



**MAHARASHTRA STATE POWER GENERATION COMPANY LIMITED
(CIN: U40100MH200SSGC153648)**

NOTICE FOR INVITING EXPRESSION OF INTEREST FOR EMPANELMENT OF CONSULTANT FOR ACQUISITION OF LAND FOR DEVELOPMENT OF 2500 MW ULTRA MEGA RENEWABLE ENERGY POWER PARKS (UMREPP) IN MAHARASHTRA UNDER MNRE'S SOLAR PARK SCHEME.

Background:-

Mahagenco in consortium with NTPC Renewable Energy Ltd has decided to execute Ultra Mega Renewable Energy Power Project (UMREPP) in the state of Maharashtra under Ministry of New & Renewable Energy's (MNRE) revised Solar Park Scheme. The Capacity of UMREPP shall be in the range of 2500 MW. However, the minimum capacity of any UMREPP project at a single location can be of 600 MW. Also 250 MW at single location is considered, if any existing transmission system of CTU/STU is available at nearby site. Identification of land for the project is one of the major responsibilities entrusted with Mahagenco. Latesty, MOU with NTPC is executed on dtd. 20.02.2020.

- 1.0** Expression of Interest is therefore invited from reputed, experienced and registered (individuals/organizations) consultants/ consulting firms for preparing Panel list of consultants in the following classes/categories with the qualifying requirements as indicated below:

Sr. No.	Empanelment Category	Description
1.	Class- B	Land acquisition consultancy for 50 MW to 100 MW (i.e. land parcel from (100 Hectare to 200 Hectare) Solar Projects.
2.	Class- A	Land acquisition consultancy for 101 MW above (i.e. land parcel more than 200 Hectare) Solar Projects.

2. SCOPE OF WORK:-

A - SCOPE AND OBLIGATIONS OF THE CONSULTANT

The Consultant has agreed to fulfil the following obligations prior to conveyance of Scheduled Property at its own cost (unless it is explicitly excluded in this Agreement) and undertaken to complete the following, within the timelines agreed.

Sr. No.	Major Activity	Details
1	On identification of land by MSPGCL	<ul style="list-style-type: none">• Collection & compilation of Land Records using Maps/Sheets. Topo-sheets etc. Preparation of Land schedule, Land use plan, Digitized Revenue sheets, combined village Map etc.• Scrutiny of the, 30-50 years land revenue records from revenue authority.• Demarcation land on map, photographs, road networks, approaches, entrances• Third party legal opinion w.r.t. clear title land status of land parcels/pockets.

		<ul style="list-style-type: none"> • Liaison works for various GOM depts. • Follow up local revenue authority permit/certification liaison like Gram Panchayat, Tehsil-District ZP/Hon. Collector, PWD or respective concern officers as and when required. • Checking litigations before various judicial and quasi-judicial authorities • Checking mortgage of land • Settlement of dues in the form of loan settlement of claims & dues of the legal heirs.
2	JMR / Demarcations	<ul style="list-style-type: none"> • Apply for DYSLR office for JMR of selected land parcel. Complete JMR with DYSLR staff, MSPGCL & liasioning with Dy. SLR office. • Collect JMR doc's 'C'-Copy & all required documents/map from revenue departments will handover original copies to MSPGCL. • Complete demarcation activities by fixing boundary stone 1 feet below ground & 2 feet above GL at 15 meter interval at every corner & periphery of land parcel.
3	Legal Services	<ul style="list-style-type: none"> • Verifications of old records for previous 50 years search & title clearance report at revenue offices. • Checking the ownership of land by scrutinizing litigations with various judicial & other authorities, mortgage of land with any financial institution / bank etc. Availing the services of senior lawyer / Advocates. -
4	Sale Deed	<ul style="list-style-type: none"> • Scrutinize & prepare proposal for sale / lease deed along with all require documents & complete sale / lease deed process with land owners at respective revenue authorities with required documents, in predefined module of sales / purchase.
5	7/12 Mutation & Mahagenco Ownership	<ul style="list-style-type: none"> • Will do all 7/12 extract (Record of Rights, Tenancy and Crop) corrections/ updation wherever is required in the revenue records. • Support to verify all land documents to Company team and Company hired third party. • Liasioning with revenue authority changing ownership in name of Mahagenco.
6	Handing over to SPD	<ul style="list-style-type: none"> • Showing boundaries and handing over land to EPC / PPP developer etc. complete.

