

Maharashtra State Electricity Distribution Company Limited



Bid Document

For

Appointment of Consultant for preparation of Detailed Project Reports (DPRs), including Technical feasibility/Design & associated activities, for development of solar power projects on the sites available with Lift Irrigation schemes”

By

Maharashtra State Electricity Distribution Company Ltd.

Renewable Energy Section,

5th Floor, 'Prakashgad', Bandra (East), Mumbai - 400 051

Website: www.mahadiscom.in

Email – hosolar.msedcl2021@gmail.com

NIT No. MSEDCL/RE/2022/Consultant/T-09

Last date for submission of Technical and Financial Bids is

19.09.2022 at 16:00 Hrs. (IST)

Date of issue of tender: 24.08.2022

Note:-

1. Technical Bid is required to be submitted on e-bidding portal only.
2. **Price/Financial Bid is required to be submitted online only. It is not required to be submitted in Hard Copy.**

NOTIFICATION OF INVITATION OF BIDS

Competitive Bidding for Appointment of Consultant for preparation of Detailed Project Reports (DPRs), including Technical feasibility/Design & associated activities, for development of solar power projects on the sites available with Lift Irrigation schemes”

(TO BE SUBMITTED ONLINE DULY FILLED IN AND DIGITALLY SIGNED)

Date of issuance of invitation:

(MSEDCL) invites online bids (Single Stage Two envelop System) from eligible bidders for Preparation of Detailed Project Reports (DPR), including technical feasibility study/Design and associated activities for development of Solar Power Projects on the Sites available with Lift Irrigation Schemes.

The detailed Bidding Document along with contact details can be viewed and downloaded from our website www.mahadiscom.in and bidding process shall be carried out on e-bidding portal of MSEDCL i.e. <http://www.etender.mahadiscom.in>

Important Dates	
Date of Release of Bid Document	24.08.2022 at 22:00 HRS(IST)
Pre bid Meeting (Online)	02.09.2022 at 11:30 HRS (IST)
Last date of submission of Bid	19.09.2022 at 16:00 HRS (IST)

(Note: All Amendments/Addendums/Corrigendum, time extension, clarifications, etc. shall be uploaded in the above-mentioned websites only and shall not be published in Newspapers. Bidders should regularly visit the above website(s) to keep themselves updated and submit their Bids based on the latest information/instructions hosted in website(s).

The Bidder is advised to study the Bid Document carefully, Submission of Bid shall be deemed to have done after careful study and examination of the bid document with full understanding of its implications.

It is to be noted that, registration of bidder on Mahadiscom portal is mandatory for participation towards this tender.

MSEDCL reserves the rights to annul, postpone, withdraw the Bidding Process at any time prior to award of contract including rejection of any or all bids after the same have been received without assigning any reason and without thereby incurring any liability to the affected bidder or Bidders or any obligation to inform the affected bidder or Bidders on the ground of MSEDCL's action.

NOTE:

- This is an e-tender. Offers shall be submitted and processed in electronic mode only.
- Financial Bid/Price Bid to be submitted on e-bidding portal only. Hard Copies of the same are not be submitted and bids shall be liable for rejection if Hard Copies of Financial Bid are submitted by the Bidder.
- Only few documents of technical Bid to be submitted in Hard Copy. (As detailed in this Bidding Document).
- The instructions to bidder/terms and conditions appearing in this specification only shall be applicable

SECTION – I: INSTRUCTIONS TO BIDDERS

1. INVITATION TO BID

MSEDCL invites online Bids from eligible bidders for Preparation from eligible bidders for Preparation of Detailed Project Reports (DPR), including technical feasibility study/Design and associated activities for development of Solar Power Projects on the Sites available with Lift Irrigation Schemes.

1.1. BACKGROUND

The Ministry of New & Renewable Energy (MNRE), Govt. Of India have set the target of cumulative achievement of 500 GW to be achieved by the year 2030 from non-fossil fuels and Government of Maharashtra (GoM) set target of 17,360 MW of grid connected renewable energy projects under Non-Conventional Energy Generation Policy-2020.

1.2 OBJECTIVES

The Government of Maharashtra (GoM), Water Resources Department and Irrigation Development Corporations had constructed a number of Lift Irrigations Scheme (LIS) to provide irrigation facilities to farmers/drinking water in drought prone and forest areas where normal irrigation projects could not be undertaken due to inadequate rainfall, environment reasons, adverse topography and difficulties in obtaining forest land. The electricity charges for such Lift Irrigation Schemes are as per tariff fixed by the Maharashtra Electricity Regulatory Commission. On the other hand, GoM and Irrigation Development Corporations operate their certain Lift Irrigation Scheme on a subsidized basis.

Adequate lands are available in the state near the Lift Irrigation schemes/canal top which may be utilized for the solar generation and could help to reduce the capital of the solar projects and may indirectly reduce the Subsidy burden of GoM. Further, as per GoM letter dated 1 August 2019, the State Government had initiated steps regarding development of solar power project on the land available with Lift Irrigation schemes of Water Resource Department. On similar lines, development of solar projects on the land available with private LIS consumer was also under active consideration of the GoM.

Government of Maharashtra, Water Resources Department (WRD) is contemplating setting up of solar power plants on the land available with Lift Irrigation schemes in Maharashtra on various identified sites.

This would help to

- a) Reduce electricity tariff burden by undertaking Solar PV generation
- b) Reducing cross-subsidy requirement of the State Government
- c) Encourage and boost renewable energy capacity addition in the State
- d) Undertake sustainable development initiative and promote green energy
- e) Undertake optimum Utilisation of space and natural resources

MSEDCL in coordination with Water Resource Department intends to appoint a consultancy company for providing advisory services and support services for preparation of DPRs (including Technical

feasibility/Design & associated activities) for grid connected Solar PV Power Plants on land available with LIS across selected sites in the State of Maharashtra.

Considering the above objective, MSEDCL has called for this tender for appointment of Consultant for preparation of DPRs, including Technical feasibility & associated activities, for development of solar projects on the land available with Lift Irrigation schemes for identified sites.

MSEDCL in consultation with WRD has shortlisted **tentative five number** of best sites.

2. SCOPE OF WORK

The DPR is to be prepared for scope of work mentioned below for the sites as detailed under Clause No. 4 below;

- Carrying out site survey to study the feasibility of sites identified by WRD for installation of solar plants, carrying out shadow analysis, carrying out technical feasibility study and prepare reports.
- The above site survey shall include identification of available land and the kind of solar technology that can be best suited for each of the identified site(s).
- The site survey may be required to be done in coordination with WRD officials.
- Each identified site may have more than 1 electrical connection / sub-sites which needs to be consolidated for respected site report.
- The consultant also needs to identify the nearest sub-station (S/sn) for evacuation of the power from such site and assess the available capacity on such S/sn. The consultant if required shall be visiting the local Discom and Transco officials for further information.
- Preparation of site wise DPR covering details of site survey, feasibility study, proposed Grid-connected solar PV project details including plant capacity, plant layout, design, technical specifications, details costing of proposed site wise project (material estimation, estimation of erection work cost, etc.).
- Preparation of cost and financial model (which shall include cash flow detailed analysis, IRR, risk analysis, including varying projects costs and benefits and combination of these factors, O&M costs, ROI, etc.) for implementation of proposed Solar PV plant.
- The final consolidated DPR and each site visit report needs to take cognisance of MNRE benefits, tax benefits, depreciation benefits and any other Govt. subsidy, etc.

