

MAHATMA PHULE BACKWARD CLASS DEVELOPMENT  
CORPORATION LIMITED

(A Govt. of Maharashtra Undertaking)



Enquiry FOR SELECTION OF SOLAR POWER CONSULTANT  
(SPC) FOR FILING PETITION AND SIGNING PPA WITH  
MSEDCL FOR SETTING UP 125 to 150 MW SOLAR PROJECT  
AT SANGLI IN PUNE REVENUE DIVISIONS OF  
MAHARASHTRA

## **INTRODUCTION**

### **1.1 Background**

- 1.1.1 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.
- 1.1.2 The Mahatma Phule Backward Class Development Corporation Ltd is set up by the Govt. of Maharashtra as on 10<sup>th</sup> 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.
- 1.1.3 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.
- 1.1.4 MAHAPREIT has decided to develop around 125 to 150 MW Solar Park at Sangli and the land for the same has been identified. Further, the feasibility report for setting up Solar Park at Sangli has been prepared. The Solar park intends 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.

### **1.2 Enquiry for Proposal**

MPBCDC LTD invites the Enquiry for Proposal on enquiry basis for selection of Solar Power Consultant (SPC) for filing petition to MERC and signing PPA with MSEDCL for setting up 125 to 150 MW Solar Parks at Sangli in Pune Revenue Divisions of Maharashtra.

### **1.3 Validity of the Proposal**

The Proposal shall be valid for a period of not less than 120 days from the Proposal Due Date (the PDD”).

## **1.4 Communications**

14.1 All communications including the submission of Proposal should be addressed to:  
The General Manager , MPBCDC Ltd,  
Juhu Shopping Complex, Gulmohar Lane -9,  
JVPD, Juhu, Mumbai.

14.2 The Official Website of the MPBCDC is:  
[www.mahatmaphulecorporation.com](http://www.mahatmaphulecorporation.com)

14.3 All communications, including the envelopes, should contain the following information, to be marked at the top in bold letters:

Enquiry No. MHA/CGM/REEM/Solar Park/619

Name of the Project “Selection of Solar Power Consultant (SPC) for filing petition to MERC and signing PPA with MSEDCL for setting up 100 MW Solar Parks at Sangli in Pune Revenue Divisions of Maharashtra.”

## **2.1 Conflict of Interest**

2.1.1 The consultant shall hold the Owner’s interest paramount and strictly avoid conflict with other assignments or their corporate interests.

2.1.2 Prohibition of Conflicting Activities

The consultant and their affiliates shall not engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.

## **2.2 Time Schedule/Completion Period**

The estimated time period for completion of the assignment is two months from the date of issue of the work order. However, this could undergo a change and completion of all

activities will be the terminal point of the assignment being quoted by the bidder and not the time duration.

### **2.3 Cost of Proposal**

The Applicants shall be responsible for all of the costs associated with the preparation of their Proposals and their participation in the Selection Process including subsequent negotiation, visits to the Authority, Project site etc. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

### **2.4 Right to reject any or all Proposals**

Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.

### **2.5 Language**

The Proposal with all accompanying documents (the “**Documents**”) and all communications in relation to or concerning the Selection Process shall be in English language. In case any of these Documents is in another language, it must be accompanied by an accurate translation of the relevant passages in English, in which case, for all purposes of interpretation of the Proposal, the translation in English shall prevail.

### **2.6 Format and signing of Proposal**

261 The Applicant shall provide all the information sought under this enquiry. The Authority would evaluate only those Proposals that are received in the specified Annexures and complete in all respects.

262 The Proposal shall be typed or written in indelible ink and signed by the authorized signatory of the Applicant who shall initial each page, in blue ink. In case of printed and published Documents, only the cover shall be initialed. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialed by the person(s) signing the Proposal. The Proposals must be properly signed by the authorized representative (the “**Authorized Representative**”) as detailed below:

(a) by the proprietor, in case of a proprietary firm; or

(b) by a partner, in case of a partnership firm and/or a limited liability partnership; or

(c) by a duly authorized person holding the Power of Attorney, in case of a Limited Company or a corporation; or

A copy of the Power of Attorney certified under the hands of a partner or director of the Applicant and notarized by a notary public in the form specified in Annexure II shall accompany the Proposal.

## **2.7 Financial Proposal**

- 27.1 Applicants shall submit the financial proposal in the formats at Appendix clearly indicating the total cost of the Consultancy (Annexure-III) in both figures and words, in Indian Rupees, and signed by the Applicant's Authorized Representative. In the event of any difference between figures and words, the amount indicated in words shall prevail. In the event of a difference between the arithmetic total and the total shown in the Financial Proposal, the lower of the two shall prevail.
- (i) Costs shall be expressed in INR excluding GST which shall be indicated separately in the Financial Proposal.