BASIC TASK LIST:-

1. Consultant has to check that land identified by Facilitator/ Land Aggregator, the required feasible land in the Taluka/District defined by the Company and within 2 km of grid substation defined by the Company and as per requirement of land laid down by Company.
2. Consultant has to check land identified by Facilitator/ Land Aggregator will show the required extent of around 250 acres of land with correct and actual boundaries along with waste extent if any, in feasible land.
3. Consultant has to check land identified by Facilitator/ Land Aggregator will facilitate acquisition of Scheduled Property to the Company as mutually agreed and as mentioned in Schedule-A.
4. Consultant has to check whether the Facilitator/ Land Aggregator has provided information related to substation including capacity of substation, number of transformers, space for 2nos 11 KV/33 KV/132 KV/220 KV bays in substation, space for control & relay panels in control

room and grid downtime for last 2 years data of connecting substation and submit the information to the Company.

5. Consultant has to check that the Facilitator/ Land Aggregator will provide contiguous and flat land away from water body/river/ low lying/ water catchment area.
6. Consultant has to check whether the Facilitator/ Land Aggregator will offer Class I (as per occupancy status) land only and check that Schedule Property is meet the criteria of being No Inam, No Grant, No Ceiling, No SC/ST/Aadiwasi, No any reservation, No land acquisition, No proposed irrigation project, No Tenancy, No Temple/Waqf Board/ Trust/ Devasthan Land, No litigation, No ROR and is minimum 10 KMs meters away from any reserved forest or wild life cone/ sanctuary / reserve area.
7. Consultant has to check whether the Facilitator/ Land Aggregator will provide land with access of at least 30 feet wide approach road starting/connecting from nearest BT road to Schedule Property as acceptable to the Company and will provide enough proof of road in Government record in case of access by non-BT Road.
8. Consultant has to verify that, in case if land is not accessible then Facilitator/ Land Aggregator will acquire land or sign easement agreement in the name of Developer to make site accessible by 30 feet motorable road with no additional cost to the Company. The Facilitator/ Land Aggregator shall manage all the issues, whether created by local people/community or public authorities or local issues at its own cost.
9. Consultant has to verify that, Facilitator/ Land Aggregator will clean, level and construct 30 feet WBM motorable approachable road as per Company specifications from BT road to site with no additional cost to Company. Alternatively, the Facilitator/ Land Aggregator will clean 30 feet motorable approachable road and Company can construct road at the cost of Facilitator/ Land Aggregator and to be adjust the same against payment to be roade to the Facilitator/ Land Aggregator under this Agreement.
10. Consultant has to verify that, the Facilitator/Land Aggregator shall ensure that such approach road shall be provided before the execution of the Agreement to Sale (ATS) / General Power of Attorney (GPA)/ Sale Deed /Conveyance deeds of Scheduled Property in the name of Developer.
11. Consultant has to verify that, Facilitator/ Land Aggregator will apply, collect and submit to Company all required land documents relating to Scheduled Property from Land Revenue Department, Gram Panchayat, any other Government department, and land owners, as listed in ANEEXURE B - LIST OF LAND DOCUMENTS of this Agreement, but not limited to, so as to assist the Company in conducting the legal due diligence of the documents relating to the title and possession of the Scheduled Property.
12. Consultant has to verify that, Facilitator/ Land Aggregator will submit application and obtain all certificate, Approvals and NOC's, as listed in ANNEXURE C - LIST OF CERTIFICATE, APPROVALS AND NOC from land revenue department and Gram Panchayat department.
13. Consultant has to verify that, the land Facilitator/ Land Aggregator will depute his own team to fetch and collect documents from Revenue and/or other Government Departments.
14. Consultant has to verify that, all original documents shall be handed over to Company representative by land Facilitator/ Land Aggregator, only while retaining one set of copy with the Facilitator/ Land Aggregator. The retained copy needs to be returned after termination or completion of activities under this Agreement.