3. List of Sites

The List of tentative project sites for development of solar power projects at different Lift Irrigation Schemes are attached as Annexure 11.

4. Detailed scope of Consultancy services:

4.1 Stage 1: Site survey and Technical feasibility

4.1.1 The consultant shall study the suitability of the sites identified by WRD which are mentioned in the Annexure 11 for the installation of the Solar power plant based on the following:

- a. Availability of adequate space
- b. Accessibility to site
- c. Power evacuation

- d. Mark location in the Google Earth layout through in '.kmz' file
 - e. Other survey inputs
- 4.1.2 The consultant shall study the requirements of the location with following major aspects and assess the solar capacity that can be installed in the location considering constraints of area (land, shadow, power transformer capacity, policy/regulation) along with below constraints-
 - a. Contract demand
 - b. Type of connection (EHV/HT/LT/category of connection, etc.)
 - c. Monthly consumption and annual consumption
- 4.1.3 Site visits shall be carried out by the consultant for assessment of the actual site conditions and other related information across a range of land (vacant/barren/un-used land) available near the Lift Irrigation schemes. Location suitability analysis shall be carried out by the consultant and incorporated in the pre-feasibility report/site visit report.
- 4.1.4 The consultant shall carry out assessment and calculation of Solar PV capacity that can be installed on the site location considering the study of area and other factors affecting the calculation of the capacity of the proposed solar system at individual site/locations.
- 4.1.5 Shading analysis and its impact on the solar system design shall be analysed.
- 4.1.6 Solar Resource Assessment at the proposed site location shall be carried out. Simulation study and preliminary energy estimate shall be worked out using PV Syst software.
- 4.1.7 Calculation of energy generation, calculation of system losses and system efficiency and performance prediction shall be carried out. Design of plant with estimated electricity generation based on the solar re-sources assessment of the site, technology & design considerations.
- 4.1.8 The consultant shall also analyse
 - a. Electricity consumption pattern of the beneficiary
- 4.1.9 The consultant shall study system configuration and specifications ((e.g. construction plans, module support structure and module mounting, power inverters/transformers and junction boxes, component selection and coordination, power system parameters, grounding and lightning protection concept, compliance with electrical safety regulations, compliance with relevant standards).
- 4.1.10 The consultant shall study and suggest planned monitoring technology/remote monitoring
- 4.1.11 The Consultant shall prepare standard template/format/structure for site survey to be carried out and get it approved before carrying any site visit.
- 4.1.12 Any other work on the above related issues /matters as may be assigned by Officer identified by MSEDCL.

4.2 Stage 2: Preparation of site-wise Detailed Project Report

- 4.2.1 The consultant shall prepare site wise Detailed Project Report covering following elements which are indicative in nature
 - i. Executive summary
 - ii. Background Introduction
 - i. Introduction
 - ii. Solar Energy Potential in Maharashtra
 - iii. Summary of applicable policy and regulations
 - iv. Solar Technologies overview (comparison & selection of components for Solar PV Technologies)
 - iii. PV Project -
 - iv. Site Location
 - i. Assessment of solar resource available GHI: NREL/Meteonorm
 - ii. The distance to substation/connectivity

- iii. Summary of area and its details
- v. Infrastructure and accessory
- vi. Overview of proposed PV project
 - i. Recommendation of maximum capacity to be installed at a particular site
 - ii. To estimate electricity generation from the solar PV power plant based on the solar radiation pattern of the site and different PV technologies with and without tracking system
 - iii. Shadow analysis and planning of land development work
 - iv. Possible site and plant layout design and drawings
 - v. Detailed costing of the project on the basis of market current rates
 - vi. Shortest possible path for erection of transmission line from solar plant to substation
 - vii. Detailed technical specifications & costing of supply & erection of transmission line from solar plant to substation.
- vii. Cost and Financial Model- The Consultant shall prepare cost and financial model (which shall include cash flow detailed analysis, IRR, risk analysis, including varying project cost and benefits, and combination of these factors, O&M costs, ROI, etc.) for implementation of proposed Solar PV plant.
 The Model shall also include all of the applicable benefits as per policy, schemes issues by the Central /State Government, tax benefits, etc. The model shall also include following various scenarios:
 - i. Feasibility of LIS consumer installing solar plant on other private land also and selling solar energy to MSEDCL through PPA
 - ii. Feasibility of LIS consumer opting to develop the solar plant with the help of solar power developer and have PPA with MSEDCL
 - iii. Feasibility of LIS consumer allowing its land or any leased land to developer which will enter into the PPA with MSEDCL along with the condition of adjustment of generation with the consumption of LIS consumer
 - iv. Cost benefit analysis covering current subsidy outflow and potential savings due to installation of such solar projects and likely impact on consumer tariff etc

4.2.2 Based on above study, the Consultant shall also include its recommendations for each of the site on suggested mode of implementation of project including various ownership pattern along with funding with due consideration for Policy, Regulatory, legal, technical and financial parameters etc.

4.2.3 Any other work on the above related issues /other regulatory matters as may be assigned by Officer identified by MSEDCL.

5. Minimum Qualification Criteria:

5.1 The bidder must be in the Consultancy business since last 5 years which should be evidenced from the Certificate of Incorporation.

5.2 The bidder / firm, over the past 5 (five) years preceding proposal due date (PDD), should have successfully completed one assignment of 10 MW or above, for any registered public or private companies/ institutions / corporation wherein feasibility study including inspection / field survey / design of system related solar study/ installation is done. The bidder is required to submit work order(s) with their work completion certificates(s), as documentary evidence.

5.3 The bidder should have worked in at least three Indian States in Renewable Energy sector.

- 5.4 The bidder should have successfully completed atleast 3 DPR/ PMC projects in Solar Energy sector both Domestically and Internationally.
- 5.5 The bidder should have experience of providing advisory services for atleast 50 MW of Solar Energy for Power sector Utilities.
- 5.6 The bidder /firm should have successfully completed similar assignments as mentioned in clause no. 5.2 (above) during last five financial years
- One similar completed works costing not less than 80% of estimated value/consultancy value or
 - Two similar completed works costing not less than 60% of estimated value/consultancy value or
 - Three similar completed works costing not less than 40% of estimated value/consultancy value
- 5.7 The average annual Turnover of the Bidder from the Consultancy services shall be minimum INR 20 (twenty) Crore during the best three years out of last five financial years which should be evidenced by certificate from the statutory auditor (CA) and extract of statutory audited accounts. The network of the company shall be positive.
- 5.8 Consortium / Joint Venture (JV) are not eligible to bid for this assignment.
- 5.9 The bidder or its affiliate has not been prevented or black listed by any other law for time being in force from participating in any tenders by any agencies / utilities, in the last 5 years. Bidders shall also not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the MSEDCL, World Bank, Asian Development Bank, Govt. Department or any State within India. An undertaking on stamp paper is required to be submitted.

