



**MAHATMA PHULE BACKWARD CLASS
DEVELOPMENT CORPORATION LIMITED**
(A Govt. of Maharashtra Undertaking)



INVITATION TO OFFER e-TENDER

Brief Nature & Name of Work

Request for Proposal (RFP) for selection of Solar Power Consultant (SPC) for carrying out Site assessment and Prefeasibility Survey for 600 MW Solar Parks in the six Revenue Divisions i.e. Kokan, Pune, Aurangabad, Nasik, Nagpur, Amravati of Maharashtra.



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MAHATMA PHULE BACKWARD CLASS DEVELOPMENT
CORPORATION LTD.

MUMBAI

(A Govt. of Maharashtra Undertaking)



NOTICE FOR INVITATION OF REQUEST FOR PROPOSAL

MPBCDC LTD invites online e-tender offers from the reputed and experienced consultants for following works.

SN	Particular of Work
1	Pre-feasibility and land survey for the land banks for development of 600 MW Solar Park (100 MW in each division of Maharashtra).
2	Engineering & Architectural consultancy services for Master Planning along with required Infrastructure of data center & Software Technology Park.

Date of sale of tender document from 26/4/2021 at 12.00 hours onwards to 10/05/2021 at 17.30 hours Last date of submission is 11/05/2021 at 16.00 hours Online Pre-bid meeting is arranged on 03/05/2021 at 11.30 hours Details can be viewed on www.mahatmaphulecorporation.com and the RFP Offer Document can be downloaded through e-tendering portal <https://organizations.maharashtra.nextprocure.in>

GENERAL MANAGER



SECTION – I

DETAILED INVITATION TO OFFER NOTICE

MAHATMA PHULE BACKWARD CLASS DEVELOPMENT CORPORATION LTD.

Online electronic bids for below mentioned work are invited by the Managing Director on behalf of MPBCDC LTD, Mumbai from Registered and Experienced Consultant for Selection of Solar Power Consultant (SPC) for carrying out Site assessment and Prefeasibility Survey for 600 MW Solar Parks in the six Revenue Divisions i.e. Kokan, Pune, Aurangabad, Nasik, Nagpur, Amravati of Maharashtra. The time schedule for various bidding phases is given in the detailed e-tender notice, which is also available on website as part of the bid document.

SN.	Name of work	Estimated Cost	EMD Amount (Rs)	Period of Work	Tender Document Cost (Rs.)
1	Selection of Solar Power Consultant (SPC) for carrying out Site assessment and Prefeasibility Survey for 600 MW Solar Parks in the six Revenue Divisions i.e. Kokan, Pune, Aurangabad, Nasik, Nagpur, Amravati of Maharashtra.	-----	1,00,000/-	One Month with extension of 15 days	10,000/- Plus 18% GST

Tender forms are available on Website <https://organizations.maharashtra.nextprocure.in> from 26/04/2021 to 10/05/2021.

Online tenders shall be accepted on website <https://organizations.maharashtra.nextprocure.in>

All bidders are hereby cautioned that the e-TENDER containing any deviation from the contractual terms and conditions, and other requirements and CONDITIONAL e-TENDER shall be rejected.

1. Validity Period: The offer of the Bidder shall remain valid for 120 days from the date of opening of financial Bid (Price Bid).



2. The Bidders participating for the first time in e-Tender will have to procure Digital Signature Certificate as well as should compulsorily get themselves enrolled on e-tendering portal <https://organizations.maharashtra.nextprocure.in>

If any assistance is required regarding e-Tender (upload and download) please contact Mr. Prashant Gedam (G.M.) MPBCDC Ltd.

3. All requisite information required for the submission of Offer documents is available on the above said website.

4. All rights are reserved by the Competent Authority to reject any or all Offers in full or in part of any reason.

TIME SCHEDULE OF e-TENDER NOTICE

Sr. No.	Details	Start Date	End Date
1	Sale of Tender document & Document Download	26.04.2021 at 12.00 Hours	10.05.2021 at 17.30 Hours
2	Date and time of Online Pre Bid Meeting	03.05.2021 at 11.30 Hours	
3	Last Date and time of Bid Submission		11.05.2021 upto 15.00 Hours
4	Opening of Bid		
4 (a)	Date and time of opening of Part-I (Technical Bid)	11.05.2021 at 16.00 Hours	
4 (b)	Date and time of opening of Part-II (Price Bid)	Will be intimated later on.	

TIME SCHEDULE OF OPENING OF THE e-TENDER

1.	e-Tender No.	MPBCDC/21-22/ET/01
2.	MODE OF TENDER	Open and e-Tender System Online submission of Part I (Technical Bid) and Part II (Price Bid) through https://organizations.maharashtra.nextprocure.in The intending Bidders are required to submit their offer electronically through this e-tendering portal. No physical tender is acceptable by MPBCDC LTD
3.	Date of publication of e-tender through publication in MPBCDC LTD websites and https://organizations.maharashtra.nextprocure.in	26.04.2021 at 12.00 Hours



MAHATMA PHULE BACKWARD CLASS DEVELOPMENT CORPORATION LTD.
(A Government of Maharashtra Undertaking)

4.	Date of availability to the Vendors for downloading	26.04.2021 at 12.00 Hours
6.	Date & Time of Online Pre Bid meeting	03.05.2021 at 11.30 Hours
7.	Last Date of Sale of tender at https://organizations.maharashtra.nextprocure.in	10.05.2021 at 17.30 Hours
8	Date & Time of Submission of tender at https://organizations.maharashtra.nextprocure.in	11.05.2021 at 15.00 Hrs
8.	Date and time of opening of Part-I (Technical Bid)	11.05.2021 at 16.00 Hours
9.	Date and time of opening of Part-II (Price Bid)	Will be intimated later on

These instructions to applicants are being issued for **Selection of Solar Power Consultant (SPC) for carrying out Site assessment and Prefeasibility Survey for 600 MW Solar Parks in the six Revenue Divisions i.e. Kokan, Pune, Aurangabad, Nasik, Nagpur, Amravati of Maharashtra.** The detailed scope of the work is being provided in the Scope of Work / Terms of Reference (TOR).

MANAGING DIRECTOR

MPBCDC LTD

SECTION – II



DEFINITIONS AND E-TENDER DATA

A. DEFINITIONS:

2.0 MPBCDC LTD: MPBCDC LTD shall mean the 'Mahatma Phule Backward Class Development Corporation Ltd. (a Govt. of Maharashtra Undertaking). The Head quarter of the **MPBCDC Ltd** is Mumbai.

2.1 REGISTERED ADDRESS FOR COMMUNICATION

MPBCDC LTD (A Govt. of Maharashtra Undertaking).

Juhu Shopping Center, Gulmohar Crossroad No.9, JVPD Scheme,
Juhu, Mumbai. 400049.

2.2 WEBSITE:

Web Site means official web sites for e-tendering having following web addresses:

<https://organizations.maharashtra.nextprocure.in>

2.3 GENERAL MANAGER

GENERAL MANAGER shall mean General Manager of MPBCDC Ltd.

2.4 COMPETENT AUTHORITY:

Competent Authority shall mean The Managing Director of **MPBCDC Ltd.**

2.5 CONTRACTOR:

Contractor shall mean the, firm or company who enters into contract, with the MPBCDC LTD and shall include their executors, administrators, successors and submitted assignees.

2.6 WORK:

Work shall mean the work to be executed in accordance with Scope of Work of Contract.

B. TENDER DATA AT A GLANCE:

1.0 SUMMARY DETAILS

Sr. No.	Particulars	Details
1.1	Name of work	Selection of Solar Power Consultant (SPC) for carrying out Site assessment and Prefeasibility Survey for 600 MW Solar Parks in the six Revenue Divisions i.e. Kokan, Pune, Aurangabad, Nasik, Nagpur, Amravati of Maharashtra
1.2	Estimated Cost.	----
1.3	Tender Document Cost Rs.	Rs. 10,000/- plus 18% GST.
1.4	Earnest money (EMD)	Rs. 1,00,000/-
1.5	Mode of payment (EMD)	Tender and E.M.D. amount shall be paid through E- payment gateway.
1.6	Security Deposit	@ 10% of contract value in the form of BG.



1.7	Mode of Submission of Tender	Tender should be Submitted on-line on https://organizations.maharashtra.nextprocure.in
1.11	Any addendum / corrigendum / cancellation	Any addendum/corrigendum/cancellation of above tender will be published on the web-site https://organizations.maharashtra.nextprocure.in And on the notice board of Office of the MPBCDC LTD. The system shall generate a mail to those Bidders who have already participated in this tender and those Bidders if they wish can modify their tender.
1.12	Bid Documents	Bid Documents consisting of, information and eligibility criteria, plans, specification and schedule of quantities of the works are available on web-site https://organizations.maharashtra.nextprocure.in And the set of terms and conditions of contract and other necessary documents can be seen on the web-site till last date of sale and receipt of tender papers. Interested Bidder may obtain further information at the web-site Portal https://organizations.maharashtra.nextprocure.in
1.13	Bid Documents acceptance period	The bid for the work shall remain open for acceptance for a period of 120 days from the date of opening of Price bids. If any Bidder withdraws his bid/ offer before the said period or makes any modification in the terms and condition of the bid, the EMD at the time of submission of tender shall stand forfeited.
1.14	Other details	Other details including details of Portal Registration, Submission of bid, Resubmission and withdrawal of bid can be seen in the bidding documents which is available in web-site https://organizations.maharashtra.nextprocure.in
1.15	Documents to be uploaded	The PDF copies of original Documents should be uploaded on above mentioned web-site as per Para 3.7.1 of this Tender Booklet and should be produced in the verification on demand after opening of the Technical Bid. The Bidders who participated in the on-line bidding can



		witness opening of the bid from any system logging on to the portal https://organizations.maharashtra.nextprocure.in Away from opening place. The bids can only be opened by the pre-designated officials only after the opening time mentioned in the bid. In the event of the specified date of bid opening being declared a holiday the bid will be opened at the appointed time and transaction in the next working day.
1.16	Tender Authority	Acceptance Managing Director, MPBCDC LTD.