## **2.8 Submission of Proposal**

- 28.1 The Applicants shall submit the Proposal in ONLY IN HARD BOUND FORM with all pages numbered serially and by giving an index of submissions. Each page of the submission shall be initialed by the Authorized Representative of the Applicant as per the terms of the enquiry.
- 28.2 The Proposal will be sealed in an outer envelope which will bear the address of the Authority, enquiry number, Consultancy name and the name and address of the Applicant. It shall bear on top, the following:  
"Do not open, except in presence of the Authorized Person of the Authority" If the envelope is not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the Proposal submitted and consequent losses, if any, suffered by the Applicant.
- 28.3 The completed Proposal must be delivered on or before the specified time on Proposal Due Date. Proposals submitted by fax, telex, telegram or e-mail shall not be entertained.
- 28.4 The Proposal shall be made in the Annexures specified in this enquiry. Any attachment to such Annexures must be provided on separate sheets of paper and only information that is directly relevant should be provided. This may include photocopies of the relevant pages of printed documents. No separate documents like company brochures, copy of contracts etc. will be entertained.
- 28.5 The rates quoted shall be firm throughout the period of performance of the assignment upto

and including acceptance of the deliverables by the Authority and discharge of all obligations of the Consultant under the Agreement.

## **2.9 Proposal Due Date**

2.9.1 Proposal should be submitted on or before 18/07/2022 up to 11.30 hrs.

## **2.10 Late Proposals**

Proposals received by the Authority after the specified time on Proposal Due Date shall not be eligible for consideration and shall be summarily rejected.

## **2.11 Evaluation of Proposals**

2.11.1 Prior to evaluation of Proposals, the Authority will determine whether each Proposal is responsive to the requirements of the enquiry. The Authority may, in its sole discretion, reject any Proposal that is not responsive hereunder. A Proposal shall be considered responsive only if:

- (a) The Technical Proposal is received in the form specified at Annexure I;
- (b) It is received by the Proposal Due Date including any extension thereof;
- (c) It is signed, sealed, bound together in hard cover.
- (d) It is accompanied by the Power of Attorney
- (e) It contains all the information (complete in all respects) as requested in the enquiry.
- (f) It does not contain any condition or qualification; and
- (g) It is not non-responsive in terms hereof.

2.11.2 The Authority reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Proposals.

2.11.3 Applicants are advised that Selection will be entirely at the discretion of the Authority. Applicants will be deemed to have understood and agreed that no explanation or justification on any aspect of the Selection Process or Selection will be given.

2.11.4 Any information contained in the Proposal shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Applicant if the Consultancy is subsequently awarded to it.

## **2.12 Confidentiality**

Information relating to the examination, clarification, evaluation, and recommendation for the selection of Applicants shall not be disclosed to any person who is not officially

concerned with the process or is not a retained professional adviser advising the Authority in relation to matters arising out of, or concerning the Selection Process. The Authority will treat all information, submitted as part of the Proposal, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/or the Authority.

### **2.13 Clarifications**

- 2.13.1 To facilitate evaluation of Proposals, the Authority may, at its sole discretion, seek clarifications from any Applicant regarding its Proposal. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.
- 2.13.2 If an Applicant does not provide clarifications sought within the specified time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, the Authority may proceed to evaluate the Proposal by construing the Particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation of the Authority.

### **2.14 Placement of work order**

A detailed work order will be issued to the the selected bidder incorporating all the terms and conditions for execution of the contract.

### **2.15 Proprietary data**

Subject to the provisions of Clause 2.20, all documents and other information provided by the Authority or submitted by an Applicant to the Authority shall remain or become the property of the Authority. Applicants and the Consultant, as the case may be, are to treat all information as strictly confidential. The Authority will not return any Proposal or any information related thereto. All information collected, analyzed, processed or in whatever manner provided by the Consultant to the Authority in relation to the Consultancy shall be the property of the Authority.

### **2.17 Acceptance of Proposal**

The proposal with lowest financial quote shall be considered for award of assignment.

## **3 TERMS OF REFERENCE/SCOPE OF WORK, DELIVERABLES AND PAYMENT TERMS**

### **3.1 Part A :- The Scope of Work for the assignment is as under:-**

**Module I:** Assistance in finalizing the PPA to be executed between MAHAPREIT and MSEDCL for supply of power from Solar Project at Sangli.