6. Selection procedure:

- 6.1 The evaluation of the proposals shall be done on Quality cum Cost Based Selection (QCBS).
- 6.2 In case bidders qualify Minimum Eligibility Criteria, MSEDCL will carry out the technical evaluation of Proposals on the basis of the following evaluation criteria and points system. Each evaluated Proposal will be given a technical score (St) as detailed below. The maximum points/marks to be given under each of evaluation criteria as per following table:

Sr. No.	Criteria for Technical Evaluation	Marks
1	Successfully completed one assignment of 10 MW or above, for any registered public or private companies/ institutions / corporation wherein feasibility study including inspection / field survey / design of system related solar study/ installation is done	10
	Two assignment of 10 MW or above, additional marks	5
	Three assignment of 10 MW or above, additional marks	5
	More than three assignment of 10 MW or above, additional marks	5
2	Experience of working in at least three Indian States in Renewable Energy sector	10
	More than three States, additional marks	2
	Out of three States, if one State is Maharashtra, additional marks	3

3	Experience of successfully completed atleast 3 DPR/ PMC projects in Solar Energy sector both Domestically and Internationally.	15
	In case of 5 DPR/ PMC projects, additional marks	5
	Experience of working in 2 DPR/PMC Projects in Solar Energy Sector in Irrigation related/LIS related projects, additional marks	5
4	Experience of providing advisory services for atleast 50 MW of Solar Energy for Power sector Utilities	10
	More than 100 MW, additional marks	5
5	Average Turnover of the Bidder is INR 20 Crore during best three years out of last five years	5
	Average Turnover of the Bidder is more than INR 25 Crore during best three years out of last five years, additional marks	5
6	Approach & Methodology and Work Plan	10
Total		100

6.3 Scoring Method:

- 6.3.1 Minimum technical score (St) required to qualify technical evaluation is 60 points out of 100. A proposal will be considered unsuitable and will be rejected at this stage if it does not respond to important aspects of tender document and the Terms of Reference or if it fails to achieve the minimum technical score.
- 6.3.2 Financial Proposal of responsive bidders who are found acceptable on scrutiny of technical and financial contents and satisfy the criteria for evaluation of Proposal document will be opened in the presence of authorised representative of concerned bidder who may wish to remain present. MSEDCL will notify the applicants who secure the minimum qualifying technical score, indicating the date and time set for opening for Financial Proposals. Financial proposal with any counter conditions or ambiguous remarks shall be rejected.
- 6.3.3 Under QCBS selection, the technical proposals will be allotted weightage of 70% (Seventy per cent) while the financial proposals will be allotted weightages of 30% (Thirty per cent)
- 6.3.4 The Bidder securing the highest combined technical and financial score will be awarded the contract/project. Evaluations will be based on documentary evidence submitted by the bidder and presentation before the evaluation committee with respect to evaluation/selection criteria.
- 6.3.5 The bidder shall quote for all sites together.
- 6.3.6 The detailed technical and financial evaluation procedure is provided in the clause no. 17 and 18 of this tender documents.

9. Other Specific Conditions

- 7.1 The Bidding Organization shall be evaluated solely on its own credentials for meeting the eligibility/ minimum qualifying criteria and not on the credentials of any other organization.

- 7.2 In case bidder is parent company, experience of subsidiary shall not be considered and if bidder is subsidiary company, experience of Parent shall not be considered.
- 7.3 Notwithstanding anything stated above, the MSEDCL reserves the right to verify and assess the Bidder's capability and capacity to perform the works and such decision of MSEDCL cannot be questioned.
- 7.4 The Bidder does not anticipate change in ownership during the validity of this bid (If such change is anticipated, the scope and effect thereof shall be defined).
- 7.5 Bidder not fulfilling above requirement are advised not to submit their offer against this bid specification. The offer of the bidder not fulfilling above qualifying criteria shall not be considered for further evaluation and will be rejected.
- 7.6 Bids shall be submitted for the complete scope of work as envisaged and bid submitted for partial scope of work shall be rejected.
- 7.7 The scope of the work of the Bidder shall be on the basis of single point responsibility. The Contract will be entered into only with the successful bidder. Thus the bidder shall be solely responsible and liable to complete the entire scope of work detailed in Clause No.4, Section -I of this tender.
- 7.8 The MSEDCL may amend the bid documents at any time by issue of any amendment.
- 7.9 MSEDCL does not bind itself to accept the lowest or any of the bids.

8. Period of Engagement:

However, the active period of engagement would be till the completion of all the activities as per the scope of work but successful bidder shall be required to extend their support during execution of project in case it is required to do so and the same shall be decided by MSEDCL. Further, the time period may be extended based on mutual discussion keeping in view the constraints being faced during execution of the assignment, if required.

9. Deliverable:

The tentative timeline for the Stage 1 and Stage 2 overall are two (2) months from the date of Letter of Award (LOA):

Sr. No.	Reports/ Deliverables-	Tentative Timelines
1	Site Visits to all of the identified sites	4 weeks from LOA / intimation of list of sites
2	Submission of Initial Site report for all sites	5 weeks from LOA / 1 week after completion of site visits/survey, whichever is later
3	Submission of draft Feasibility report/DPRs for all sites	6 weeks from LOA / 2 weeks after completion of site visits / surveys
4	Final combined report(s)	8 weeks from LOA

Note:

- Detailed Project Reports (DPRs) for all sites in hard copy and editable soft copy shall also submitted.
- All raw data for all the studies/ reports/ surveys shall also be submitted.

- All reports shall be submitted in A4 size sheets and all drawings and Single Line Diagrams (SLDs) on sheets such that it is legible. All drawings and SLDs shall be properly bound and printed on good quality paper

10. Payment Terms:

The payment terms and condition are as follows:

Sr. No.	Reports / Deliverables	Payment Terms*
1	After completion of all site visits and submission of site visit report	20%
2	Submission of draft Feasibility report / DPRs and Presentation	40%
3	Submission of Final combined report along with Executive Summary and Presentation	10%
4	Acceptance of final combined report by MSEDCL/WRD	30%
Total		100%

** Invoices shall be payable upon submission of report(s) subject to satisfactory acceptance of MSEDCL*

11. Basis of Offer

- 11.1 The Price shall be quoted taking into consideration the complete Scope of Works mentioned under Clause No.4 of Section I, any item left out and not specifically mentioned but are required for completion of the work shall be carried out by the bidder without any additional cost to MSEDCL.
- 11.2 Bidders shall quote prices in INR. The price should be quoted on a lump sum basis inclusive of all taxes and duties etc.
- 11.3 The price quoted by the bidders shall be FIRM throughout the period of contract including any extension thereof.
- 11.4 All expenses including all travel, boarding & lodging expenses, etc. incurred by the bidder for carrying out all the activities as per scope work will be borne by themselves and MSEDCL will not take any responsibility whatsoever on this account. Office accommodation, transport and daily movement of the consultant, telephone, computer and other facilities shall be arranged by the consultant at his/her own cost

12. Bid Issue and Receipt by MSEDCL

- 12.1 Bid documents and any other details may be downloaded from the website <https://etender.mahadiscom.in> and www.mahadiscom.in
- 12.2 No extension of Bid due date shall be considered on account of delay in receipt of Bid documents online. The bidder is advised to submit the bids well before the stipulated time and date to avoid any kind of network issues, traffic congestion etc. In this regard the MSEDCL shall not be responsible for any kind of such issues.
- 12.3 MSEDCL reserves the right to cancel/withdraw the bid without assigning any reason for such decision. Such decision will not incur any liability whatsoever on the part of MSEDCL consequently.
- 12.4 All correspondence with regard to the above shall be to the following address.