15. Consultant has to verify that, as a part of the due diligence process, the Facilitator/ Land Aggregator shall arrange for a meeting between the First Party and the land owner/s or any party designated by the land owner/so that the Company can seek clarity on the flow of the title of the property. In addition, information about all family members including female members must be obtained from the head of the family which shall be duly certified by the Village Revenue Officer or Competent authority (Talathi, Tahsildar/Sarpanch/ etc.).
16. Consultant has to verify that, Facilitator/ Land Aggregator will apply and get the scheduled land surveyed (mojani) by government surveyor and facilitate survey report for all Scheduled Property in the presence of neighboring land owners or witnesses to be decided mutually between both the Parties, after following the laid down procedures under presence of company representative, and obtain panchanama from the surveyor and get the land demarcated by affixing boundary stones.
17. Consultant has to verify that, Facilitator/Land Aggregator will get boundary marked in presence of company representative with concrete stone (One feet underground and two feet above the ground) at every 15 meter interval and at every corner to identify land boundaries post Government survey with his own cost & expenses.
18. Consultant has to verify that, Facilitator/Land Aggregator shall ensure the proper demarcation is in place while delivering and handing over the possession of Schedule Property and resolve all issues arising out of boundary or its demarcation and hand over peaceful possession during fencing for the respective Project site.
19. Consultant has to verify that, the Facilitator/ Land Aggregator is required to demarcate the buffer and full tank level shown for any pond, canal present in the Scheduled Property, by the irrigation/PWD department, before acquiring the Scheduled Property. In addition, the Facilitator/ Land Aggregator agree to provide a letter from the irrigation department suggesting that no major or minor irrigation project is passing through the Scheduled Property.
20. Consultant has to verify that, Facilitator/ Land Aggregator will prepare required applications and must verify from company representative and then submit applications to land revenue department, Gram Panchayat and any other Government department in the name of landowners or Company as required.
21. Consultant has to verify that, Facilitator/ Land Aggregator will take acknowledgement of all applications submitted and submit a copy of applications along with acknowledgments to the Company.
22. Consultant has to verify that, Facilitator/ Land Aggregator will do all 7/12 extract (Record of Rights, Tenancy and Crop) corrections/ updation wherever is required in the revenue records.
23. Consultant has to verify that, Facilitator/ Land Aggregator will obtain all land documents, NOC's, certificate, and permission related to land due diligence within the timelines provided under this Agreement.
24. Consultant has to check that, Facilitator/ Land Aggregator will provide required support to verify all land documents to Company team and Company hired third party.
25. Consultant has to verify that, Facilitator/ Land Aggregator shall be required to provide through support to arrange required documents and clarifications to the lenders legal counsel's (as and when appointed by the Banker/Financial corporations/ Institutions/ Company).
26. Consultant has to verify that, Facilitator/ Land Aggregator will arrange family tree of current owner on stamp paper duly signed by current landowner, the Village Revenue Officer or

Competent authority (Talathi, Tahsildar/Sarpanch/ etc.) in presence of Company's representative.