Bank details are below.

Party Name	Mahatma Phule Backward Class Development Crop. Ltd
Bank Name	ICICI Bank
Bank Branch	S.V. Road, Andheri West Branch, Mumbai 400 049.
Bank A/c No.	001105026934
I.F.S.C. Code	ICIC0000011

SECTION – III

GENERAL INSTRUCTIONS TO BIDDER FOR MAIN



BIDDING

TECHNO-COMMERCIAL BIDDING PROCESS

INSTRUCTIONS FOR CONTRACTOR IN RESPECT OF BIDDING PROCESS

3.1.0 INFORMATION AND INSTRUCTIONS TO APPLICANTS :

3.1.1. The Online e-Tenders are invited by the MPBCDC LTD from the reputed and experienced bidders Selection of Solar Power Consultant (SPC) for carrying out Site assessment and Prefeasibility Survey for 600 MW Solar Parks in the six Revenue Divisions i.e. Kokan, Pune, Aurangabad, Nasik, Nagpur, Amravati of Maharashtra as per the Scope of Work mentioned in the **Clause No. 1.0 of Section -I.**

3.1.2. The Applicant should download Main e-Tender Document from the website. <https://organizations.maharashtra.nextprocure.in>

3.1.3. The Online forms of master filter should be filled in completely and all questions should be answered. All information requested for in the enclosed forms should be furnished against the respective columns in the form. If any particular query is not relevant, it should be stated as “Not Applicable” Only ‘dash’ reply will be treated as incomplete information. All applicants are cautioned that incomplete information in the application or any change(s) made in the prescribed forms will render application to be treated as non-responsive.

3.1.4 The Main e-Tender Document shall be typed on applicant’s letterhead and uploaded the scanned copy.

3.1.5 Any overwriting or correction shall be attested. All pages of the Main e-Tender Document shall be numbered and should be submitted as package with a signed letter of transmittal.

3.1.6 All the information must be filled in English language only..

3.1.7 Information and certificate(s) furnished along with the application form (therespective application that vouches to the suitability, technical know-how and capability of the applicant) should be digitally signed by the applicant.

3.1.8 The applicant is encouraged to attach any additional information, (PDF copies of similar job orders which were already carried out, in regards to his capabilities). No further information will be entertained after submission of Main Tender Document unless it is requested by **MPBCDC LTD.**

3.1.9 The Main e-Tender Document in prescribed forms as required in this booklet duly completed and signed should be uploaded on web site along with all relevant documents. The documents submitted in connection with the pre-qualification shall be treated as confidential and will not be returned.

a) The cost incurred by applicant in preparing this offer, in providing clarification or attending discussions, conference in connection with this document, shall not be reimbursed by the **MPBCDC LTD** under any circumstances.

3.1.10 Instructions to the Bidders:



3.1.11 Detailed information regarding scope of work & volume thereof can be obtained by Bidder from the Office of MPBCDC LTD on any working day and during the currency of Tender, in addition to the details available through this e-tender documents.

3.2.0 METHOD OF APPLYING.

3.2.1 If the application is made by a firm in partnership, it shall be digitally signed by all Partners of the firm giving their full Typewritten names and current addresses or by a partner holding valid power of attorney on behalf of the firm by signing the application, in which case a certified copy of the power of attorney shall accompany the application. A certified copy of the partnership deed, current address of all the partners of the firm shall also accompany the application.

3.2.2 If the application is made by a LLP, it shall be digitally signed by a duly authorized person holding the power of attorney for signing the application, in which case a certified copy of the power of attorney shall accompany the application. Such LLP may be required to furnish satisfactory evidence of its existence before the pre-qualification is awarded.

3.2.3 The application shall be signed so as to be legally binding on all partners.

3.3.0 REVISION OR AMENDMENT OF TENDER DOCUMENTS:

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

3.4.0 EARNEST MONEY:

All Bidders shall pay E.M.D. & payment shall be made through E-payment gateway.

3.5.0 REFUND/CONVERSION OF EARNEST MONEY

After acceptance of the offer of successful Bidders, the E.M.D. of other Bidders will normally be refunded. In the case of successful Bidder, the earnest money will be refunded after signing of contract documents or it will be converted into Security Deposit, if requested by the Bidder. Earnest money amount shall not carry any interest whatsoever.

3.6.0 MANNER OF SUBMISSION OF TENDER AND ITS ACCOMPANIMENTS:

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

The detailed step by step procedure for uploading the Main Tender Documents, required Tender papers, Payment of Tender fee, and E.M.D through E payment Gateway is available on the e-Tendering website <https://organizations.maharashtra.nextprocure.in>



Bidders have to follow the instructions given on the above web site for filling up Main Tender Forms Online.

Bank details are below.

Party Name	Mahatma Phule Backward Class Development Crop. Ltd
Bank Name	ICICI Bank
Bank Branch	S.V. Road, Andheri West Branch, Mumbai 400 049.
Bank A/c No.	001105026934
I.F.S.C. Code	ICIC0000011

3.7.0 CONFLICT OF INTEREST

- I. The selected Firm should provide transparent, professional, objective and impartial service and hold MPBCDC LTD's interest paramount with utmost integrity.
- II. The selected Firm shall not deploy former employees who have served MPBCDC LTD in last Six years.
- III. The selected Firm shall not downstream or outsource any part of the scope of work from any agency or the advisors appointed by the MPBCDC LTD or sublet the work assigned.
- IV. Non-disclosure of such an association will lead to termination of Agency.

3.7.1 THE BIDDER SHALL SUBMIT DOCUMENTS LISTED BELOW (with Technical Bid)

1. Scanned copy of Income Tax Return for the last 3 financial years.
2. Scanned copy of Deed of Partnership duly registered or Article of Association and Memorandum of Association for LLP.
3. Scanned copy of Power of Attorney authorizing Partner to act on behalf of the firm.
4. All documents required to be submitted shall be sealed and self-attested and if required, original copies shall be made available for verification in due course.
5. Scanned self-attested copies of all the work orders issued for similar work by the State / Central Government / Semi Govt. Organizations.
6. Scanned Copy of duly signed Tender offer indicated both in figures & words to be submitted separately as a Price Bid.
7. Signed and scanned copy of all pages of Tender bid documents.
8. The Main Tender forms are available on the e-Tendering website of Govt. of Maharashtra <https://organizations.maharashtra.nextprocure.in> the aspiring Bidders will have to download Main Tender Booklet from the website mentioned above. While submitting the dully filled Main Tender Documents the Bidders are required to Deposit e-Tender Fee Rs. 10,000/- (Rs. Ten Thousand Only) plus 18 % GST through "E- Payment Gateway" & E.M.D. Rs. 1,00,000/- (Rs. One Lakh Only) through "E- Payment Gateway" available on above mentioned website.



9. Scanned copies of all the documents as per ANNEXURE - 1 to ANNEXURE - 6 to fulfill the qualifying requirement of the tender duly signed & affixed with Firm Seal.

3.8.0 CLARIFICATIONS:

The clarification (s), if any, may please be sought from GM or RE Consultant of MPBCDC Ltd MUMBAI.

3.9.0 INSTRUCTIONS TO BE CONSIDERED WHILE QUOTING e-TENDER OFFER

3.9.1 The Bidder should quote the offer in the form of value in Indian Rupees at appropriate place in Commercial Form both in figures & words. The contractor shall quote for the work as per details given in the tender viz conditions, special conditions of contract, specifications, common set of conditions issued/additional stipulations made by the MPBCDC LTD which will be available at the e-tendering portal from time to time.

3.9.2 GOODS & SERVICE TAX:

The Tender rates are inclusive of all taxes.

3.9.3 CONDITIONAL OFFER:

Conditional offers will be summarily rejected. The Tenders which do not fulfill any of the conditions of the notified requirements laid down in this detailed tender notice, the general rules and directions for the guidance of the Bidders as mentioned in the Tender form or are incomplete in any respect are likely to be rejected without assigning reasons there for.

3.9.0 VALIDITY FOR 120 DAYS:

The offer shall remain valid for a period of 120 (One Hundred Twenty) days from the date of the opening of Price Bid and thereafter until it is withdrawn by notice in writing by the Bidder. Such notice shall be sent by Registered Post Acknowledgment Due (RPAD) General Manager. If the acceptance offer is not communicated within 120 days and if the offer is withdrawn by the contractor earnest money shall be refunded in full.

3.10.0 OPENING OF COMMERCIAL OFFER & EVALUATION

On the date specified in the time schedule, tender opening authority will open the tender. Following procedure will be adopted for opening of the tender.