Chief Engineer (Renewable Energy),

Maharashtra State Electricity Distribution Company Limited
Renewable Energy Section,

5th Floor, 'Prakashgad', Bandra (East), Mumbai - 400 051
Email- hosolar.msedcl2021@gmail.com

For more information visit our site at: <http://www.mahadiscom.in>

12.5 Details of contact Person:

Shri. Nikhil Meshram
Superintending Engineer (RE).
Maharashtra State Electricity Distribution Company Limited,
Renewable Energy Section,
5th Floor, 'Prakashgad', Bandra (East), Mumbai - 400 051
Tel: 7045271284
Email- hosolar.msedcl2021@gmail.com

13. Submission of Bid and Date of Opening

13.1 The Bid Proposal complete in all respect as mentioned in Bidding Documents shall be submitted till 16:00 Hrs (IST) On 19.09.2022 At the following Address:

Shri. V M Shinde
Executive Engineer (RE).
Maharashtra State Electricity Distribution Company Limited,
Renewable Energy Section,
5th Floor, 'Prakashgad', Bandra (East), Mumbai - 400 051
Tel: 7021762073

14. Validity of Bid

The bidder shall keep their bids /proposals valid up to 90 (Ninety) days from the originally scheduled Bid submission date. The bidder may be required to further extend the validity of Bid as per the requirement of MSEDCL.

15. Earnest Money Deposit (EMD)

15.1 The EMD (Earnest Money Deposit) is to be submitted by all the participating bidders of an amount of **Rs. 1, 00,000/- (Rupees One Lac only)** in the form of irrevocable Bank Guarantee (BG) from a nationalized/scheduled Bank as per Performa enclosed as "**Annexure-8 of Section-II Annexures**" or **Bank Demand Draft** drawn in favor of Maharashtra State Electricity Distribution Company Limited payable at Mumbai.

15.2 No interest will be paid on Earnest Money Deposit irrespective of mode of submission.

15.3 Any Bid not accompanied by Earnest Money Deposit (EMD) or having submitted shorter amount than **Rs.1, 00,000/- (Rupees One Lacs)** shall be rejected out rightly.

15.4 The EMD of unsuccessful bidder/s will be returned as promptly as possible after the award and signing of contract and EMD of successful bidder will also be returned after acceptance of work order and submission of PBG (Performance Bank Guarantee) of requisite value.

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

- a. If the bidder withdraws/ modify his bid within the bid validity specified in the Bid Specification.

- b. 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.
- c. If the Bidder does not accept the correction of its bid price, pursuant sub-clause 20.5
- d. If the bidder being the successful bidder fails to furnish the acceptance of Letter of Award, within the specified time limit.
- e. If the bidder gives any wrong / false information /documents in the bid for making the bid qualified (eligible)

16. Documents Comprising the Bid

16.1 Hard copy part of Bid Submission

Hard copy part of the bid shall comprise the sealed envelop, namely Envelop 1, shall comprise the documents as detailed below;

(a) Envelop 1

- (i)** Earnest Money Deposit (in Original), in separate envelop in accordance with clause 12 of Section-1 and as per Annexure-8 of **Section II Annexures**
- (ii)** Receipt of Payment made by the bidder against the Tender Fees of an amount of Rs 5000 + GST as applicable to tender.
- (iii)** Power of Attorney (in original) in the name of the person authorized to sign tender documents

Bidders are requested to note necessarily that Price Bid is not to be submitted in Hard Copy. In case of submission of Price Bid as Hard Copy by any bidder, the Bid of such bidder shall be rejected out rightly.

16.2 Soft copy part of Bid Submission

- (i)** Scanned copy of the Earnest Money Deposit
- (ii)** The Bidder should agree to the entire scope of work and deliverables (given in the Covering Letter/Bid Proposal Annexure-1 of **Section-II Annexures**). No proposal for deviation/part scope of work will be considered.
- (iii)** Duly Filled Signed and Stamped Annexures in Section-II. (To be uploaded as PDF documents)
- (iv)** Duly signed and stamped scanned copy of document in support of the Bidder's Qualification and mentioned anywhere in the Bid Document. ***(As a proof of satisfactory completion of these consultancy works, The Bidder must submit Copy of Work Orders/Letter of Award or Intent from the Client, Self-Attested copy of satisfactory completion certificates from the Client for the said Consultancy Work(s))***
- (v)** Scanned copy of signed and stamped copy of complete bid documents along with all clarifications/ amendments/ addendums thereof issued till date of Final Bid Submission including extension, if any.

The bidder shall scan all the documents forming part of the bidder's Technical Proposal, and convert the same into PDF format. The size of the Technical Proposal in PDF format shall not exceed 5 MB. In case the size of the PDF document exceeds 5 MB, the PDF document shall be split up into suitable number of files of size of 5 MB or less each. There after each file shall be numbered as "Tech_ (Number & Name of Document).pdf". Then these files shall be digitally signed using the software provided by the MSEDCL during registration of the bidder. The digitally signed document files shall be uploaded by the bidder on the "e-tendering" web site of MSEDCL.

16.3 Price Bid/Financial Bid

The bidder shall scan all the documents forming part of the bidder's Price Proposal, and convert the same into PDF format. Then these files shall be digitally signed using the software provided by the MSEDCL during registration of the bidder. The digitally signed document files shall be uploaded by the bidder on the "e-tendering" web site of MSEDCL.

MSEDCL may call for any clarifications/ information if required.

Note: All Documents shall be signed by authorized signatory

17. Opening and Evaluation of Technical Proposal

17.1 Opening of Technical Proposals

- 17.1.1 MSEDCL will open the Technical Proposals at the date and time designated in the Tender Notice.
- 17.1.2 The Price Proposals will remain unopened until the time of opening of the Price Proposals. The time and date of the opening of the Price Proposals will be advised in writing or by email by MSEDCL following approval of the evaluation of the Technical Proposals.

