

## Expression of Interest (RFx NO:3000032546)

**Subject – EOI for calling offers from interested Bidders for setting up of 600 MW cumulative Capacity Solar PV Power Projects of 100MW cumulative capacity each in six region of Maharashtra under “Mukhyamantri Saur Krishi Vahini Yojna”.**

Mahagenco intends to invite offers from interested Bidders /Developers for setting up Solar Power Plant/Plants of cumulative capacity up to 600MW in various regions of Maharashtra. 100MW cumulative capacity each shall be allotted in Nagpur, Amravati, Aurangabad, Konkan, Nashik and Pune. Individual solar project capacity shall be 2 MW to 10MW as per availability of substation connectivity.

1. Bidder can be Public Limited Company/Private Limited Company/Consortium/ Government Companies/ Public Sector Undertakings.
2. Bidders shall register itself at the website address <https://eprocurement.mahagenco.in> on online payment of vendor registration fees Rs.5000/- plus GST as applicable sufficiently before the last date of submission of the offer against the EOI. Vendor registration fees are not refundable.
3. The bidder shall submit the Earnest Money Deposit (EMD) of Rs. 25,000/- per MW in the form of Bank Guarantee for the capacity (MW) offered. **As per the enclosed Annexure-C**
4. Bidder will have to submit following in the offer:
  - i. Tariff in Rupees per kWh
  - ii. Total capacity offered with locations and substation for connectivity
  - iii. EMD in the form of Bank Guarantee valid for 6 months from the date of bid submission.
  - iv. Land details along with relevant documents
  - v. Financial documents viz. Company Turnover, Net worth etc. during last three years
5. Mahagenco will carry out reverse bidding for selection of the Solar Power Developer (SPD). The base tariff per kWh will be fixed for reverse bidding by Mahagenco after the analysis of the tariff quoted by bidders in EOI. The detailed process of reverse bidding will be informed to the bidders later on their email.
6. Bidders shall arrange land for the project. It could be the own land/ leased land near to 11kV substation of MSEDCL. Capacity of each individual project shall be 2MW to 10MW as per the available grid connectivity feasibility provided by MSEDCL for the particular substation. Bidder has to ensure & assess the capacity and grid connectivity of substation at his own risk and cost.
7. Bidders shall carry out the pre-feasibility of the available land & will prepare the bankable DPR, financial model & will have to get project related permissions & statutory clearances for the site.
8. Bidders shall Design, Engineering, Manufacture, Supply, Erection, Testing and Commissioning Solar Power Project/s along with power evacuation arrangement. Bidder shall be responsible for Operation and Maintenance of the Solar Power Project & evacuation arrangement for the period of 25 years.

9. Bidders shall be solely responsible for financial closure of the project.
10. Bidders will construct & erect complete evacuation line along with & ABT meters from the switchyard of solar power project to the nearest MSEDCL/MSETCL substation. Energy meter (ABT) will be located at MSEDCL Substation.
11. Bidder/SPD shall be responsible for construction of bays and installation of all necessary associated equipment and protection and metering system at interconnection point at MSEDCL substation. The maintenance of the evacuation line will be responsibility of Bidder.
12. All the statutory & mandatory permits/permissions/licenses/clearances from various agencies like MSEDCL, MEDA and CEIG etc. shall be responsibility of Bidder/SPD and whatever expenses on account of these will be borne by bidder/SPD.
13. Bidder/SPD shall be responsible for applicable taxes/duties/cess or other charges during execution of the project and thereafter 25 years of PPA period.
14. Interested Bidders who are having own/leased land or can arrange land near 11kV substation of MSEDCL in which separate AG feeders are connected & wish to set up solar power plant of requisite capacity to cater the respective AG load of feeder are requested to submit their offer along with tariff offered through e-procurement portal and other documents as mentioned at Sr. No. 4 of this EOI & in hard copies also on the following address **on or before 15.11.2022** at the office of:

Chief Engineer (Solar Power Generation Department - Projects)  
Maharashtra State Power Generation  
Co. Ltd., HDIL Tower, A-Wing, 4<sup>th</sup>  
floor, Plot No. G-9,  
Bandra (East), Mumbai - 400051  
email: [cespgd@mahagenco.in](mailto:cespgd@mahagenco.in) [dycespgd@mahagenco.in](mailto:dycespgd@mahagenco.in)

15. Bidder should submit their EOI offer as per the enclosed **Annexure-A & B** on the portal.
16. EOI offer received after last date of submission shall not be considered for evaluation.

**17. Scope of Mahagenco:**

Mahagenco will sign the Power Purchase Agreement (PPA) with selected Solar Power Developer (SPD) and will sign back-to-back Power Sale Agreement (PSA) with MSEDCL at the tariff arrived in the reverse bidding plus the trading margin approved by MERC.

18. Mahagenco reserve sole rights to decrease or increase or reallocate or cancel the cumulative capacity of each region of Maharashtra or entire cumulative capacity mentioned in EOI.