27. Consultant has to verify that, Facilitator/ Land Aggregator shall get the mortgages released from the farmer's co-operative societies or cooperative banks or any other Banks on or before the execution of Agreement to Sale (ATS)/ General Power of Attorney (GPA) / Sale Deed / Conveyance deeds of Scheduled Property in favour of the Developer. If any costs associated therewith, Facilitator/ Land Aggregator shall arrange the same at its cost and expenses.
28. Consultant has to verify that, Facilitator/ Land Aggregator will pay and settle if any personal loan, crop loan taken on proposed land by landowners with no additional cost to Company and obtain no dues certificate from banks.
29. Consultant has to verify that, the Facilitator/ Land Aggregator shall ensure that it shall not acquire any public trust lands, devasthan or endowment lands, waqf land, Inam Lands, Tenant Lands, Adivasi lands or any Government granted lands or any other lands where there is an express prohibition for alienation of the said lands/Scheduled Property.
30. Consultant has to verify that, all pending litigations before various judicial and quasi-judicial authorities relating to and process of acquisition of the Scheduled Property, must be cleared before registration of the Scheduled Property by Facilitator/ Land Aggregator.
31. Consultant has to verify that, all third-party claims effecting the title of the Scheduled Property have to be resolved to the satisfaction of the claimant to preclude any potential litigation and also to disclose such claims: and mitigations taken place and resolutions made and produce/provide enough evidences to the satisfaction of the Company by Facilitator/ Land Aggregator.
32. Consultant has to verify that, where there are several co-owners recorded in the "7/12", the Facilitator/ Land Aggregator shall ensure that all the Co-owners execute the documents at one time. In no case shall any document be executed by part Co-owners.
33. Consultant has to verify that, in case the Scheduled Property or any part thereof is owned by minor, lunatic or insane persons, the Facilitator/ Land Aggregator shall at its own cost and expenses get appropriate guardianship certificate from the competent authority/ court and registered sale deed shall then be executed with such guardian in favor of Developer.
34. Consultant has to verify that, Facilitator/ Land Aggregator shall be responsible for bringing the title holders/ Land Owners, along with all the members of the family having interest in the Scheduled Property, to the Registrar/Sub-registrar's office along with the requisite number of copies of their photographs, Aadhar Card, certify their identity, witness the execution/ registration of the documents and do all such other acts, deeds and things as may be necessary for the transfer of clear and marketable title of the Land by way of registered Agreement to Sale (ATS) / General Power of Attorney (GPA) / Sale Deed / Conveyance deeds in favor of Developer. If any costs associated therewith, Facilitator/ Land Aggregator shall arrange the same at its cost and expenses. In the event, any third party having claim over the land made subject to acquisition under this Agreement who cannot be made as party to the Agreement to Sale, Sale Deed or Conveyance Deed to be executed with the respective landowners, then the Facilitator/ Land Aggregator shall provide a consent agreement, duly notarized or registered, to the satisfaction of the Company and ensure no other claims exists from any third party over such parcel of land.
35. Consultant has to verify that, Facilitator/ Land Aggregator to divert/ shift all man-made or otherwise existing pathways or obstructions, if any, in proposed Scheduled Property to out of

Scheduled Property at its cost and expenses and ensure no obstructions/nuisance caused to the Company at any point in time in future.

36. Consultant has to verify that, Facilitator/ Land Aggregator to divert / shift all existing / proposed village road passing through Scheduled Property, at its cost and expenses and ensure no obstructions/nuisance caused to the Company at any point in time in future.
37. Consultant has to verify that, Facilitator/ Land Aggregator will publish Public Notice as per draft given by Company in Marathi language in Marathi most circulated Newspaper and English language in national most circulated English Newspaper at Facilitator/ Land Aggregator's cost & expenses with a clear window of 21 days and seek objections and mitigate or resolve all such objections, if any, prior to registration of Agreement to Sale (ATS) / General Power of Attorney (GPA) / Sale Deed / Conveyance deeds in favour of Developer.
38. Consultant has to verify that, Facilitator/ Land Aggregator will ensure that Agreement to Sale (ATS) / General Power of Attorney (GPA) / Sale Deed / Conveyance deeds are executed in favour of Developer with consent and presence of all legal heirs of "SCHEDULED PROPERTY".
39. Consultant has to verify that, Facilitator/ Land Aggregator shall be required to assist and support the Company in erecting fence across the boundaries for 100% possession of the Scheduled Property in line with the acquisition under this Agreement.
40. Consultant has to verify that, Facilitator/ Land Aggregator shall deliver the vacant physical and peaceful possession of the Scheduled Property to the Company, in its entirety perpetually.
41. Consultant has to verify that, the Facilitator/ Land Aggregator shall be required to make necessary applications with attachment of required documents immediate after registration of Sale Deed on behalf of Developer and obtain requisite permissions from the Competent Authority for conversion of the Agricultural Land for Industrial Non-Agricultural purpose under the Maharashtra Tenancy and Agricultural Lands Act, 1948 and Maharashtra Land Revenue Code Act, 1966 respectively, as amended from time to time including policies & regulations which are in.
42. Consultant has to verify that, the Facilitator/ Land Aggregator shall apply, arrange and complete mutation 7/12 updation of land acquired under this Agreement in favour of the Developer in relevant revenue records at its cost and expenses within 2 month from date of sale deed and shall provide copy of updated 7/12 extract and revenue records once the mutation carried out in the revenue records.
43. Consultant has to verify that, Facilitator/ Land Aggregator will arrange for remove low lying transmission line on access road from BT road to site for vehicle movement during construction period with no additional cost to Company.
44. Consultant has to verify that, the Facilitator/ Land Aggregator undertakes to get the existing power distribution lines, which is passing through the Scheduled Property, re-routed in such a way that no part of the power distribution line shall pass through the Scheduled Property by duly following the laid down procedure, rules and regulations, and after securing the necessary clearances, permits and approvals at no extra cost to Company.
45. Consultant has to verify that, Facilitator/ Land Aggregator shall arrange and ensure that the Scheduled Property for each of Project is free from trees, bushes, debris, shrubs, plantations, bandh, and any other unwanted things exist in Scheduled Property and also ensure clear the boulders, if any, (after duly obtaining the requisite statutory permissions under the provisions of WALTA Act or any other similar acts, which are in force, and from the Mines and Geology Department, where applicable), and furnish the permits before registrations of ATS / GPA / Sale