17.2 Process to be Confidential

- 17.2.1 Unless requested by MSEDCL, from the time the bids are opened to the time the contract is awarded, the bidders or their representatives should not contact the MSEDCL or any other persons involved in the evaluation process on any matter related to their Technical or Price Proposals. Any effort by a bidder to influence the MSEDCL's processing of bids or award decisions may result in rejection of the bidder's bid and forfeiture of the bid security.
- 17.2.2 Information relating to the examination, clarification, evaluation and comparison of bids for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the Letter of Award is issued.

17.3 Examination of Technical Proposals and Determination of Responsiveness

- 17.3.1 MSEDCL will examine the bids to determine whether they are complete, whether the documents have been properly signed, whether the required security is included, and whether the bids are generally in order. Any bids found to be non-responsive for any reason or not meeting the minimum levels of the performance or other criteria specified in the bidding documents will be rejected by the MSEDCL and will not be included for further consideration.
- 17.3.2 MSEDCL will also determine whether each bid is substantially responsive to the requirements of the bidding documents. A substantially responsive bid is one which conforms

to all the terms, conditions of the bidding documents, without deviation or reservations. A deviation or reservation is one:

- a. which affects in any substantial way the scope, quality or performance of the Work
- b. which limits in any substantial way, inconsistent with the bidding documents, the MSEDCL's rights; or
- c. whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

17.3.3 If a bid is not substantially responsive it will be rejected by the MSEDCL, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation. Conditional bids will be deemed to be not substantially responsive, and will be rejected by the MSEDCL

17.3.4 Notwithstanding the above, the MSEDCL reserves the right to accept minor deviations which do not materially affect the substantial responsiveness of the Bid, whose rectification would not affect unfairly the competitive position of other bidders, and which can be rectified after award of contract without change to the price, scope, quality or performance of the Works.

17.4 Clarification of Technical Proposals and Contacting the MSEDCL

17.4.1 The MSEDCL may conduct clarification meetings with each or any bidder to discuss any matters, technical or otherwise, where the MSEDCL requires amendments or changes to be made to the Technical Proposal.

17.4.2 Any effort by the bidder to influence the MSEDCL in the MSEDCL's evaluation of Technical Proposals, bid comparison or the MSEDCL's decisions on acceptance or rejection of bids may result in the rejection of the bidder's bid and forfeiture of the bid security in accordance with the provisions.

17.5 Invitation to Attend Opening of Price Proposals

At the end of the evaluation of the Technical Proposals, the MSEDCL will invite bidders who have submitted responsive Technical Proposals and who have been determined as being qualified for award to attend the bid opening of the Price Proposals. Bidders shall be given reasonable notice of the Price Proposal bid opening.

18. Opening and Evaluation of Price Proposals

18.1 Opening of Price Proposals

18.1.1 The MSEDCL will open the Price Proposals of all bidders who submitted responsive Technical Proposals at the time and date at the location advised to the bidders. Price Proposals shall be opened at the date and time indicated in the Bidding Data, or at such other time as may be notified to the responsive bidders. The bidder's authorized representatives who are present shall sign a register evidencing their attendance.

18.1.2 The bidder's names, the Bid Prices, the total amount of each bid, any discounts, and such other details as the MSEDCL may consider appropriate, will be announced and recorded by the MSEDCL at the opening. The bidder's authorized representatives will be required to sign this record.

18.1.3 The MSEDCL shall prepare minutes of the bid opening, including the information disclosed to those present in accordance.

18.2 Clarification of Price Proposals and Contacting the MSEDCL

- 18.2.1 To assist in the examination, evaluation and comparison of Price Proposals, the MSEDCL may, at its discretion, ask any bidder for clarification of its bid. The request for clarification and the response shall be in writing or by email, but no change in the price or substance of the bid shall be sought, offered or permitted except as required to confirm the correction of arithmetic errors discovered by the MSEDCL in the evaluation of the bids in accordance.
- 18.2.2 No bidder shall contact the MSEDCL on any matter relating to its bid from the time of opening of Price Proposals to the time the contract is awarded. If the bidder wishes to bring additional information to the notice of the MSEDCL, it should do so in writing.
- 18.2.3 Any effort by the bidder to influence the MSEDCL in the MSEDCL's evaluation of Price Proposals, bid comparison or contract award decisions may result in the rejection of the bidder's bid and forfeiture of the bid security in accordance with the provisions.

18.3 Preliminary Examination of Price Proposals and Determination of Responsiveness

- 18.3.1 The MSEDCL will examine the bids to determine whether they are complete, whether the documents have been properly signed, whether the bids are substantially responsive to the requirements of the bidding documents, and whether the bids provide any clarification and/or substantiation that the MSEDCL may require pursuant to Clause 20.2
- 18.3.2 A substantially responsive bid is one which conforms to all the terms, conditions and requirements of the bidding documents without material deviation or reservation.
- 18.3.3 If a Price Proposal is not substantially responsive, it will be rejected by the MSEDCL, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

18.4 Process to be Confidential

- 18.4.1 Unless requested by the MSEDCL, from the time the bids are opened to the time the contract is awarded, the bidders or their representatives should not contact the MSEDCL or any other persons involved in the evaluation process on any matter related to their Technical or Price Proposals.
- 18.4.2 Information relating to the examination, clarification, evaluation and comparison of bids 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.

18.5 Correction of Errors

In case of discrepancy and / or difference in the value between the quoted price in number and as expressed in words, the value as expressed in words shall prevail over the value as expressed in number for the determination of the Total Price of the Bidder.

19. Award of Contract

The MSEDCL reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of Contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the MSEDCL's action

20. Notification of Award

- 20.1.1 Prior to expiration of the period of bid validity prescribed by the MSEDCL, the MSEDCL will notify the successful bidder by email, confirmed by registered letter, that its bid has been

accepted. This letter (Letter of Award) shall name the sum which the MSEDCL will pay to the bidder in consideration of the execution of works as prescribed in the Contract.

20.1.2 The notification of award will constitute the formation of the Contract.

20.1.3 Upon furnishing Security Deposit by successful bidder, the MSEDCL will promptly notify the other bidders that their bids have been unsuccessful.

21. Signing of Contract

21.1.1 At the same time that the MSEDCL notifies the successful bidder that its bid has been accepted, the MSEDCL will send the bidder the Form of Contract provided in the bidding documents, incorporating all agreements between the parties.

21.1.2 Within 14 fourteen days of receipt of the Letter of Award, the successful bidder shall sign the Form of Contract on Stamp Paper (non-judicial) borne by the bidder as per the rate specified in Bombay Stamp Act 1958 issued in Maharashtra and return it to the MSEDCL.

22. Contract Performance Guarantee (CPG)

22.1.1 Within 14 (fourteen) days of receipt of the Letter of Award from the MSEDCL, the successful bidder shall furnish to the MSEDCL a performance CPG equivalent to **an amount of ten percent (10%) of the Total Contract Price** in accordance with the Conditions of Contract. The form of CPG provided in Section II of the bidding documents may be used or some other form acceptable to the MSEDCL. The CPG shall be denominated solely in Indian Rupees, and shall be in the form of an unconditional and irrevocable Bank Guarantee issued by a Nationalised or Scheduled Bank. The bank guarantee shall, if invoked, be encashable when presented in the branch office of such Bank located in Mumbai, Maharashtra.

