <p>e. If as the result of a Force Majeure Event, the Bidder is unable to perform the Services for a period of not less than sixty (60) days, or</p> <p>f. If MAHAPREIT found any defect/inadequacy/errors /inability/non-competency etc. in the Bidder in relation to the performance of the Services which are not in accordance to the Good Industry Practices or the provisions of this RFP, or</p> <p>g. If the MAHAPREIT, in its own discretion and for any reason whatsoever, decides to terminate this Agreement</p> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                           |
| 9 | <b>TIME SCHEDULE OF THE e-TENDER</b><br><b>Clause no. 7</b><br><b>Page no. 11 of 62 of RFP</b> | <b>Bid submission due date:</b> 08-Sep-2026 16:00 PM                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | <p>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 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 14 days from the due date of submission.</p> | <p>Any revision to the e-Tender schedule (last date of sale, technical bid submission, and technical bid opening) will be published as a corrigendum on <a href="https://mahatenders.gov.in/">https://mahatenders.gov.in/</a> and on MAHAPREIT's website; bidders are advised to track these portals.</p> |

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|  |  |  | Kindly Confirm |  |
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### Bidder - 6

| Sr No | Clause No.                           | Clause Mentioned in Tender                                                                                                                                                                                                                                                                                                                                              | Bidders Request/Suggestions                                                                                                                                                                                                                                               | MAHAPREIT Reply                                                                                                                                                                                                                                                                                                                                                                        |
|-------|--------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1     | <b>Clause 6.1 PQ 6 (B) &amp; (D)</b> | PQ 6(B): "Large-scale RE project experience" limited to consultancy for a Solar/RE project of 3 MWp or above (min. project value ₹12 Crore).<br>PQ 6(D): "Solar PV installation experience" limited to consultancy/implementation for Solar PV of 1 MWp or above.                                                                                                       | Kindly widen both sub-criteria to also read: "consultancy / Financial Appraisal / TEV / LIE study" for a Solar/RE project of 3 MWp or above (PQ 6-B), and "consultancy / Financial Appraisal / TEV / LIE study / implementation" for Solar PV of 1 MWp or above (PQ 6-D). | PQ 6(B): "Large-scale RE project experience" limited to consultancy OR TEV Study for a Solar/RE project of 3 MWp or above (min. project value ₹12 Crore).<br><br>PQ 6(D): "Solar PV installation experience" limited to consultancy OR TEV Study OR implementation for Solar PV of 1 MWp or above.                                                                                     |
| 2     | <b>Clause 6.1 PQ 6 (F)</b>           | minimum of 5 years of professional experience in Renewable Energy (RE) project consultancy, covering, but not limited to:<br>i)Financial planning and feasibility assessment<br>ii)Project planning and design<br>iii)Technical consultancy<br>iv)Project execution and implementation\<br>v)Project monitoring and supervision<br>vi)Commercial and financial analysis | It is requested that this sub-criterion be deleted.                                                                                                                                                                                                                       | Minimum 5 years' professional RE consultancy OR TEV experience covering but not limited to:<br>i)Financial planning and feasibility assessment OR TEV Study<br>ii)Project planning and design OR TEV Study<br>iii)Technical consultancy OR TEV<br>iv)Project execution and implementation<br>v)Project monitoring and supervision OR TEV Study<br>vi)Commercial and financial analysis |

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|   |             | vii)Coordination with Government agencies, DISCOMs and other stakeholders                                                                                                                                      |                                                                                                                                                                                                                                                                          | vii)Coordination with Government agencies, DISCOMs and other stakeholders.                                                                                                                                                                                                                   |
| 3 | <b>TQ 2</b> | Experience preparing Feasibility Report/DPR for distributed solar power projects for public utilities/buildings (Govt. Authorities), in the last 5 years.                                                      | Experience preparing Feasibility Report/DPR/Financial Appraisal/TEV/LIE study for distributed solar power projects for public utilities/buildings (Govt. Authorities), in the last 5 years."                                                                             | Experience preparing Feasibility Report/DPR/Financial Appraisal/TEV study for distributed solar power projects for public utilities/buildings (Govt. Authorities), in the last 5 years." (ongoing assignments count if at least 1 year is completed)."                                       |
| 4 | <b>TQ 3</b> | Experience providing PMC consultancy for distributed solar power projects for public utilities/buildings (Govt. Authorities), in the last 5 years (ongoing assignments count if at least 1 year is completed). | Kindly amend to read: "Experience providing PMC/Financial Appraisal/TEV/LIE study consultancy for distributed solar power projects for public utilities/buildings (Govt. Authorities), in the last 5 years (ongoing assignments count if at least 1 year is completed)." | Experience providing PMC/Financial Appraisal/TEV study consultancy for distributed solar power projects for public utilities/buildings (Govt. Authorities), in the last 5 years (ongoing assignments count if at least 1 year is completed)."                                                |
| 5 | <b>TQ 4</b> | Experience as PMU for Govt. Authorities with a minimum consultancy fee of ₹5 Crore, in the last 5 years (PMC/supervision assignments not counted; ongoing assignments not stated as eligible).                 | Kindly (i) reduce the minimum consultancy-fee threshold from ₹5 Crore to ₹2 Crore, and (ii) permit ongoing PMU assignments to be counted, consistent with the treatment already allowed for ongoing assignments under TQ 3.                                              | Experience as PMU for Government Authorities with a minimum consultancy fee of ₹2 Crore and/or for Private Companies with a minimum consultancy fee of ₹5 Crore, during the last 5 years. Ongoing assignments shall also be considered, provided they are in a successfully executing state. |