3.10.1. The Competent Authority will open all the Bids received (except those received late), including modifications made pursuant to Para 3.3 & 3.12 in the presence of the Bidders or their representatives who choose to attend at the specified date & time. In the event of the specified date of Bid opening being declared a holiday for the Competent Authority, the Bids will be opened at the appointed time and location on the next working day.

3.10.2. The Bidders' names, the Bid Amount, the total amount of each Bid and of any alternative Bid (if alternatives have been requested or permitted), Bid modifications and withdrawals, and such other details as the Competent Authority may consider appropriate, will be announced by the Competent Authority at the opening.



3.10.3. The Competent Authority shall prepare minutes of the Bid opening, including the information disclosed to those present.

3.11.0 Process to Be Confidential

3.11.1. Information relating to the examination, clarification, evaluation, and comparison of submitted Bids and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced. Any effort by a Bidder to influence the Employer's processing of Bids or award decisions may result in the rejection of his Bid.

3.12 Clarification of Bids

3.12.1 To assist in the examination, evaluation, and comparison of Bids, the Competent Authority may, at his discretion, ask any Bidder for clarification of submitted Bid, including breakdowns of the unit rates. The request for clarification and the response shall be in writing, but no change in the price or substance of the Bid shall be sought, offered, or permitted.

3.12.2 No Bidder shall contact the Employer on any matter relating to its bid from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Employer, it should do so in writing.

3.12.3 Any effort by the Bidder to influence the Competent Authority in the Competent Authority's bid evaluation, bid comparison or contract award decisions may result in the rejection of the Bidders 'Bid.

3.13.0 Eligibility of Bids, Examination of Bids and Determination of Responsiveness

3.13.1 Prior to the detailed evaluation of Bids, the Employer will determine whether each Bid (a) meets the eligibility criteria defined in Section II of this Tender Booklet; (b) has been properly digitally signed; (c) is accompanied by the required securities and; (d) is substantially responsive to the requirements of the Bidding documents.

3.13.2 A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the Bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the Bidding documents, the Competent Authority's rights or the Bidder's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.

3.13.3 If a Bid is not substantially responsive, it will be rejected by the Competent Authority, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

3.14. ACCEPTANCE OF OFFER:

Before acceptance, the successful Bidder will be called for negotiation by appropriate officers of MPBCDC LTD. The documents related to such negotiations along with modified offer of the successful Bidder if any shall also form the part of contract. After such negotiations the acceptance of offer may be intimated to the contractor by email.

Such intimations shall be deemed to be an intimation of acceptance of offer. Bidder whose offer is accepted will have to complete the contract signing & formalities within 15 days from the date of



intimation. In the event of failure of the Bidder to sign the agreement

within the stipulated time, the earnest money, paid by Bidders shall be liable to be forfeited.

The acceptance of the offers shall also be liable to be considered as withdrawn.

In that event the work will be awarded to next or any other contractor to whom the MPBCDC

LTD considers suitable. Tender Acceptance Authority reserves the right to reject any or all offers in full or part without assigning any reasons.

3.15.0 SIGNING OF TENDER DOCUMENTS:

Successful Bidder will have to sign the contract with MPBCDC LTD or MAHAPREIT (It's subsidiary company) The documents/information submitted by the contractor during Offer Evaluation related to negotiations shall also form a part of contract.

3.15.1 FORFEITURE OF E.M.D. & CANCELLATION OF LETTER OF ACCEPTANCE

Letter of acceptance given to successful Bidder shall stand cancelled & its E.M.D will be forfeited in following events and under such circumstances Tender Acceptance Authority may consider next lowest Bidder, if he is found suitable.

- 1) Successful Bidder fails to give various undertakings & declarations given in tender document.
- 2) Successful Bidder fails to sign contract in PRESCRIBED PROFORMA.

3.16.1 OTHER GENERAL CONDITIONS

1. Completed documents can be submitted on the <https://organizations.maharashtra.nextprocure.in>

Incomplete Schedules/Forms and without necessary details & enclosures are liable to be rejected.

2. The language for submission of document shall be English.

3. The enclosed Annexure shall be filled in completely and wherever not applicable it should be written as Not Applicable.

4. The person signing the document submission on behalf of the Applicant shall enclose Power of Attorney duly authorized and notarized for the same.

5. Financial data should be given in Indian Rupees only.

6. In case the Applicant intends to give additional information for which specified space in the given form is not sufficient, it can be furnished in an enclosed sheet.

7. All the pages of this document and Annexures should be signed and corrections should be countersigned by the authorized signatory. No overwriting is permitted.

8. MPBCDC LTD reserves the right to cross check and confirm the information details furnished by the applicants in the document by making suitable communication with the concern authorities.

9. MPBCDC LTD reserves the right to annul the Tender Document process, or to accept or reject



any or all the proposals in whole or part at any time without assigning any reasons and without incurring any liability to the affected Bidder(s) or any obligation to inform the affected Bidder(s) of the grounds for such decision.

10. The document in complete in any respect or without supporting documents will be treated as non-responsive and is liable for rejection.

3.18.0 FINAL DECISION-MAKING AUTHORITY

The Competent Authority of **MPBCDC LTD** reserves the right to accept or reject any or all the offers in part or full for this Tender without assigning any reasons thereof and his decision will be final.

3.19.0 AMENDMENT OF TENDER DOCUMENTS:

1. At any time prior to the deadline for submission of tenders, MPBCDC LTD for any reason whether at their own initiative or in response to a clarification required by any prospective Bidders may modify the Tender Documents.
2. The amendment shall be part of the Tender Documents and will be notified by publication in the MPBCDC LTD and will be binding on the prospective Bidders.
3. All the intending Bidders are advised to keep close watch on the website of MPBCDC LTD in their own interest.

3.20.0 GENERAL TERM AND TERMINATION

This Agreement shall become effective upon signing and shall terminate upon breach of the agreement.

In case any information mentioned in the body of the agreement and in the attached ANNEX is misleading and/or incorrect, this agreement will be terminated immediately. Party sharing the misleading/misinformation will be accountable to pay any and all damages occurred to the other Party as the result of mislead and/or misinformation. Any breach of terms & conditions on the part of Contractor shall liable for termination of this contract by MPBCDC LTD by serving notice of 30 days & in such case the contract shall stand terminated on the expiry of the said notice period.

3.21.0 FORCE MAJEURE



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

3.22.0 Online Pre-Bid Meeting link as follow.

Topic: MPBCDC PRE BID ONLINE MEETING

Time: May 3, 2021 11:30 AM India

Join Zoom Meeting

<https://us02web.zoom.us/j/89513918972?pwd=R2RWZWVTTzcybE85VlFzM01vUT09>

Meeting ID: 895 1391 8972

Passcode: 712739

SECTION – IV



INSTRUCTIONS TO BIDDERS

1.0 INVITATION TO BID

MPBCDC LTD invites the Request for Proposal (RFP) for selection of Solar Power Consultant (SPC) for carrying out Site assessment and Prefeasibility Survey for 600 MW Solar Parks in the six Revenue Divisions i.e. Kokan, Pune, Aurangabad, Nasik, Nagpur, Amravati of Maharashtra.

1.1 BACKGROUND

MNRE, New Delhi has rolled out the scheme of Solar Park to fulfill the ambitious target of setting 100 GW Solar Plants in India. Also, Govt. of Maharashtra has announced the State Renewable Energy Policy 2020 to set up 17360 MW renewable energy projects in Maharashtra, out of which 10000 MW is projected from solar energy.

The Mahatma Phule Backward Class Development Corporation Ltd is set up by the Govt. of Maharashtra as on 10th July 1978 for the economic up-liftment of scheduled Castes and Nav-Buddha's. MPBCDC LTD is known for its pioneering & innovative welfare-oriented programs & schemes for the backward class communities.

Mahatma Phule Renewable Energy and Infrastructure Technology Ltd. (MAHAPREIT) a subsidiary company of Mahatma Phule Backward Class Development Corporation Ltd is incorporated under the Company's Act 2013 (18 of 2013) on 12/04/2021.

The Solar parks to provide opportunities to the entrepreneurs and Start Ups from the backward classes to demonstrate their capabilities thereby ensuring beneficiaries from the backward classes by providing employment generation opportunities and will also ensure their socio-economic development.

20 Bidder shall bear all costs for preparation and submission of his tender. MPBCDC LTD will not be responsible for or pay for any expenses or losses, which might be incurred or suffered by any bidders in connection with submission of tender.