22.1.2 The CPG shall be returned to the bidder after successful completion of the entire work to the fullest satisfaction of the MSEDCL at the end of the contract period.

22.1.3 No interest shall be paid on CPG

23. Corrupt and Fraudulent Practices

The Maharashtra State Electricity Distribution Company Ltd. and the State require that the bidders observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, MSEDCL:

a) defines for the purposes of this provision, the terms set forth below as follows:

- i. “corrupt practice” means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves and/or those close to them, or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; and
- ii. (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the MSEDCL, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the MSEDCL of the benefits of free and open competition

b) will reject a proposal for award if it determines that the bidder recommended for award is engaged in corrupt or fraudulent practices in competing for the contract in question;

- c) will declare a firm ineligible, either indefinitely or for a specific period of time, to be awarded an MSEDCL contract if at any time if it is found that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, an MSEDCL Assignment.

SECTION-II - ANNEXURES

ANNEXURE 1: BID PROPOSAL

(To be submitted on Letter Head of the Bidder)

Bidders' Name:

Full Address:

Telephone No:

Email:

Ref No:

To,
Chief Engineer (Renewable Energy)
Maharashtra State Electricity Distribution Limited
Renewable Energy Section,
5th Floor, 'Prakashgad', Bandra (East), Mumbai - 400 051

Sub: Appointment of Consultant for preparation of DPRs, including Technical feasibility/Design & associated activities, for development of solar projects on the land available with Lift Irrigation schemes "

Ref.:.....

Dear Sir,

We, the undersigned bidder, having read and examined in detail the specification and documents pertaining to the works as stated above for Preparation of Detailed Project Reports (DPR), including Technical feasibility/Design & associated activities, for development of solar projects on the land available with Lift Irrigation schemes"

We hereby propose to perform the works as a fully coordinated package as set forth in your Tender Documents.

1.0 BID VALIDITY:

We confirm that all the terms, conditions and price of this proposal are valid for acceptance for a period of 90 days from Originally Scheduled Bid Submission Date i.e.

2.0 We are a -----(Name of bidder's country)----- firm and do hereby confirm that –

1) The above prices will be firm in all respects throughout the period of this assignment.

2)The above quoted lump sum fee includes all Taxes , Duties & Levies etc. payable by us under this assignment.

3) We hereby confirm that if any Income Tax, Surcharge or any other Corporate tax is attracted under the law we agree to pay the same to the concerned authorities.

4) We confirm that the Prices and other terms and conditions of this proposal are valid for a period of (90) ninety days from Originally Scheduled Bid Submission Date.

3.0 BID SECURITY:

Bidder shall be required to submit EMD of Rs. 1,00,000/- (Rupees One lakhs) for “Appointment of Consultant for preparation of DPRs, including Technical feasibility/Design & associated activities, for development of solar projects on the land available with Lift Irrigation schemes”

4.0 DEVIATIONS:

We hereby confirm that we agree to and seek no deviations from the scope of work, time schedule, payment terms and all other terms and conditions as contained in the ‘Bid Document’. The proposal is unconditional. We declare that the services will be rendered strictly in accordance with the specifications. We confirm our acceptance/compliance to the ‘Terms of payment’ clauses as stipulated in the bid documents.

5.0 FAMILIARITY WITH RELEVANT INDIAN LAWS & REGULATIONS:

We confirm that we have studied the provisions of relevant Indian laws & regulations as required enabling us to quote for this bid & as required to execute the works in the event this contract is awarded to us.

6.0 PERFORMANCE GUARANTEES FOR THE PERFORMANCE OF THE CONTRACT:

We confirm that Contract Performance Guarantee for ten (10) % of the total contract price in the form of bank guarantee shall be provided by us as per the prescribed format in case of placement of award.

7.0 QUALIFICATIONS:

We confirm that we are qualified consultants who regularly rendered the services of the type and qualities specified and have adequate technical knowledge and practical experience. We also confirm that we do not anticipate change in the ownership of our company/firm during the proposed period of work and we have adequate financial stability and status to meet the functional obligations pursuant to the scope of work. The full details regarding qualifications etc. are enclosed as specified by you.

8. 0 We hereby specifically confirm that we agree to the provisions of the clauses like

- i) Adhere strictly to the Work Completion Period.
- ii) Confirm to all the specified Commercial Terms & Conditions such as a) Bid Security
- b) Contract Performance Security
- c) Terms of Payment

We also confirm that we are not taking any deviations on above commercial terms & conditions and hence the same is acceptable to us.

9.0 We hereby declare that only the persons or firms interested in this proposal as principals are named here and that no other person or firm other than herein mentioned have any interest in this proposal or in the contract to be entered into if we are awarded the contract. We also confirm that this proposal is

made without any connection with any other person, firm or party likewise submitting a proposal and that this proposal is in all respect fair and in good faith without collusion or fraud.

10.0 We confirm and certify that all the information / details provided in our bid are true and correct.

11.0 We give our unconditional acceptance to the Bid Documents issued by MSEDCL and as amended. We shall execute the Contract Agreement as per the provisions of the Bid Document.

12.0 We certify that all the information provided in our bid are true. We understand that any willful misstatement in the bid may lead to disqualification or cancellation of award if made or termination of contract.

13.0 We certify that all the information provided in our bid are true. We understand that any willful misstatement in the bid may lead to disqualification or cancellation of award if made or termination of contract.

14.0 We also declare that by taking this assignment we do not have any conflict of Interest with any of our prior or current obligations to other organizations/clients and also do not have business or family relationship with member(s) of MSEDCL's employees or persons positioned in or on the Board of the organization by whatever process and if found incorrect, we may be debarred from any further engagements by MSEDCL forever

15.0 We certify that all the information provided in our bid, including the information regarding the team members is true. We understand that any willful misstatement in the bid may lead to disqualification or cancellation of award if made or termination of contract. We also understand that in such a case we may be debarred for future assignments with MSEDCL for a period of maximum three years from the date of such disqualification.

16.0 Further, we undertake that in the event of our appointment, given the nature of the work being entrusted, the contents/ essence of any reference/ documents given would not be disclosed to any third person without the express approval of MSEDCL, failing which the engagement of the organization would be terminated.

Thanking you,

Dated the.... day of of

Place:

Office Address:....

Yours faithfully

Signature of the Authorized representative of the Bidder

Name:

Designation:

Seal of the Company:

ANNEXURE 2: Bidder Information Sheet
(To be submitted by bidder on their Letter Head)

SR. No.	Details Required	Details to be filled by the Bidder
1.	Name & Communication Details	
2.	Full legal name of candidate firm	
3.	Registered Office Address	
4.	Telephone	
5.	Telefax	
6.	Nature of business & working experience in years in the same business	
7.	Person to be contacted	

Certified that the above information is true and factual.