(Annexure-A)

EOI FOR CALLING OFFERS FROM INTERESTED BIDDERS FOR SETTING UP OF 600 MW CUMULATIVE CAPACITY SOLAR PV POWER PROJECTS OF 100MW CUMULATIVE CAPACITY EACH IN SIX REGIONS OF MAHARASHTRA UNDER “MUKHYAMANTRI SAUR KRISHI VAHINI YOJNA”.

(EXPRESSION OF INTEREST: **APPLICATION FORM**)

(To be submitted on APPLICANT’s Letter Head but letter head is not required if applying as individual.)

Ref No.

Date:

Chief Engineer (Solar Projects)  
Maharashtra State Power Generation Co. Ltd., HDIL  
Tower, A-Wing, 4<sup>th</sup> floor, Plot No. G-9,  
Bandra (East), Mumbai - 400051  
email: [cespgd@mahagenco.in](mailto:cespgd@mahagenco.in) [dycespgd@mahagenco.in](mailto:dycespgd@mahagenco.in)

Dear Sir,

**Sub: EOI for calling offers from interested Bidders for setting up of 600 MW cumulative Capacity Solar PV Power Projects of 100MW cumulative capacity each in six region of Maharashtra under “Mukhyamantri Saur Krishi Vahini Yojna”.**

We, the undersigned, express our interest for the subject EOI and declare the following:

- a) We are duly authorized to represent and act on behalf of \_\_\_\_\_ (name of the firm).
- b) We have examined and have no reservations to the EOI document including Amendment No(s) & Clarification No(s) (if any).
- c) With reference to your invitation for EOI dated \_\_\_\_\_, we are furnishing herewith all the required details as per the prescribed Annexures.
- d) We hereby express our willingness that our offer/application shall be valid for 180 days from the date of opening of application.
- e) MAHAGENCO and /or its authorized representatives are hereby authorized to conduct any inquiries or investigations to verify the statements, documents and information submitted in connection with this application and to seek clarifications from our bankers/suppliers and clients.
- f) This application will also serve as authorization to seek/request information as deemed necessary from any individual or authorized representative of any institution referred in the supporting document provided by APPLICANT.

| Name & designation of contact person | Address for communication | Telephone/Mobile No | Email ID |
|--------------------------------------|---------------------------|---------------------|----------|
|--------------------------------------|---------------------------|---------------------|----------|

- g) MAHAGENCO and /or its authorized representatives may contact the following nodal persons for further information on any aspects of the application:

h) This application is made in the full understanding that:

1. Through this EOI, MAHAGENCO intends to identify interested and capable parties for setting up of solar power plants in the State of Maharashtra under scheme “Mukhyamantri Saur Krishi Vahini Yojna(MSKVY)”. This EOI is not intended for empanelment of APPLICANT or pre-qualification of APPLICANT.
2. EOI process will be subject to verification of all information submitted at the discretion of MAHAGENCO.
3. MAHAGENCO reserves the right to reject/accept or partially accept any or all applications, cancel/withdraw the EOI process without assigning any reason whatsoever and in such case, APPLICANT shall not have any claim against MAHAGENCO arising out of such action.
4. The purpose of inviting this EOI is to identify the APPLICANTs through EOI who are interested for setting up of solar power plants in the State of Maharashtra under the scheme “Mukhyamantri Saur Krishi Vahini Yojna(MSKVY)”. Based on the outcome of Expression of Interest, MAHAGENCO will select the bidders for various region wise locations for setting up of solar power plants in the State of Maharashtra under scheme “Mukhyamantri Saur Krishi Vahini Yojna(MSKVY)”. The offer given by the applicant shall be valid till 180 days from the date of opening of bid/applications received in EoI. In case any applicant, withdraw/or change its offer within 180 days from the date of opening of applicants received by EoI, the applicant shall be blacklisted and shall be debarred in future tender/EoI issued by MAHAGENCO for 06 months from the date of withdrawal of offer by applicant. MAHAGENCO, at its own discretion may requests applicants to increase the validity of offer, beyond the said 180 days with same terms and conditions of the said EoI, the applicant(s) may/may not agree for extension of the said offer.

The undersigned declare that the statements made and the information provided in the duly completed application are complete, true and correct in every detail.

SIGNATURE  
(AUTHORISED SIGNATORY)  
(OFFICE STAMP)

Date.....

Name .....Designation.....

Place.....

(Annexure-B)

Format for EOI Offer:

| Sr. No. | Information   | Details   |
|---------|---|---|
| 1       | Applying as<br>(Strike out whichever is not applicable)                                       | Public Limited Company/Private Limited Company/ Consortium / Government Companies/ Public Sector Undertakings |
| 2       | Name & Address of organization  |   |
| 3       | Name of the contact person  |   |
| 4       | Designation   |   |
| 5       | Postal Address for communication  |   |
| 6       | Contact no.   |   |
| 7       | Email ID  |   |
| 8       | GSTIN   |   |
| 9       | PAN   |   |
| 10      | Capacity offered in MW <sub>AC</sub>  |   |
| 11      | EMD details   |   |
| 12      | Interested region of Maharashtra (i.e. Nagpur, Amravati, Aurangabad, Konkan, Nashik and Pune) |   |
| 13      | Past experience of development of Solar Power project, if any.                                |   |
| 14      | Financial status i.e. Turn over & Net worth with relevant documents                           |   |
| 15      | Land details along with relevant documents  |   |

- Attach separate sheet if required.