21 A prospective bidders requiring any clarifications on the Tender documents may request online to Shri. Prashant Gedam, General Manager, Email Id mahatma.phule@yahoo.in; gm@mpbccdc.in



- 2.2** Bidders are requested to follow the online E-tendering procedure.
- 2.3** Mahatma Phule Backward Class Development Corporation
- 2.4** Name Of Work - Request for Proposal (RFP) for selection of Solar Park
- 2.5** Power Consultant (SPC) for carrying out Site assessment and Prefeasibility Survey for 600 MW Solar Parks in the six Revenue Divisions i.e. Kokan, Pune, Aurangabad, Nasik, Nagpur, Amravati of Maharashtra.
- 2.6** Interested Tenderers may download further information on the Tender Form and inspect the Tender Documents from <https://organizations.maharashtra.nextprocure.in>
- 2.7** Tender Documents and EMD must be paid online on <https://organizations.maharashtra.nextprocure.in> by using NEFT/RTGS (Bank Details Provided In the tender document) and upload its receipt online in pdf/jpg/zip
- 2.8** All the contractor have to purchase class II or Class III digital certificate and digital certificate should be having pair 1. Sign Verification 2. Encryption / Decryption
- 2.9** All the contractor have to submit/Upload their documents in .pdf /jpg format.
- 2.10** Mahatma Phule Backward Class Development Corporation reserve the right to accept or reject, any or all tender(s) in whole or in part, or place the orders in whole or in part, without assigning any reason
- 2.11** All the contractor have to pay Rs. 750 as service charges at the time of Online Bid Submission
- 2.12** Help Line No - 9356468309 & 7506797596 or 9356492848 or email - helpdesk@nextenders.com

2.13 STEP BY STEP GUIDELINES FOR THE VENDORS:-

2.13.1 REGISTRATION

2.13.1.1 Each bidder shall register itself at the website address <https://mpbcd.in> after making online payment of the vendor registration fees excluding GST as applicable before the last date for



registration mentioned in the notification of invitation of bids (“NIT”). Vendor registration fee is nonrefundable.

2.13.1.2 Bidder is required to pay online nonrefundable Tender fee of Rs. 10,000/- (Indian Rs. Ten thousand only) plus 18% GST on or before the last date of payment of tender fees. Overseas bidders shall submit vendor registration fee and tender fee through international debit/credit card.

2.13.1.3 The services required, bidding procedures and contract terms are prescribed in the Bid Specification. The bid specification includes the following sections and Annexures which shall collectively with the invitation for bids, and any amendments and modifications to the bid specifications notified by the MPBCDC LTD be referred to as the “**Bid Specification**”.

- i) Section I :- Instructions to The Bidders
- ii) Section II:- General Terms and Conditions of the Contract.
- iii) Annexures :- 1 to 9.

2.13.1.4 The bidder shall carefully examine the Bid Specification and fully inform and satisfy itself as to all the conditions and matters which may in any way affect to work or cost thereof. **Failure to furnish all information required by the Bid Specification or to submit a bid not substantially responsive to the Bid Specification in every respect will be at bidder’s risk and may result in the rejection of the bid.** Should a bidder find any discrepancies or omissions in the Bid Specifications or have any queries with respect to any provision of the Bid Specifications, he should at once notify to the MPBCDC LTD at below mentioned address:

General Manager,

MPBCDC LTD (A Govt. of Maharashtra Undertaking.).

N-1, Juhu Shopping Center, Gulmohar Crossroad No. 9

JVPD Scheme,

Juhu, Mumbai. 400049.



Phone: : 022-26200351/26202852

Fax: 022- 26705173

Email: mahatma.phule@yahoo.in; gm@mpbcdcltd.in

2.13.2 CLARIFICATION OF BID SPECIFICATION:

Any prospective bidder (subject to having paid the vendor registration and tender fees) who requires any clarification in respect of the Bid Specification may notify the MPBCDC LTD in writing or by fax or email enclosing therewith copy of successful online payment transaction against tender fee at the MPBCDC LTD's contact details given above.

3.0 REVISION OF BID SPECIFICATION:

At any time prior to the deadline for submission of bids, the MPBCDC LTD. may, for any reason, whether at its own initiative revise the Bid Specification. Every time the Bid Specification is revised, the revisions/amendments/revised Bid Specifications shall be published on website <https://organizations.maharashtra.nextprocure.in> (the revision No. of the Bid Specification shall be accordingly enhanced). Such revisions shall be binding on all the prospective bidders irrespective of whether they have paid the tender fees prior to the revision or not.

In order to give prospective bidders reasonable time to take the revisions into account for preparing their Bids, the MPBCDC LTD. may, at its discretion, extend the deadline for the submission of bids. The MPBCDC LTD's decision about the extension of deadline of submission shall be final and binding on the bidders and no correspondence shall be entertained in this regard.

4.0 PREPARATION AND SUBMISSION OF BID

4.1 Preparation of Bid

4.1.1 The bid prepared by the bidder, as well as all correspondence and documents relating to the bid exchanged by the bidder with the MPBCDC LTD. shall be written in English. Supporting documents and printed literature furnished by the bidder may be in any other language, provided they are accompanied by the accurate translation in English duly certified by an official translator engaged by a court in the jurisdiction of the bidder and notarized. For the purposes of interpretation and evaluation of the bid, the translation in English shall govern and be binding on the bidder.



4.12 Bidder should take into account any corrigendum published on the tender document before submitting their bids.

4.13 Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

5.0 BID PRICE AND BID CURRENCY:

5.1 The bidder is to quote his lowest prices for the specified **technical scope of work indicated in Clause 1.0 of Section – V** and inclusive of all expenses.

Following may also be noted for strict compliance.

a) This charges/fees shall be inclusive of all taxes, current service taxes, incidentals, overheads, traveling expenses, printing and binding of Reports, expenditure related to presentations to be made during the execution of assignment, sundries and all other expenditure for execution of this services as per "Terms of Reference", indicated in the tender document and also the tasks the consultant may think should be carried out in order to meet the objectives of the assignment.

b) If there is any statutory increase or decrease in case of service tax after the last date for submission of proposals, the same shall be paid by the consultant as per prevailing rate to the statutory Government Authority.

c) The consultation fees/charges quoted by the bidder shall be paid as stage- wise payments as prescribed in Financial Proposal.

d) Income Tax and Profession Tax, any other tax as per Statutory Provisions of Govt. of India and Maharashtra State shall be deducted by the Employer from each invoice. A certificate in this regard shall be provided by the Employer.

e) Bidder has to strictly follow the procedure of the e-tendering process. No hard copies of price bid shall be submitted.



5.2 The bidder shall quote fixed price inclusive of all the applicable taxes. The bid price shall be the sum total of lump sum price quoted by the bidder for entire scope of work. The bidder shall indicate the Bid Price in Indian Rupees only.

6.0 BID SECURITY (EMD):

The bidder shall submit the bid security i.e. unconditional EMD of amounts equal to Rs.1,00,000/- Rupees One Lacs offered along with its bid.

6.1 Bid security should be submitted **through RTGS e-payment gateway.**

No interest will be paid on bid security.

6.2 Any bid not accompanied by Bid security (EMD) or having submitted shorter amount than Rs.1,00,000/- Rupees One Lacs shall be disqualified.

6.3 The Bid submitted by a bidder shall be treated invalid and the Bid security shall be forfeited:

i) If the bidder withdraws/ modify his bid within the bid validity specified in the Bid Specification.

OR

ii) The successful bidder fails to submit performance guarantee and/ or to execute contract agreement within the prescribed period in accordance with the instructions to the bidder. **OR**

iii) If the bidder being the successful bidder fails to furnish the acceptance of Letter of Award, within the specified time limit. **OR**

iv) If the bidder gives any wrong / false information / documents in the bid for making the bid qualified (eligible).

6.4 The EMD of the successful bidder shall be returned after (i) acceptance of LOA by the bidder and (ii) the submission of bank guarantee towards contract performance security by the bidder and on acceptance of the same by the Owner.

6.5 Unsuccessful bidder's EMD will be discharged/returned as promptly as possible but in any case within one month beyond the validity of the bid.

7.0 VALIDITY OF BIDS:



Offers/bids should be valid for a period of at least **120 days** from the date of opening of techno-commercial Bid. **Bids with shorter validity shall be liable for rejection at the discretion of the MPBCDC LTD.**

Extension of validity of proposal:

If it becomes necessary, MPBCDC LTD may request the parties, in writing, to extend validity of proposals. The parties shall have the right to refuse such extension without forfeiting their proposal security. In case a party extends the validity then it shall also extend the validity of its Proposal Security for corresponding period.

8.0 SIGNING OF BIDS:

Bid shall be submitted along with the tender documents and duly filled in with all sections/Annexure/Appendixes/ schedules etc. the online offer shall be signed with valid digital signature of the bidder/ lead member. Physical supporting documents shall be signed by the authorized person of the bidder/ lead member.

9.0 SUBMISSION OF BIDS:

9.1 Each bidder shall carefully examine the Bid Specification and shall independently fully inform and satisfy itself as to all the conditions and matters which may, in any way affect the work specified in the Bid Specifications or costs thereof. Failure to furnish all information required by the Bid Specifications or to submit a Bid not substantially responsive to the Bid Specification in every respect will be at the bidder's risk and may result in the rejection of the Bid.

9.2 Each bidder shall obtain Digital Signature Certificate (meant for e-tendering) from the list of Licensed Certifying Authorities approved by the controller of Certifying Authorities. The bidder in whose name the Digital Signature Certificate / Registration is obtained can only fill up the tender online as the same is not transferable.



9.3 Each bidder shall use the user ID and password, to login to the system and view the Bid Specification. Each bidder is required to go through (on-line) the Bid Specifications thoroughly before bidding.

9.4 Bidders shall fill the details required for the Technical Bid and Price Bid within the timelines indicated in NIT for submission of the techno-commercial Bid through e-tendering platform. Subsequent to making the techno-commercial Bid, the bidder shall provide the MPBCDC LTD with physical copies of the required documents that have been uploaded in scanned form in the form named as “Physical Support Documents” in accordance with NIT in sealed envelope.