Date:.....

Place:.....

(Signature of the Authorized Representative of Bidder)

Name

(Official Address)

Designation

Seal of Company

ANNEXURE 3: Bidder's Organization and Experience

Bidder's Organization

[Provide here a brief (two pages) description of the background and organization of your firm/entity for this assignment.]

Bidders' Experience

Bidder's Registered Name: _____

[Using the format below, provide information on each assignment for which your firm for this assignment, was legally contracted either individually as a corporate entity or as one of the major companies within an association, for carrying out consulting services similar to the ones requested under this assignment.]

Assignment name:	Approx. value of the contract (in Rs.):
Country:	Duration of assignment (months):
Location within country:	Total No of staff-months of the assignment:
Name of Client:	Approx. value of the services provided by your firm under the contract (in Rs.):
Address:	No of professional staff-months provided by associated Bidders:
Start date (month/year): Completion date (month/year):	Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):
Name of associated Bidders, if any:	
Narrative description of Project:	
Description of actual services provided by your staff within the assignment:	

Certified that the above information is true and factual.

1.It is hereby certified that our company has actually carried out and completed the above mentioned work/assignments

Date:.....

Place:.....

(Signature of the Authorized Representative of Bidder) Name

(Official Address)

Designation

Seal of Company.....

ANNEXURE 4: Annual Turnover & Financial Position

Bidder's Registered Name: _____

The Bidder must fill in this form

In Rupees

Year Ending	Total Income (Rs. Crores)	Advisory / Consultancy Services Turnover	Profit / Loss
FY 2021-22			
FY 2020-21			
FY 2019-20			
FY 2018-19			
FY 2017-18			
Three Year Turnover			
Average annual turnover			
The information supplied should be the Annual Turnover of the Bidder of the amounts billed to clients for each year for work in progress or completed.			
The Bidder shall submit audited financial statements/ balance sheets in support of its claims			

In Rupees

Year Ending	Capital	Reserves	Net worth	Debt/ Equity Ratio
FY 2021-22				
FY 2020-21				
FY 2019-20				
FY 2018-19				
FY 2017-18				

Copies shall be attached of the audited financial statements/ balance sheets, including all related notes, and income statements for the last three years, as indicated above, complying with the conditions. All such documents reflect the financial situation of the Bidder and not sister or parent companies. Historic financial statements must be audited by a certified Chartered Accountant. Historic financial statements must be complete, including all notes to the financial statements. Historic financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted). Auditor shall provide full details which illustrate how the Current Liabilities have been calculated, using the International Accounting Standards as a basis for such calculations. The necessary supporting documents shall be certified by an independent Auditor/ Chartered Accountant.

ANNEXURE 5: Approach & Methodology and Work Plan

**BIDDERS TO SUBMIT DETAILED ACTION PLAN WITH WORK FLOW CHART AND
RESOURCE ALONG WITH TIME LINE**

ANNEXURE 6: Declaration Sheet

(To be submitted by the bidder on their Letter Head)

I _____certify that all the data furnished in preceding schedules and information pertaining to this RFP the specification are correct and representation of the offer covered by our Proposal No._____ & Date _____.

I hereby confirm that our firm has not been **prevented or black listed** by any other law for time being in force from participating in any tenders by any central public sector undertaking/Central Govt. Agencies/State Govt. Agencies, **in the last 10 years**. Bidders shall also not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the MSEDCL, World Bank, Asian Development Bank, SERCs, Other Licensees or any State within India in accordance with Clause 25.

I hereby certify that I am duly authorized representative of the bidder whose name appears above my signature.

Bidder's Name :

Authorised representative's Signature: Authorised Representative's Name :

Bidder's Intent : The Bidder hereby agrees to comply with the requirements and intent of this specification for the price indicated.

Date:.....

Place:.....

(Signature of the Authorized Representative of Bidder)
(Official Address)

Name
Designation
Seal of Company.....

**ANNEXURE 7: POWER OF ATTORNEY (to be provided by the bidding company in favor of its representative as evidence of authorized signatory's authority.)
(To be on non-judicial stamp paper of Rs. 100)**

KNOW ALL MEN BY THESE PRESENTS, that we, (Name of the Bidder), 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 Maharashtra State Electricity Distribution Company Limited vide Bid Specification No -----for **"Appointment of Consultant for preparation of DPRs, including Technical feasibility/Design & associated activities, for development of solar projects on the land available with Lift Irrigation schemes "**

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

2. Signature

Name

Designation

ANNEXURE 8: Proforma for Earnest Money Deposit

(To be stamped in accordance with the stamp act)

WHEREAS, _____ [Name of Bidder] (hereinafter called “the Bidder”) has submitted his bid dated _____, 2022, “**Appointment of Consultant for preparation of DPRs, including Technical feasibility/Design & associated activities, for development of solar projects on the land available with Lift Irrigation schemes**”. (hereinafter called “the Bid”).

KNOW ALL PEOPLE by these presents that We _____ [Name of Bank] of [Name of Country] _____ having our registered office at _____ (hereinafter called “the Bank”) are bound unto the Maharashtra State Electricity Distribution Company Limited, represented by the **Chief Engineer (RE)**, Maharashtra State Electricity Distribution Co. Ltd., Prakashgad, 5th Floor, Prof. Anant Kanekar Marg, Bandra (East), Mumbai 400 051, Maharashtra India (hereinafter called the “MSEDCL”) in the sum of Rs. _____ (Rupees _____ only) for which payment will and truly to be made to the said MSEDCL. The Bank binds himself, its successors and assigns by these presents. This guarantee will be payable at our branch office at _____ [Address of branch office at Mumbai, Maharashtra], SEALED with the Common Seal of the said Bank this ____ day of _____, 2022.

THE CONDITIONS of this obligation are:

- 1) if the Bidder withdraws his Bid during the period of Bid validity (i.e. period of 90 days after the date of bid opening); or
- 2) if the Bidder refuses to accept the correction of errors in his Bid; or
- 3) if the Bidder is determined at any time prior to Award of Contract to have engaged in corrupt or fraudulent practices in competing for the contract; or
- 4) if the Bidder, having been notified of the acceptance of his Bid by the MSEDCL during the period of Bid validity:
 - a) fails or refuses to execute the Form of Contract in accordance with the Instructions to Bidders, if required; or
 - b) fails or refuses to furnish the Security deposit, in accordance with the Instructions to Bidders;

We undertake to pay to the MSEDCL up to the above amount upon receipt of its first written demand, without the MSEDCL having to substantiate his demand, provided that in its demand the MSEDCL will note that the amount claimed by him is due to him owing to the occurrence of one or all of the above conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date 90 days after the deadline for submission of bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the MSEDCL, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

DATE _____

Signature of Bank's authorized officer

SEAL _____

Signature of Bank's second authorized officer

SEAL

ANNEXURE 9: Proforma for Contract Performance Guarantee

(On Non-Judicial Stamp Paper of Rs. 100/- from Nationalized bank along with confirmation letter from the bank)

Bank Guarantee No..... & date.....