deed/ conveyance deed of respective parcels of land which will become part of Scheduled Property.

46. Consultant has to verify that, The Facilitator/ Land Aggregator shall manage all the local issues and ground level matters, whether created by local people, any political party or public authorities.

Note:

1. This Basic Task List shall not be limited to the items stated herein above but shall also include any other activity/s as required by the Developer during the process of completing the Land Acquisition.
2. Company, at its sole discretion, shall have a right to waive requirement of submission of any of the aforesaid activity, if those are not required. However, Consultant shall be obliged to comply with its obligations in accordance with the Agreement.

B — LIST OF LAND DOCUMENTS

The list of land documents to be verified by Consultant, which are arranged by the Facilitator/ Land Aggregator, which are not limited to the following:

- a. List of Survey numbers, their extent and name of owner(s)
- b. Certified Village Map
- c. Certified copies of 7/12 for the years of settlement of records (in 1950 to 2020)
- d. Certified Mutation Register Extracts/ Mutation Entries/ Ferfar / Village Form 6, from 1950s to 2020 related to all survey nos. as reflected in the revenue records/ extract.
- e. Certified copies of Consolidation Scheme/ Gutwari/ Settlement
- f. Certified copies of Pere patrak
- g. Certified copies of Khasara patrak and Pik Pani patrak
- h. Certified copies of Khate utara/ 8A
- i. Certified copies of Form no 8
- j. 6 C Village certificate
- k. Certified copies of Index of Land Register Extract (Index II)
- l. Certified copies of Gutmap/ Survey Map
- m. Certified copies of Gut Book
- n. Certified copies of Kami Jasti patrak
- o. Certified copies of Falni Map
- p. Certified copies of Tippani/ Tippan Book
- q. Certified copies of Gunakar Book
- r. Certified copies of Hissa Book
- s. Certified copies of Tonch Nakasha
- t. Plain Table Survey Map / nigh / Mojani
- u. Certified copies of Revenue Tax Receipt, Recoveries and No due Letter from Talati
- v. Zone certificate and Colour Zone Map
- w. Family tree of the current owners / previous owners, Death certificate (If any)
- x. Supporting Sale Deeds/Link Sale Deed/Mortgage Deed/Ratification Deed/ Relinquishment Deed/Partition Deed/Gift Deed/ Release Deed/ Partition Deed/ POA copies as per Index U.
- y. Encumbrance certificate for the years 1950s to till date.
- z. Legal Heirship Certificate
- aa. Farmer Income Certificate
- bb. No litigation certificates
- cc. Photostat copies of Aadhar cards, Bank Pass Book, Ration cards of the land owners and their family members
- dd. Land reforms tribunal orders and all papers of the proceedings before the tribunal if the land was subject to proceedings.
- ee. Revision Settlement Akarband
- ff. No tax due certificate from Village accountant
- gg. Details of any Litigations Pending/Settled/Decreed before Court/Collector/SDO/ Tahasildar.
- hh. No due certificates from agriculture cooperative societies and Banks
- ii. Certificate from Tahsildar (MRO NOC)

Note:

1. This List shall not be limited to the items stated herein above but shall also include any other document's as required by the Company during the process of completing the Due Diligence.
2. Company, at its sole discretion, shall have a right to waive requirement of submission of any of the aforesaid documents, if those are not available and a certificate has been produced from the respective government authorities in support of the same. However, Consultant shall be obliged to comply with its obligations in accordance with the Agreement.