9.5 Any discrepancy between the data/ details/ documents of the Bids submitted by the bidder in the on-line Bid and the Physical Support Documents shall not be allowed and any such discrepancy shall make the Bid submitted by the bidder liable to be rejected. No further communication in the matter shall be entertained by the MPBCDC LTD.

9.6 It should be noted that the Price Bid can be made only through the e-tendering platform. No physical Price Bid shall be submitted. In case a bidder submits physical Price Bid, such Bids shall be summarily rejected.

9.7 It should be noted that prices shall be filled with two decimal points only. If the prices are filled with more than two decimal points, only first two decimal digits shall be considered.

9.8 Bids are to be submitted online and physical support documents shall be submitted in sealed condition only. As such, physical support documents sent by fax/telegram/ e-mail etc. or submitted in open condition shall not be accepted

9.9 Timely submission of offer: It is advisable to submit the digitally signed offer sufficiently in advance of due date & time so as avoid last minute trafficking at server. Offer received after the due date and time of submission shall not be accepted. In case, the due date of opening of tender happens to be holiday, the offer shall be opened on the next working day at the same time.

9.10 Conditional Tender will be rejected outright considering it as non responsive offer and Tender will be liable to be rejected outright.

10.0 QUALIFYING REQUIREMENTS OF THE BIDDER



Firms/Companies/ Consortium's / Joint Ventures (hereinafter referred as bidder). The Bidder shall furnish documentary evidence along with bid to establish that it fulfills the following **Minimum Qualifying Requirements (MQR)**.

10.1 The bidder shall have experience of giving consultancy services for at least 3 numbers of grid connected Solar PV Power Plant having cumulative capacity of 150 MW, out of which, one project should be of 50 MW or more capacity and has made the projects successfully operational in India for Central or State Govt. / Semi Govt. Organizations prior to the date of Bid submission. The consulting services for grid connected power plants shall necessarily cover project management services, including preparation of bankable detailed project Reports or initial due diligence Reports, detailed design and engineering of the solar plant or design and engineering review, contract drafting or contracts review for Turn-key EPC contractors, complete site supervision till commissioning or construction monitoring through visits at regular intervals, quality control, monitoring and witnessing of performance guarantee tests.

OR

The bidder shall have experience of carrying out land assessment assignment and land identification for at least 3 Solar Projects having cumulative capacity of 240 MW of Central or State Govt. / Semi Govt. Organizations. The consulting services for grid connected power plants shall necessarily cover services including preparation of bankable detailed project Reports or initial due diligence Reports, Site assessment, detailed design and engineering of the solar plant with preparation of project Financials as required for project funding with appropriate project models.

10.2 The bidder shall have the average financial turnover equal to Rs One Cr. per annum during preceding three years i.e. FY 2018-19, 2019-20 & 2020-21(Provisional) and shall submit Audited Financial Report and balance sheet duly certified by Chartered Account (CA) and IT returns filed.

10.3 OTHER SPECIFIC CONDITIONS.

a. In case of Joint venture(JV)/Consortium, the member / members shall fulfill all the minimum eligibility criteria. The Consortium shall declared the Lead Member which should not be changed subsequently after the award of the work till the completion of assignment in all respect. The past experience executed as a lead consultant only be considered for evaluation and experience as a sub-consultant will not be considered for minimum eligibility. The bidder who has purchased the "Tender Document" must be a member of JV/ Consortium.



- a. Bidder or its consortium should have registered office in India.
- b. Number of consortium partners will be limited to three including lead bidder.
- c. Notwithstanding anything stated above, the MPBCDC LTD reserves the right to verify and assess the Bidder's capability and capacity to perform the works and such decision of the MPBCDC LTD cannot be questioned.
- d. The Bidder does not anticipate change in the ownership during the validity of this bid (If such change is anticipated, the scope and effect thereof shall be defined).
- e. The bidder should not be blacklisted by any Central or State Government or Public sector undertaking in India or Any Other Entity.
- f. The Bidder shall submit copies of PAN & Service Tax Registration.

10.4 Bids submitted by those bidders without the necessary details of their qualifying criteria along with documentary evidence in support of their claim shall be rejected.

10.5 The bid documents submitted shall be the property of the MPBCDC LTD.

10.6 Bids shall be submitted for the complete scope of work as envisaged and bid submitted for partial scope of work shall be rejected.

10.7 MPBCDC LTD does not bind itself to accept the lowest or any of the bids. MPBCDC LTD also reserves the right to reject any bid (partly or fully) or all bids without assigning any reasons.

11.0 OPENING OF SECOND ENVELOPE VIZ. FINANCIAL PROPOSAL.

Financial Proposal of responsive bidders who are found acceptable on scrutiny of technical contents and satisfy the criteria for evaluation will be opened in the presence of authorized representative of concerned bidders who may wish to remain present. The date and venue of opening of financial proposal will be conveyed to qualified bidders. Financial proposal with any counter conditions or ambiguous remarks shall be rejected.

12.0 DOCUMENTS COMPRISING THE BID:

- a) The Technical Bid, the Price Bid and the Physical Support Documents;



- b) Latest revision of Bid Specification published by the MMPBCDC LTD.
- c) Documentary evidence in accordance with Qualifying Requirement.
- d) Bid security (EMD).

13.0 OPENING OF BIDS

13.1.1 The Technical Bid opening will be at the specified time. The evaluation committee would first check the payment of EMD. Any mismatch between the scanned copy of EMD instruments and the physical instrument would be considered as the basis for rejection of the Bid.

13.1.2 The evaluation committee will then refer the submitted documents for a detailed scrutiny.

13.1.3 The Price Bids for only those bidders which meet the qualifying requirements and also which are technically and commercially acceptable, shall be opened at the notified time and date in the presence of the qualified bidders who choose to be present.

14.0 POST BIDDING CORRESPONDENCE:

The bidder should note that no correspondence shall be entertained or considered after the due date and time of submission of bids unless otherwise sought by MPBCDC LTD.

15.0 ACCEPTANCE OF BIDS

15.1.1 MPBCDC LTD reserves the right to place order on more than one bidder for any quantity at the rate of L1 bidder which is decided after final negotiations. The order for 50 % quantity will be given to lowest bidder. For the balance 50 % quantity, L2 bidder will be asked to match the rate of L1 bidder. If L2 bidder accepts the rate of L1 bidder then the order is placed on L2 bidder for the balance 50 %. However, if L2 bidder does not accept the rate of L1 bidder then the opportunities will be given to L3, L4 bidders and so on. However, if none of the bidders gives acceptance to



match the rate of lowest bidder (L1) than the order for balance 50% quantity will be given to the lowest bidder (L1).

15.1.2 MPBCDC LTD. Reserves the right to accept/reject any bid in part or in full or all the bids without assigning any reasons thereof.

16.0 NOTIFICATION OF AWARD OF CONTRACT:

The notification of award of contract shall be communicated to the successful bidder by Letter of Award (LOA) by Registered Post/Air mail or hand delivery or Fax or Courier as the purchaser deems fit. In case of issuance of LOA by fax the same shall be followed by letter of confirmation by Registered Post/ Air Mail. The contract shall be considered as having come into force from the date of issue of Letter of Award by the MPBCDC LTD/MAHAPREIT. This date will be called as the effective date of contract.

17.0 SIGNING OF CONTRACT

17.0 The successful Bidder shall have to furnish acceptance of Letter of Award within 10 calendar days from the date of issue of Letter of Award. The successful bidder shall have to sign a formal contract agreement with the MPBCDC LTD/ MAHAPREIT within 15 calendar days from the date of issue of Letter of Award. Under certain circumstances, the MPBCDC LTD may give extension of time for signing of contract.

17.1 All charges for preparing the contract documents including legal fee, stamp fee etc. shall be borne by the successful bidder.

17.2 If the successful Bidder fails to sign contract, the same shall constitute sufficient ground for the annulment of the award of consultancy work and also the forfeiture of the bid security.

17.0 PERFORMANCE GUARANTEE



17.1 The bidder shall be required to submit a contract performance security of 10% of contract value (“Contract value” shall mean the price payable to the Successful Bidder for full and proper performance of its contractual obligations) in the form of Bank Guarantee from Indian Nationalized Bank in favour of “**Mahatma Phule Backward Class Development Corporation Limited**” payable at Mumbai.

17.2 The proceeds of the performance guarantee shall be payable to the MPBCDC LTD 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 consultant’s obligations under the contract.



SECTION – V

GENERAL TERMS AND CONDITIONS

OF THE CONTRACT

1.0 SCOPE OF THE CONTRACT

1.1 Plant Capacity :- Total Solar Park Capacity :-- 600 MW

1.2 No. of Solar Parks :--- 6 Parks of 100 MW Capacity in the Revenue Divisions of Maharashtra

1.3 Land Requirement:- Total targeted land area is @ 1200 Hectors (3000 Acres) in the Six Revenue Divisions of Maharashtra for 600 MW Solar Parks.

The Consultant may also suggest land parcels / sites if available in their own office data bank for the Solar Park of MPBCDC LTD.

1.4 Scope of work comprise of following stages:

A) PART-A : Physical verification & Primary report of Land.

The Consultant shall physically visit the sites and verify the actual status of the identified land. Meet with concern govt. authority, Collection of land documents e.g. 7/12 extracts etc.