- Note:

The undersigned declares that the statements made and the information provided in the duly completed application is complete, true and correct in every detail.

SIGNATURE  
(AUTHORISED SIGNATORY)  
(OFFICE STAMP)

Date.....

Name .....Designation.....

Place.....

## ANNEXURE –C

### **FORMAT OF THE UNCONDITIONAL AND IRREVOCABLE BANK GUARANTEE FOR BID SECURITY**

(To be on non-judicial stamp paper of value Rs 500/- (Rs. Five Hundred only) as per Stamp Act relevant to place of execution. Foreign entities submitting Bids are required to follow the applicable law in their country.)

In consideration of the (Insert name of the Bidder) submitting the Bid inter alia for EOI for calling offers from interested Bidders for setting up of 600 MW cumulative Capacity Solar PV Power Projects of 100MW cumulative capacity each in six region of Maharashtra under “Mukhyamantri Saur Krishi Vahini Yojna”. In response to the EOI dated 29.08.2022 issued by Maharashtra State Power Generation Company Limited (hereinafter referred to as MAHAGENCO) and such

MAHAGENCO agreeing to consider the EOI of [Insert the name of the Bidder] as per the terms of the EOI & PPA, the (Insert name and address of the bank issuing the Bid Security, and

address of the head office) (here in after referred to as “Guarantor Bank”) hereby agrees unequivocally, irrevocably and unconditionally to pay to MAHAGENCO at Mumbai (Maharashtra) forthwith on demand in writing from MAHAGENCO or any representative authorized by it in this behalf an amount not exceeding Rupees (Rs ) only [Insert amount not less than Rs three crores],

on behalf of M/s. .[Insert name of the Bidder].

This guarantee shall be valid and binding on the Guarantor Bank up to and including XXXXX (Date of validity of Bid Security in accordance with Clause of this EOI) and shall not be terminable by notice or any change in the constitution of the Guarantor Bank or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between concerned parties.

Our liability under this Guarantee is restricted to Rupees. (Rs. ) only.

Our Guarantee shall remain in force until XXXXX or its authorized representative shall be entitled to invoke this Guarantee until XXXXX.

The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand from MAHAGENCO or its authorized representative, made in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to MAHAGENCO or its authorized representative.

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection, disputes, or disparities raised by the Bidder or any other person. The Guarantor Bank shall not require MAHAGENCO or its authorized representative to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against MAHAGENCO or its authorized representative in respect of any payment made hereunder.

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at Mumbai (Maharashtra) shall have exclusive jurisdiction. This BANK GUARANTEE is payable in currency of India and payable at Mumbai.

The Guarantor Bank represents that this BANK GUARANTEE has been established in such form and

with such content that it is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

This BANK GUARANTEE shall not be affected in any manner by reason of merger, amalgamation, restructuring, liquidation, winding up, dissolution or any other change in the constitution of the Guarantor Bank.

This BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly, MAHAGENCO or its authorized representative shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against the Bidder, to make any claim against or any demand on the Bidder or to give any notice to the Bidder to enforce any security held by MAHAGENCO or its authorized representative or to exercise, levy or enforce any distress, diligence or other process against the Bidder.

The Guarantor Bank acknowledges that this BANK GUARANTEE is not personal to MAHAGENCO and may be assigned, in whole or in part, (whether absolutely or by way of security) by MAHAGENCO to any entity to whom it is entitled to assign its rights and obligations under the RFP Documents if required under pre-intimation to the Bank Concern.

The Guarantor Bank hereby agrees and acknowledges that MAHAGENCO shall have a right to invoke this Bank Guarantee either in part or in full, as it may deem fit.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rs\_\_\_\_\_ (Rs only) and it shall remain in force until XXXXX, with an additional claim period six months thereafter. We are liable to pay the guaranteed amount or any part thereof under this BANK GUARANTEE only if MAHAGENCO or its authorized representative serves upon us a written claim or demand.

In witness whereof the Bank, through its authorized officer, has set its hand and stamp on this . day of at

Witness:

Signature

Signature

Name and address. Name:

1 ..... Designation with Bank Stamp

Signature

Name and address

For: Attorney as per power of attorney No. ....

..... [Insert Name of the Bank]

Banker's Stamp and Full Address:

Dated this ..... day of ..... 20....

Note: The Stamp Paper shall be in the name of the Executing Bank. Dated this day of 20....

Note: The Stamp Paper shall be in the name of the Executing Bank.