C — LIST OF CERTIFICATE, APPROVALS AND NOC

The list of Certificates, Approvals and NOCs, verified by Consultant which are to be provided by the Facilitator/ Land Aggregator in a timely manner, which are not limited to the following:

- a. Gram Panchayat NOC
- b. MRO NOC
- c. No SC/ST/Aadiwasi Land Certificate
- d. No any reservation
- e. No Inam
- f. No Grant
- g. No Ceiling
- h. Details of Reservation, if any
- i. No proposed irrigation project / No ROR
- j. No Tenancy Certificate
- k. No Land Acquisition Certificate
- l. No Ceiling/ No Surplus Land Certificate
- m. No litigation
- n. No Temple/ Waqf Board / Trust / Devasthan Land
- o. Forest NOC (If required)
- p. NOC from Town Planning
- q. NOC from Irrigation department and/or PWD (public works department) department for canals, nallas, rivulets, rivers and other water bodies if applicable over the Scheduled Property.

PRE-QUALIFYING-REQUIREMENTS:

- 1) **Pre-qualification Condition No. 1:** "Consultants or Consultancy firm" should have a valid registration with the approved Authority as a consultant. In case of consultancy firms, at least one Partner/Director of the firm should have a valid registration with appropriate authorities and the firm should have valid certificate of incorporation as partnership/company under partnership act/ company act from appropriate authorities.
- 2) **Pre-qualification Condition No. 2:** "Consultants or Consultancy firm" should have the consultancy experience in the field from the date of registration with appropriate authorities as mentioned below:

For Class – B - Minimum 3 years
For Class – A - Minimum 5 years
- 3) **Pre-qualification Condition No. 3:** The Consultant/firm should have either of the following mentioned class wise work experience of having successfully completed the consultancy services for acquisition of encumbrance & encroachment free private and/or Government land on free hold/lease hold basis or encumbrance free private land on upfront charge basis or on lease rent basis for @ 30 years etc. during last 5 years ending last day of the months previous to the one in which empanelment is to be done and the works for which the consultancy services are provided should be in use at least for period of 01 (one) year.

For Class - B:

Consultant or Consultancy firm should have provided consultancy services for similar completed works land parcel from land area up to 20-Hectare Land.

For Class - A:

Consultant or Consultancy firm should have provided consultancy services for similar completed works land parcel more than 20-Hectare Land.

Note:- The Consultant/ Consultancy firms must have sufficient number of technical and administrative employees and consultant/associates for the proper execution of the contract. The applicant should submit a list of their employees and consultants stating clearly how they would be involved in planning and execution.

2.0 The Consultant or Consultancy firm shall furnish the necessary documents (Original/Attested copies of documents attached with the application) in support for fulfillment of the qualifying criteria and other requirements, if asked for verification during scrutiny and/or even after completion of the process for empanelment. The Consultant or Consultancy firm shall furnish work completion certificates from the concerned department in support of fulfillment of the qualifying criteria. The work completion certificate shall be issued by the authority not below the rank of Executive Engineer or equivalent of the concern Department. The Consultant or Consultancy firm should attach attested copies of valid registration certificate with Council of appropriate authorities, valid certificate of incorporation as partnership firm/as a company from appropriate authority, work completion certificates from the concern departments, turnover certificate from Chartered Accountant in support of fulfillment of above pre-qualifying criteria, list of works completed and list of their technical and administrative employees/consultants/associates along with their application for empanelment.

The Consultant or Consultancy firm shall be short listed based on their experience and credential submitted by them.