The Consultant shall prepare and submit the report highlighting the following details:

- i) Major features of the Location of the Plot.
- ii) Copy of Survey of India TOPO Sheet showing the Location.
- iii) Monuments & Tombs and Archaeological sites, if any falling in the Plot.
- iv) Type & No. of Trees & Buildings & Structures available in the Plot.
- v) Quarries, if any in the vicinity.
- vi) Land under endowments, if any.
- vii) Litigation and critical issues, if any.
- viii) Water body, if any.



Legal verification:

The consultant shall verify the documents of Identified land with the help of the legal & revenue expert. All works in relation to read & understand land plans, Revenue maps, Conversion of scales, field measurements, Site verification, Physical verification as per proposed engineering & revenue plan.

Documents required for Title Investigation of Agricultural Land / Non Agricultural land / Check List for the title verification of the Land parcel.

- i) Latest 7/12 Extract & Mutation Entries.
- ii) Maps.
- iii) Village Form No. 6 /mutation entry.
- iv) 6 C Certificates Village.
- v) Form No. 8.
- vi) 6. 8 A Extract Khate (Utara of Gat Scheme) & Ceiling Limit.
- vii) Village Form No. 12.
- viii) Reservation on property.

B) PART-2: Site assessment.

The Consultant shall carryout the site assessment for the Identified land locations on the basis of following points.

- i) Solar radiation
- ii) Nearest Substation, Capacity of Substation and Spare available capacity. Availability of Infrastructures and Extra bay in the Substation.
- iii) Approach and connectivity by Road, Rail and Air.
- iv) Water availability.
- v) Metrological data for Wind speed , Rainfall, Humidity, Temp etc.
- vi) General profile of land and General Topography & soil type.
- vii) Trees, Bushes, Valley, Hills.
- viii) Shortest possible Transmission line path and identify possible ROW issue.
- ix) Capacity in MW can be installed, Energy yield etc.
- x) Water Tests of nearby places.
- xi) Encroachment.



xii) Reviewing nearby structures erected in the neighbourhood so as to get preliminary idea about soil type and foundation being utilized.

C) Providing Suitable Business Model for funding the projects indicating the equity and loan components. Fund sharing from various investors. Suggest the Financial Institutions, Banks etc giving loan at cheaper cost. The Consultant should suggest appropriate financial Model.

D) Approvals from Govt. Dept.:-

The Consultant shall identify the various approvals required to be obtained from the State/Central Govt. Departments for development of Solar park and Assisting MPBCDC LTD for preparing the approvals and submission to concerned Govt. Dept.

2.0 TIME SCHEDULE

2.1 The time period for completion of the land and prefeasibility survey, Providing Business Model and submission of reports for the sites allotted to bidders will be **One Month from the date of starting the work**. The period may be extended by 15 days in case of any unforeseen reasons.

2.2 The Bidder will be required to submit three sets of hard copies and a soft copy of Site Assignment and Prefeasibility Survey report and suitable Business Model.

3.0 DEVIATIONS

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

4.0 TERMS OF PAYMENTS

4.1 The payment will be released to the bidders in following stages :-

4.1.1 Stage – I -- 20 % payment of the contract value will be released after submission of basic feasibility draft report with land Survey status for all sites of Solar Park . However, if the bidder submits bill for individual site of Solar park than the payment will be released proportionately .

4.1.2 Stage – II -- 40 % payment of the contract value will be released after submission final site assessment and prefeasibility report for all sites Solar Park. However, if the bidder submits bill for individual site of Solar park than the payment will be released proportionately.



4.1.3 Stage –III -- 20 % payment of the contract value will be released after submission of Prefeasibility and Site Assessment reports and Business Model as mentioned in clause no.2.2 of Section- II for all the sites after acceptance by MPBCDC LTD.

4.1.4 Stage – IV -- 20 % payment of the contract value after identification of all the approvals and submission to the concerned Govt Dept.

4.1.5 The Consultant shall submit the stage wise bills and payment will be released within 21 days from the date of submission of the bill to the extent possible after acceptance by MPBCDC LTD.

5.0 TAXES AND DUTIES

The Bidder shall be liable and responsible for payment of all Income Tax and all other taxes, which may be levied on the Compensation or any other professional fees received from the MPBCDC LTD under the terms of this tender and shall keep the MPBCDC LTD harmless against any claim / liabilities and outgoing in this behalf.

6.0 INSURANCE

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

7.0 RESPONSIBILITY AND OBLIGATIONS OF BIDDER'

7.1 The consultant shall be required to render detailed services which are necessary for satisfactory completion of all the areas of the projects in totality.

7.2 The Bidder shall be fully responsible for operability, maintainability and reliability of services provided by him.

7.3 The Bidder shall be fully responsible for the collection of all data to enable him to provide the consultancy services.

7.4 The MPBCDC LTD 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 MPBCDC LTD and Bidder and the same shall be incorporated by the Bidder in his work without any cost liability to the MPBCDC LTD and without any dilution of the responsibility of the Bidder.



7.5 The Bidder shall himself be responsible to collect whatever needed information from the MPBCDC LTD at the appropriate stage of his work, for considering the same for his further work / services and / or coordination.

7.6 The Bidder shall be responsible to pursue, expedite and ensure timely submission of all data and documents.

7.7 The Bidder acknowledges that all plans, design calculations, studies, data, maps, drawings and specifications prepared by the Bidder in connection with the Project is property of the MPBCDC LTD and the same shall be handed over to the MPBCDC LTD as and when requested by the MPBCDC LTD or upon termination of the Agreement or upon completion of provision of the Services.

7.8 The Bidder shall not prepare article(s) or photograph(s) for publication or speeches about the Services without the prior written consent of MPBCDC LTD.

7.9 The Bidder shall be the employer of all the personnel engaged directly or indirectly in rendering the Services under the Contract Agreement.

7.10 This RFP does not and shall not be construed to create any employer-employee or principal-agent relationship between the MPBCDC LTD and any employees, representatives and personnel engaged by the Consultant in the performance of Services.

7.11 The Bidder shall be responsible for payment of all or any expenses including, without limitation, all amounts payable towards pension, annuity, or employment compensation, or any other payment to be made under the Applicable Indian Law and/or otherwise to the professionals, technicians or workmen employed and/or contracted in relation to the provision of Services under the Agreement.

7.12 The Bidder shall defend, hold harmless and indemnify the MPBCDC LTD against all or any labour claims or other law suits or proceedings, including those arising out of any accident that occur during or in relation to the Services as may be filed against the MPBCDC LTD for any reason whatsoever and irrespective of the time should have lapsed, assuming full responsibility for the payment of indemnification, penalties, attorneys' fees, legal costs and other charges, if any.

7.13 The Bidder shall comply within a timely manner all the obligations under the Applicable Indian Law including the laws relating to workmen, technicians, contract-labour, contractors and other personnel involved in the provision of the Services.



7.14 The Bidder shall be acquainted with all the statutory requirements, Electrical laws, Indian Environment and Health and Safety laws as applicable for the project.

7.15 The Bidder shall make available all related information, data, design calculations, working sheets and copy of relevant standards & codes and shall transfer the relevant technical information of the project.

8.0 SECRECY

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 Consultant under the Contract shall be the property of the Owner. As and when required or upon termination of the contract, the aforesaid documents, prepared specifically for this project (including originals) shall be handed over to the Owner.

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 MPBCDC LTD under terms of the Contract.

9.0 PROGRESS REPORT

9.1 The Bidder shall submit Progress Report on the status of work entrusted to him periodically i.e. monthly or as may be mutually agreed upon bringing out the details of works completed, works in hand, bottlenecks, if any, and efforts being made to improve upon the time schedule.

9.2 The Consultant shall also be called to make presentation on the various activities in respect of the project as and when required by MPBCDC LTD without any additional cost.

9.3 The copyrights of all documents provided by the Bidder and the documents provided by the MPBCDC LTD to the Bidder for reviewing in the performance of the Agreement shall at all stages be the property of the MPBCDC LTD and while in the custody of the Bidder, shall be fully available to the MPBCDC LTD and its duly authorized representatives. On completion of the provision of the Services, all drawings, documents etc. in relation to the Project shall be delivered/handed over by the Consultant to the MPBCDC LTD .



10.0 JURISDICTION OF THE CONTRACT

10.1 The laws applicable to this contract shall be the laws in force in India. The courts of Mumbai, India shall have exclusive jurisdiction in all matters arising under or on account of this contract.

11-0 WARRANTY AND LIABILITY OF THE BIDDER

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 which are not in accordance to the Good Industry Practices or the provisions of this RFP. In such case, MPBCDC LTD may penalize consultant to the extent limited to 5% of the contract value other than the L.D. and MPBCDC LTD may also enforce the clause no.13.1 of this section in this regard.

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 contract value.

12.0 INDEMNITY

The Parties hereto agree that the Bidder shall indemnify and defend the MPBCDC Ltd and its representatives and employees, and hold the Owner, its representatives, employees harmless from:

- (i) Damages and losses caused by its negligent or intentional act or omission or any damages and losses caused by the negligent act of any third party or sub-contractor or agency engaged by Consultant;
- (ii) Damages and losses resulting from the non-compliance with the obligations established hereunder;
- (iii) Any environmental damages caused by it and/or its representatives or employees or employees of any third party or sub-contractor or agency engaged by Consultant;
- (iv) Breach (either directly by it or through its representatives and/or employees) of any representation and warranty declared herein by it;
- (v) From any and 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 Consultant



13.0 LIQUIDATED DAMAGES

13.1 For any delay attributable to the consultant, beyond the scheduled date of completion of various activities as per the agreed time schedule, liquidated damages shall become livable at ½% (one half of one percent) per week of delay on the specific milestone activities under the particular part of assignment. The liability of the Consultant under this clause shall not exceed 5% (Five percent) of the value assigned to particular PART with respect to contract value.