Issue date: (For Rs.)

Expiry date:

Claim period:

To:

Maharashtra State Electricity Distribution Company Limited

Represented by

Chief Engineer (RE)

Maharashtra State Electricity Distribution Co. Ltd.

Prakashgad, 5th Floor

Prof. Anant Kanekar Marg, Bandra (East)

Mumbai 400 051, India

WHEREAS [name and address of Consultant] (hereinafter called "Consultant") has undertaken, in pursuance of TENDER NO: _____ **"Appointment of Consultant for preparation of DPRs, including Technical feasibility/Design & associated activities, for development of solar projects on the land available with Lift Irrigation schemes"** (hereinafter called "the Contract of services" or "Services");

AND WHEREAS it has been stipulated by you in the said Contract that,

The Consultant shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligation in accordance with the Contract;

AND WHEREAS we (name and address of the Bank) have agreed to give the Consultant such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Consultant, up to a total of _____ [amount of Guarantee----- *An amount to be inserted by the Guarantor, representing 10% of the Contract Price and denominated in Indian Rupees as specified in the Contract..*] _____ [in words], and we undertake to pay you, through our branch office at _____ [Address of branch office at Mumbai, Maharashtra], upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ [amount of Guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents

which may be made between you and the Consultant shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until the date of completion of the defect's liability period, with a claim period of further one month i.e. upto.....

Notwithstanding anything contained herein above:

Our liability under this guarantee shall not exceeds Rs..... (Rs.....Only)

This Bank Guarantee shall valid upto date..... And claim period upto.....

We are liable to pay the Bank Guarantee amount or any part thereof under this Bank Guarantee only any if you serve upon us a written claim or demand on or before..... (Claim period)

The bank guarantee is made applicable from this _____day of 2022 at Mumbai

Yours truly, _____

Signature and seal of the Guarantor: _____

Name of Bank/Financial Institution: _____

Address: _____

Date: _____

ANNEXURE 10: PRICE BID
(To be submitted online only)

E-Tender No: _____

Sub: "Appointment of Consultant for preparation of DPRs, including Technical feasibility/Design & associated activities, for development of solar projects on the land available with Lift Irrigation schemes"

To: Maharashtra State Electricity Distribution Company Ltd.
Represented by the:

Chief Engineer (RE)

Maharashtra State Electricity Distribution Co. Ltd.
Prakashgad, 5th Floor, Prof. Anant Kanekar Marg, Bandra (East)
Mumbai 400 051, India

I _____ (Name) on behalf of _____ (Name of the agency) herewith submit the Financial Proposal for "Appointment of Consultant for preparation of DPRs, including Technical feasibility/Design & associated activities, for development of solar projects on the land available with Lift Irrigation schemes":

SR. No.	Description of Work	Unit Rate (In Rs.)	GST IN (%)	Total Amount including GST (In Rs.)
		A	B	$C = A + (A*B/100)$
1	Preparation & submission of DPR as per the Scope mentioned in the Bid Documents			

Note:

1. The price offer for the Assignment should be quoted on lump sum basis including, all taxes and duties applicable at the time of bid submission including GST. No escalation for any reason whatsoever shall be allowed over and above the bid price till completion of the assignment.
2. The agency shall quote prices taking into consideration of the complete scope of work, any item left out and not specifically mentioned but are required for completion of the work shall be carried out by the bidder without any additional cost to MSEDCL.
3. All expenses including travel expenses, boarding & lodging expenses, etc. incurred by the selected agency (except statutory payments and applicable taxes) for carrying out all the activities as per scope of work will be borne by the selected agency and MSEDCL will not take any responsibility whatsoever on this account.

4. The financial proposal with condition(s) or alternate price bid will be summarily rejected.

Date:.....

Place:.....

(Signature of the Authorized Representative of Bidder)

(Official Address)

Name

Designation

Seal of Company.....

ANNEXURE 11: List of Sites

प्रपत्र उपसा जलसिंचन योजनेकरीता पथदर्शी सौरऊर्जा प्रकल्प उभारणीसाठी सादर करावयाची माहिती														
अ. क्र.	महामंडळाचे नांव	प्रस्तावित सौरऊर्जा प्रकल्पाच्या जागेचे ठिकाण	ग्राम पंचायत	तालुका	जिल्हा	उपसा जलसिंचन योजनेची नावे	जोडलेला भार (कि.वॅ.)	सौर ऊर्जा प्रकल्पाच्या प्रस्तावित क्षमता (मे.वॅ.)	उच्चदाब उपसा जलसिंचन ग्राहक क्रमांक/लघुदाब जलसिंचन ग्राहक क्रमांक	उपलब्ध जमिनीचा तपशील			जवळच्या महाविद्यालयाच्या ३३/११ के.व्ही. उपकेंद्र	प्रस्तावित सौर ऊर्जा प्रकल्पाबाबत महाविद्यालयाच्या उपकेंद्रापर्यंतचे अंदाजे अंतर कि.मी.
										जागा (एकर)	अक्षांश	रेखांश		
१.	VIDC	नेरला उपसा सिंचन योजना	नेरला	पवनी	भंडारा	नेरला	९४२७	३ मे.वॅ.	४३५७६९०५५७९०	१६.०६२	२०° १६' ५०"N	७९° ६८' ७०"E	अड्याळ	३.५ कि.मी.
२.	TIDC	वाघूर उपसा सिंचन योजना	हिवरखेडे बुद्रुक	जामनेर	जळगाव	वाघूर उपसा सिंचन योजना टप्पा क्र.१	४०२९	१ ते ३ मे.वॅ.	०७६०५०४०९६८	१०	२०° ५१' ५६"N	७५° ४३' १७"E	जामनेर	८ कि.मी.
३	MKVDC	पुरेर उपसा सिंचन योजना	शिववणे	हवेली	पुणे	पुरेर उपसा सिंचन योजना	२५५३२	३ मे.वॅ.	१००९७९०३७८३०	१४.८२	१८° ४५' ३१"N	७४° ११' ०९"E	३३/११ के.व्ही. उपकेंद्र शिववणे	०.५ कि.मी.
४.	MKVDC	बाशीं डिसियो	रिचोरे/ लक्ष्याची वाडी	माढा/ बाशीं	सोलापूर	बाशीं डिसियो	४४०४.००	४.४ मे.वॅ.	HITA- ३३४३३९०५५१४०	टप्पा-१ २०.९७९ टप्पा-२ ४.१७६	१८° ०८' ००" N	७५° ३२' ००"E	बाशीं	५ कि.मी.
५.	GMIDC	ब्रम्हगळण उपसा सिंचन योजना भाग-२	कातपूर	पेठण	औरंगाबाद	ब्रम्हगळण उपसा सिंचन योजना भाग-२	५,०१०	५ मे.वॅ.	--	२०	१९° ५१' ५२" N	७५° ३७' ३६"E	पेठण	५.५ कि.मी.

EDRIVE/SARIKACHOLDHARI/२०२२/CR८२-२०२२