**Module II:** Assistance in obtaining MERC's approval for tariff and PPA.

### **3.2 TERMS OF REFERENCE: -**

The detailed Terms of Reference proposed by VEPL for the assignment is as under:

#### **Module I: Assistance in finalizing the PPA to be executed between MAHAPREIT and MSEDCL for supply of power from solar Project at Sangli**

- 1.Preparation of PPA based on standard PPA of MSEDCL for procuring power from Solar Projects.
- 2.Discussions with MAHAPREIT and MSEDCL officials on finalization of PPA.
- 3.Preparation of revised PPA for execution incorporating the comments of MAHAPREIT and MSEDCL.

#### **Module II: Assistance in obtaining MERC approval for tariff and Tariff**

- 1.Preparation of Petition for obtaining MERC's approval for the PPA to be executed with MSEDCL and Tariff for supply of power from Sangli Solar Project MSEDCL under Section 86 1 (b) of the Electricity Act, 2003.
- 2.Finalising the Petition based on discussion with MAHAPREIT and MSEDCL officials for necessary submission to MERC.
- 3.Assistance in replying to the queries raised by the MERC on the Petition filed;
- 4.Assistance during regulatory process undertaken by MERC and appearing on behalf of in the hearing conducted by MERC;
- 5.Assistance in analyzing the Order, on issuance by the MERC and suggesting way forward, if required.

### **3.3 TIMEFRAME & DELIVERABLES: -**

The time-frame depends on the regulatory process followed by MERC and the time taken for the same cannot be estimated accurately.

We will submit the following Phase-wise Deliverables during the course of the assignment:

#### **Module I**

1. PPA incorporating the changes suggested by MAHAPREIT and MSEDCL.

#### **Module II**

- 1.Final Petition/Application after incorporating suggestions and comments of MAHAPREIT and MSEDCL.
- 2.Replies to queries raised by the MERC on the Petitions filed.
- 3.Presentation to be made to MERC during the hearing.
- 4.Replies to objections and comments by stakeholders, if any.
- 5.Analysis of the Order issued by MERC.

**Part B :- PAYMENT TERMS**

**1. Schedule of Payment: -**

The schedule of payment for the Professional Fees shall be as follows:

- Submission of Final Petition - 50%
- After issue of Order by MERC - 30%
- After signing of PPA with MSEDCL - 20 %

**2. Taxes/Duties:-**

Above Fees excludes any taxes and duties. Goods & Service Tax (GST), as applicable,

## **4 ANNEXURES**

### **ANNEXURE I**

#### **APPLICATION PROFORMA FOR CONSULTANTS**

<b>General Information</b>		Ref. page No. of documentary proof in the Application
(i) Name and address of the consultant/consulting firm		
(ii) Whether Pvt. Ltd. Company/JV/Public Co./Others		
(iii) Name of the authorized contact person /representative duly certified by the head of the consulting firm		
(iv) Profile of the firm (Please elaborate field of activities)		
<b>STRUCTURE &amp; ORGANISATION OF FIRM</b>		
Date, month and year of incorporation of Firm		
Standing of the firm (As on 01.04.2021)	__Years	
NOTE: (i) ( The consultant shall submit, a copy of original document defining constitution or legal status, place of registration, principal place of business and power of attorney. In case of a proprietary firm and partnership firm, the document related to registration of the firm with concerned government department shall be submitted. In case of a company, Memorandum of Association and Article of Association, Name of directors and shareholders shall also be furnished.)		

**Annexure-II**

**Power of Attorney**

Know all men by these presents, we, ..... (name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorize Mr / Ms..... son/daughter/wife and presently residing at ....., who is presently employed with us and holding the position of ..... as our true and lawful attorney (hereinafter referred to as the “Authorized Representative”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for and selection as the Consultant for       [Name of Project]      , proposed to be developed by the MPBCDC including but not limited to signing and submission of all applications, proposals and other documents and writings and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us till the entering into of the Agreement with the Authority.

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

IN WITNESS WHEREOF WE, ..... THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF , 2014

For .....

(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

Notarized Accepted

.....

(Signature, name, designation and address of the Attorney)

Notes:

*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 when it is so required the same should be under common seal affixed in accordance with the required*

*procedure. The Power of Attorney should be executed on a non-judicial stamp paper of Rs. 100 (one hundred) and duly notarized by a notary public.*

*Wherever required, the Applicant should submit for verification the extract of the charter*

*documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.*

### Annexure III

#### Financial Proposal

Subject: .....”

Part A:- Submission of petition to MERC and signing PPA with MSEDCL

Item	Rate in Rs
Total Cost of Scope of work for filing petition to MERC and signing PPA with MSEDCL	----- ( Rs in Words ) ----- ( Rs in Figure)
Goods & Service Tax	----- ( Rs in Words ) ----- ( Rs in Figure)
Total	----- ( Rs in Words ) ----- ( Rs in Figure)

Date :-

Name of agency :--

Signature :--

Seal :-