13.2 The liquidated damages shall stand recoverable from progressive amount payable to the consultant no sooner it becomes due in case any items of work has 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 MPBCDC LTD that such delay had occurred due to no fault of the Bidder.

13.3 Likewise, any amount due to the MPBCDC LTD due to defect / inadequacy / errors etc. on the part of the consultant shall stand recoverable from the progressive amount due to the Bidder.

14.0 DEFAULT OF THE MPBCDC LTD / BIDDER

14.1 In the event of the MPBCDC LTD :-

14.1.1 Failing to pay to the Bidder the amount due within a period of 120 days.

14.1.2 Becoming bankrupt or giving formal notice to the Bidder that for unforeseen reasons, it is impossible for the MPBCDC LTD to continue to meet its contractual obligations.

Then the Bidder shall be entitled to terminate his employment under the contract after giving 30 days prior notice in writing to the Owner.

14.2 In the event of such termination, the MPBCDC LTD shall pay to the Bidder the amount of any loss or damage to the consultant arising out of or in connection with such termination, based on documentary evidence to be furnished by the consultant.

14.3 If the MPBCDC LTD is of the opinion that the Bidder is not rendering the Services in accordance with the Good Industry Practices, due diligence or expedition or refuses or neglects to comply with any reasonable orders given to him in writing, the MPBCDC LTD may give a notice in writing to the Bidder to make good the failure, neglect or contravention.



14.4 DEFAULT of BIDDER:-

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 MPBCDC LTD 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. The Owner, in such event, shall be entitled to retain and apply any balance, which may otherwise be due to the Bidder for the payment of cost of executing the said part of the Services taken out of its scope of Services. If the cost of executing the said part of the Services or of completing the Services exceeds the balance due to the Bidder, the Bidder shall pay such excess. If bidder fails to pay such excess, same shall be recovered through encashment of the Advance & Performance Bank Guarantees submitted by the bidder.

15.0 FORCE MAJEURE

15.1 Force Majeure Event : The Parties hereto agree that a Force Majeure Event shall mean any unforeseeable act or event that prevents the affected Party from performing its obligations under this Agreement or complying with any conditions required by the other Party under this RFP and such act or even 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.

Without prejudice to the foregoing, the Parties hereto agree that the occurrence of any of the events shall also be deemed to be a Force Majeure Event:

15.1.1 War and other hostilities whether war to be declared or not), invasion, act of foreign enemies, mobilization, requisition or embargo that directly impacts the provision of services by the Bidder under the Agreement.

15.1.2 Rebellion, revolution, insurrection, military or usurped power and civil war that directly impacts the provision of services by the Bidder under the Agreement.

15.1.3 Riot, civil commotion, terrorism or disorder that directly impacts the provision of services by the Bidder under the Agreement.

15.1.4 Pestilence, epidemics, inclement weather causing floods or lightning or cyclone, typhoon or earthquake and which directly impacts the provision of services by the Bidder under the Agreement.

15.2 The Parties hereto agree that the following events are explicitly excluded from and do not constitute a Force Majeure Event and is solely the responsibility of the affected Party.



15.2.1 Strikes, collective bargaining agreements of either Party resulting in delay in the provision of Services or stoppage of work; or

15.2.2 Labour disputes of any kind; or

15.2.3 Economic hardship; or

15.2.4 Any act, event, or occurrence listed above or asserted as a Force Majeure Event that results materially from the negligence or intentional acts of the affected Party.

16.0 MUTUAL DISCUSSIONS

In the event of a dispute or difference of any kind whatsoever shall arise between the Parties in connection with or arising out of this Agreement or the breach, termination or validity hereof, the Parties shall endeavor to resolve such dispute in good faith in the first instance within 30 (thirty) days of the notice of such a dispute by mutual discussions between the Parties.

17.0 ARBITRATION

17.1 In case a Party fails to appoint an arbitrator within 30 (thirty) days from the receipt of the request to do so by the other Party or the 2 (two) arbitrators so appointed fail to agree on the appointment of third arbitrator within 30 (thirty) days from the date of their appointment upon request of a Party, the Chief Justice of India or any person or institution designated by him shall appoint the arbitrators/presiding arbitrator.

17.2 The arbitral tribunal shall give a reasoned award and the same shall be final, conclusive and binding on the Parties.

17.3 The venue of the arbitration shall be Mumbai, India.

17.4 The fees of the arbitrators shall be borne by the Party nominating them and the fee of the presiding arbitrator, costs and other expenses incidental to the arbitration proceedings shall be borne equally by the Parties.

17.5 The Agreement shall be governed by and construed in accordance with the laws of India.

17.6 The Bidder agrees that it shall not seek injunction from any court with respect to any claims, dispute or differences against the MPBCDC LTD arising under this Agreement.

17.7 Notwithstanding the commencement of any arbitration proceeding, the Consultant agrees to discharge its obligations arising under this Agreement.



18.0 TERMINATION OF CONTRACT

The MPBCDC LTD 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 (e) below: -

18.1.1 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 MPBCDC LTD may have subsequently approved in writing or

18.1.2 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

18.1.3 If MPBCDC LTD found that the bidder has provided the false & wrong information while bid submission; or

18.1.4 If the Bidder submits to the MPBCDC LTD a statement which has an effect on the rights, obligations or interests of the MPBCDC LTD and/or which the Bidder knows to be false; or

18.1.5 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

18.1.6 If MPBCDC LTD 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

If the MPBCDC LTD , in its own discretion and for any reason whatsoever, decides to terminate this Agreement.



ANNEXURES

1.0 CHECK LIST

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

SN.	Name of the document	Annexure	Nature of document	Whether submitted Yes/No.
Pertaining to TECHNICAL PART of bid specification				
1	General Financial & Commercial Particulars of Bidder/Each Member of the Consortium (Annexure 1)	1	Mandatory	
2	Technical Qualification Data (Annexure 2)	2	Mandatory	
3	Division of Responsibility (Annexure 3)	3	If Applicable	
4	Power of Attorney to be provided by the Bidding Company/ Lead Member in favor of its representative as evidence of Authorized Signatory's authority along with Board resolution / power of attorney, in favor of the person executing this power of attorney for delegation of power hereunder on behalf of the executant(s) (Annexure 4)	4	If Applicable	
5	Memorandum of Agreement in case of Consortium (Annexure 5)	5	If Applicable,	
6	Proforma for undertaking by authorized Indian representative. (To be submitted on the letter head of the Indian Representative) (Annexure 6)	6	If Applicable,	
7	Undertaking	8	Mandatory	
8	Format of Covering Letter	9	Mandatory	
Pertaining to Commercial Part				
9	Price Schedule (ANNEXURE 7)	7	Online only	

Physical copies of the documents with respect to above annexure should be submitted with the offer.



2.0 ANNEXURE 1: GENERAL, FINANCIAL & COMMERCIAL PARTICULARS

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

1. Name of the Bidder :
2. Registered office address :
3. Telephone :
4. E-mail :
5. Nature of business & working experience in years in the same business :
6. Person to be contacted :
7. Nature / status of firm :
 - a. (Whether sole proprietorship/
 - b. Partnership/Private Limited/
 - c. Public Limited/ Public Sector)
8. Do you anticipate any change in the : No/Yes
 - a. Ownership during proposed period of Work
 - b. If yes, define scope and effect thereof:
9. Financial detail (Enclosed 1 copy each of)
 - a. Balance sheets and profit & loss :
Account for the past 3 years
2018-19, 19-20 & 20-21 (Provisional)
 - b. Income tax clearance certificate :
for past three years.
 - c. Service tax certificate :
 - d. Turnover certificate for year :
2018-19, 19-20, 20-21 (Provisional)
from C.A.
 - e. Company Registration Certificate :
10. Share capital at the time of formation :
 - i. Authorized
 - ii. Paid-up



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11. Share capital at present :
- a) Authorized :
- b) Paid-up
12. Name & address of bankers :

Certified that the above information is true and factual.

Date:.....

Place:.....

(Signature of the Authorized Representative of Bidder)

Name

Designation.....

Seal of Company.....



3.0 ANNEXURE 2: TECHNICAL QUALIFICATION DATA

(To be submitted on letter head of the bidder)

1. Name of the Bidder:
2. Projects executed under State/Central Government/ Semi Govt.

Sr No.	Name of the Project	Name of the Bidder/ Consortium Member	Capacity of project	Scope of Work	Order details & amount	Date of Commissioning of project	Experience Certificate Attached Yes / No
1	2	3	4	5	6	7	8

Note:

1. Please attach documentary proof for Col. No 5, 6, 7 & 8. of the Concerned Authority.
2. Regarding Col. No.8, documentary evidence from the client, for satisfactory completion shall be enclosed. The experience without experience certificate shall not be considered for evaluation. The experience certificate should contain valid communication address & working contact numbers certificate provider. Certificates without this information will be considered invalid and shall not be considered for evaluation.
3. Certified that the above information is true and factual.