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|   |                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | PMC/supervision assignments shall not be considered.                                                                                                                                                                                                                                                                                                                                                                                           |
| 6 | <b>TQ 5</b>                                                                          | Experience of solar power consultancy in Maharashtra, of capacity 3 MWp or above.                                                                                                                                                                                                                                                                                                                                         | Experience of solar power consultancy in Maharashtra, of capacity 3 MWp or above.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Experience of solar power consultancy in Maharashtra or in INDIA, of capacity 3 MWp or above."                                                                                                                                                                                                                                                                                                                                                 |
| 7 | <b>6.2.2 Evaluation Method is based on Lowest financially quoted bid as follows:</b> | The RFP is silent on any preference, relaxation or facilitation measure for bidders registered as Micro or Small Enterprises (MSEs).                                                                                                                                                                                                                                                                                      | The bidder shall secure a minimum Technical Score of 75 marks out of 100 to qualify for the Financial Evaluation. Only bidders meeting the minimum qualifying technical score shall be considered for further evaluation.                                                                                                                                                                                                                                                                                                                                                         | Tender Condition Prevail                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 8 | <b>Scoring Criteria</b>                                                              | <p><b>TQ 1</b> The Bidder must have a minimum Average Annual Turnover of ₹35 Cr. from consultancy services during the last three (3) audited financial years (FY 2023-24, 2024-25, and 2025-26).</p> <p><b>TQ 2</b> The bidder shall have experience of preparation of Feasibility Report / DPR for distributed solar power project for public utilities/public buildings for Government Authorities in last 5 years.</p> | <p><b>TQ 1</b> The Bidder must have a minimum Average Annual Turnover of ₹35 Cr. from consultancy services during the last three (3) audited financial years (FY 2023-24, 2024-25, and 2025-26).</p> <p><b>TQ 2</b> The bidder shall have experience of preparation of Feasibility Report / DPR for distributed solar power project for public utilities/public buildings for Government Authorities OR Private companies in last 5 years.</p> <p><b>TQ 3</b> The bidder shall have experience of providing consultancy services for Project Management Consultancy (PMC) for</p> | <p><b>TQ 1</b> The Bidder must have a minimum Average Annual Turnover of ₹35 Cr. from consultancy services during the last three (3) audited financial years (FY 2023-24, 2024-25, and 2025-26).</p> <p><b>TQ 2</b> The bidder shall have experience of preparation of Feasibility Report / DPR for distributed solar power project for public utilities/public buildings for Government Authorities OR Private companies in last 5 years.</p> |

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|  |  | <p><b>TQ 3</b> The bidder shall have experience of providing consultancy services for Project Management Consultancy (PMC) for distributed solar power project for public utilities/public buildings for Government Authorities in last 5 years. (Ongoing PMC assignment counted only if at least 1 year of consultancy is completed.)</p> <p><b>TQ 4</b> The bidder shall have experience of providing consultancy services as Project Management Unit (PMU) for Government Authorities with minimum consultancy fees of ₹5 Cr in last 5 years. (PMC/supervision assignments will not be considered.)</p> <p><b>TQ 5</b> The bidder shall have experience of providing consultancy services for solar power related projects in the State of Maharashtra of capacity 3 MWp or above.</p> | <p>distributed solar power project for public utilities/public buildings for Government Authorities OR Private companies in last 5 years. (Ongoing PMC assignment counted only if at least 1 year of consultancy is completed.)</p> <p><b>TQ 4</b> The bidder shall have experience of providing consultancy services as Project Management Unit (PMU) for Government Authorities OR Private companies with minimum consultancy fees of ₹5 Cr in last 5 years. (PMC/supervision assignments will not be considered.)</p> <p><b>TQ 5</b> The bidder shall have experience of providing consultancy services for solar power related projects in the State of Maharashtra or Similar terrain of capacity 3 MWp or above.</p> | <p><b>TQ 3</b> The bidder shall have experience of providing consultancy services for Project Management Consultancy (PMC) for distributed solar power project for public utilities/public buildings for Government Authorities OR Private companies in last 5 years. (Ongoing PMC assignment counted only if at least 1 year of consultancy is completed.)</p> <p><b>TQ 4</b> The bidder shall have experience of providing consultancy services as Project Management Unit (PMU) for Government Authorities OR Private companies with minimum consultancy fees of ₹5 Cr in last 5 years. (PMC/supervision assignments will not be considered.)</p> <p><b>TQ 5</b> The bidder shall have experience of providing consultancy services for solar power related projects in the State of Maharashtra or Similar terrain of capacity 3 MWp or above.</p> |
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