Date:.....

Place:.....

(Signature of the Authorized Representative of Bidder)

Name

Designation.....

Seal of Company.....

Note :

All Certificates provided should be in English ONLY. In case the Utility/owner is unable to provide the certificate in English then bidder/consortium have to submit the English translated copy of the certificate by authorized translator along with the original copy and have to submit affidavit on non judicial stamp paper that the information(translation) is true & correct.



४.० ANNEXURE ३ : DIVISION OF RESPONSIBILITY

(To be submitted on Letter Head of the Bidder)

Sl.No.	Name of the JV/Consortium partner	Position/Status in JV/Consortium*	Responsibility & Task Assigned for this project
1			
2			
3			

*Bidder has to indicate its status Lead Bidder or Consortium Partner.

Date:.

Place:

(Signature of the Authorized Representative of Bidder)

Name

Designation
Seal of Company



5.0 ANNEXURE 4 :- POWER OF ATTORNEY

(to be provided by the bidding company/ lead member in favor of its representative as evidence of authorized signatory's authority.)

(To be on non-judicial stamp paper of Rs 200. Foreign companies submitting bids are required to follow the applicable law in their country)

KNOW ALL MEN BY THESE PRESENTS, that we, (Name of the Bidder/Lead Member of consortium), a Company/ Corporation/ Firm organized and existing under and by virtue of the laws of (Name of bidder's country) and having its registered office and principal office at [] (address of the bidder) do hereby irrevocably constitute, appoint, and authorize-----

(Name and residential address) who is presently employed with us and holding the position of-- -----, as our true and lawful attorneys to do in our name and on our behalf prepare, make, sign and submit the bid proposals and other documents, certificates, undertakings and papers to be executed and delivered by us, and to do all such acts, deeds and things as are necessary or required in relation to the tender issued by the MPBCDC LTD vide Bid Specification No -----for selection of the Consultant for carrying out the Pre-feasibility and land survey for the land banks / land parcels in six revenue divisions of Maharashtra for development of 600 MW solar park.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said attorneys pursuant to and in exercise of the powers conferred by this power of attorney and that all acts, deeds and things done by our said attorneys in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

Signed by the within named

_____ **[Insert the name of the executant company]**

through the hand of

Mr.

duly authorized by the Board to issue such Power of Attorney

Dated this day of

Accepted

Signature of Attorney

(Name, designation and address of the Attorney)

Attested

(Signature of the Executant)

(Name, designation and Address of the Executant)



Signature and stamp of Notary of the place of execution

Common seal of has been affixed in my/our presence pursuant to Board
of Director's
Resolution dated.....

WITNESS

1. Signature.....
Name
Designation
Occupation

2. Signature
Name
Designation

Note:

(1) The mode of execution of the power of attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and the same should be under common seal of the executant affixed in accordance with the applicable procedure. Further, the person whose signatures are to be provided on the power of attorney shall be duly authorized by the executant(s) in this regard.

(2) Also, wherever required, the executant(s) should submit for verification the extract of the chartered documents and documents such as a Board resolution / power of attorney, in favour of the Person executing this power of attorney for delegation of power hereunder on behalf of the executant(s).



ANNEXURE 5: PROFORMA FOR MEMORANDUM OF AGREEMENT
(On Non-judicial stamp paper of Rs.200/-)

This Memorandum of agreement (MOA) entered into between the following parties on this day of Between A Private Limited Company having its Head Office at India (hereinafter referred to as the which expression shall include the successors and permitted assignees) on the FIRST PART. And MPBCDC Ltd. having its Office at (hereinafter referred to as the which expression shall include the successors and permitted assignees) on the OTHER PART.

Is desirous of submitting a Tender to MPBCDC Ltd for providing Consultancy Services for carrying out the Pre-feasibility and land survey for the land banks / land parcels in six revenue divisions of Maharashtra for development of 600 MW solar park.

AGREEMENT

- 1 It has been agreed that ----- will be quoting for the above Tender as the Lead Member duly supported by -----.
- 2 All expenses incurred for tendering and visits during tender stage would be borne by the respective companies individually.
- 3 All contractual liabilities shall be shared by both the companies on a back-to-back basis depending on the scope of services. The scope of services for each of Consortium Members are:
 - a. Scope of Services of ----- (Lead Member) are----
 - b. Scope of Services of ----- (Other Member of the Consortium) are--
- 4 In the event this tender being converted to a firm order, a detailed agreement would be made between the two companies spelling out exact technical responsibilities of both parties based on the split of work indicated herein.

And ----- undertake to each other that they shall keep all information, exchanged between the parties with regard to the project, totally confidential and shall not use or disclose any such information obtained from the other under the present MOA except with the express written consent of the other. Such information shall not be used for the parties own business purposes or disclosed to any third person.



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AS WITNESS this Agreement has been signed by the duty authorized representative of the parties.

Signature and stamp of Notary of the place of execution

For and on behalf of

Signature of the Authorized Representative

Name

Designation.....

Seal of Company.....

.....
(OfficialAddress)

For and on behalf of

Signature of the Authorized Representative

Name

Designation.....

Seal of Company.....

.....
(OfficialAddress)



7.0 ANNEXURE 6: PROFORMA FOR AUTHORISATION OF INDIAN REPRESENTATIVE

(To be submitted on the letter head of the bidder/lead member)

Date:

To

Managing Director

MPBCDC LTD (A Govt. of Maharashtra Undertaking.).

Juhu Shopping Center, Gulmohar Crossroad No. 9

JVPD Scheme,

Juhu, Mumbai. 400049.

Subject: Notification of invitation of bids date----- for providing consultancy services for carrying out the Pre-feasibility and land survey for the land banks / land parcels in six revenue divisions of Maharashtra for development of 600 MW solar park.

Dear Sir,

This has reference to the bid proposal No. _____ (Bid Reference) Date
submitted by M/s. _____ (Bidder) _____ in response to bid specification
No. _____ you for Providing Consultancy services for carrying out the Pre-feasibility and land
survey for the land banks / land parcels in six revenue divisions of Maharashtra for development of
600 MW solar park.

We, hereby authorize M/s. _____ (Indian Representative) as Indian Representative of us for
the purpose of liaison of the contract and receiving payment thereof, against proposal
No. (Bid Reference) Dated on the terms and conditions as are set forth in the supply contract to be
executed amongst [] and MPBCDC LTD in accordance with of the Bid Specifications, pursuant to
the bid being awarded to [] .

Thanking you,

Yours faithfully,

(Signature of the Authorized Signatory Of the Bidder)

(Name)

(Designation)

८.० ANNEXURE

7: PRICE SCHEDULE (PRICE BID): (To be submitted onlineonly)

Name of the project: Selection of the Consultant for carrying out the Pre-feasibility and land survey for the land banks / land parcels in six revenue divisions of Maharashtra for development of 600 MW solar park.

Bid Specification No. -----

Name of Bidder: _____

S. No.	Description	Fixed fees (Price in INR)
1	Per MW Cost of the assignment	
	Total	

Total in words:.....

We confirm that

- 1) The above prices will be firm in all respects throughout the period of consultancy services and the price is inclusive all of taxes.
- 2) All Indian applicable Taxes & Duties including Income Tax shall be borne by us.
- 3) The Prices will remain valid for a period of 120 days from the date of opening of the price bid.
- 4) The offer submitted is irrevocable and unconditional without any deviations.

Date:.....

Place:.....

(Signature of the Authorized Representative of Bidder)

.....
(Official Address)

Name
Designation.....

Seal of Company.....

१.० ANNEXURE 8 : UNDERTAKING : (To be given by the Bidder on the Letter head)

I/We of M/s

.....
Bidder for consultancy work
of.....

.....
.....with the General Manager, MPBCDC LTD, Juhu Supreme Shopping Center, Gulmohar Cross Road No. 9, JVPD Scheme, Juhu, Mumbai - 400 049do hereby undertake that I/we agree to unconditionally accept all the terms and conditions mentioned in the tender documents.

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

Signatures of the Consultant/Architect
Or Authorized Person
(Name of Firm with seal)

10.0 ANNEXURE

9 : FORMAT OF COVERING LETTER

(OnLetter-headof Firm)

Date:

To
The Managing Director,
MPBCDC LTD (A Govt. of Maharashtra Undertaking).
Juhu Shopping Center, Gulmohar Crossroad No. 9
JVPD Scheme,
Juhu, Mumbai. 400049.

Sub: E-Tender for -----

Dear Sir,

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

We also state as follows:

- a. We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.
- b. The prices quoted by us in the price bid are valid for 120 days from the date of opening of price bid. We confirm that this proposal will remain binding upon us.
- c. Prices have been arrived independently without consultation, communication, agreement or understanding (for the purpose of restricting competition) with any competitor.
- d. We agree to bear all costs incurred by us in connection with the preparation and submission of the offer and to bear any further pre-contract costs.
- e. We understand that MPBCDC LTD is not bound to accept the lowest or any proposal or to give any reason for award, or for the rejection of any proposal.
- f. I confirm that I have authority of (name of the firm) to submit the proposal and to negotiate on its behalf.

Thank you,

Signature

(Name of Authorized Signatory) and Membership No. Name of Firm.