3.0 **The Consultant or Consultancy firm should satisfy themselves before applying for empanelment that they meet all above qualifying criteria. The Consultant or Consultancy firm not fulfilling the qualifying conditions and/or criteria of submission of the application for empanelment as specified will not be consider for empanelment. The on-line vendor registration does not necessarily qualify the Consultant or Consultancy firm for acceptance of their application for empanelment.**

4.0 For participation in the empanelment process, online vendor registration is mandatory. The Consultant or Consultancy firm those who desires to submit the application for empanelment and **yet not registered with MAHAGENCO** – are requested to get themselves registered as vendor of MAHAGENCO. For on-line registration, Consultant or Consultancy firm should visit to company's website <https://eprocurement.mahagenco.in> and click on 'Register Now' link and fill up all the required Account information/Profile information/Registration Details and submit the details along with non-refundable vendor registration fee of **Rs. 5000+ GST** which shall be paid through E-payment only. **(It may be noted that for Vendor Registration in step 6, "Unit name" shall be selected as ("MSPGCL CIVIL-I, Dharavi, Mumbai")**. Thus, they will be register as vendor of the company and will become eligible to participate for empanelment of Maharashtra State Power Generation Company Limited subject to fulfillment of prequalification criteria of the EOI. The vendor registration shall be valid for the period of one year & will have to be renew yearly.

5.0 EOI Documents neither will be issue manually nor be send by post or courier. Blank EOI documents can be viewed and downloaded free of cost by intending Consultant online on website <https://eprocurement.mahagenco.in>

7.0 Any amendment/modification of the EOI document shall be post only in the website of MAHAGENCO. (<https://eprocurement.mahagenco.in>)

8.0 **Expression of interest with all relevant enclosures shall be deliver to the address below on or before 5.00 pm on 29.08.2022 .**
Office of the Chief Engineer (Civil)-I, MSPGCL,

After opening of the documents submitted by Consultant/Consultancy firm, the owner will scrutinize the documents submitted by the agencies along with their offer and evaluate the submission based on the qualifying criteria specified and after approval of the competent authority of the company, the qualified Consultant/Consultancy firm will be informed the status of their application for empanelment.

9.0 The Consultant or Consultancy firm shall submit the following details along with their application in the prescribed pro-forma enclosed.

- i) General Particulars of the Consultant or Consultancy firm as per attached Annexure-A
- ii) Details of the Experience (As per attached Annexure-B). Please attach certified copy of relevant experience certificates.
- iii) List of Key personnel (As per attached Annexure -C).
- iv) Scan Copy of the on line payment receipt for vendor registration (For new vendors)

10.0 The MSPGCL at its desecration may continue the process of formation of empanelment after due date till it is withdrawn by MSPGCL and the request of the Consultant whenever received will be considered based on their experience required for empanelment after scrutiny & verification of their documents and their names will be included in the panel list if found eligible.

11.0 Expression of interest shall be submitted in person/post/courier only before due date and time for submission.

12.0 The right to reject any or all EOI offer without assigning any reason whatsoever is reserved by the MSPGCL.


Chief Engineer (Civil) I

OTHER TERMS AND CONDITIONS FOR SUBMISSION OF EOI

1.0 CONDITIONS FOR SUBMISSION OF EOI:

Vendor Registration non-refundable fees as mentioned in the notice shall be paid by on line payment and the transaction receipt shall be enclosed with the proposal. Without payment of Vendor Registration fees, the EOI proposal submitted by agency will not be considered for further evaluation. The Consultant or Consultancy firm shall complete on line vendor registration as per procedure of the company by submitting necessary documents. The Consultant or Consultancy firms who are already registered as vendor with MSPGCL shall mention their vendor id .The EOI proposal shall contain the following documents duly signed by the Agency:

- i) Scan Copy of the on line payment receipt for vendor registration.
- ii) Forwarding letter on agency's letter head as per profarma enclosed.
- iii) General Particulars of the Consultant or Consultancy firm as per attached Annexure-I.
- iv) Details of the Experience (As per attached Annexure-II) along with attested copy of relevant experience certificates issued by concerned department as per qualifying conditions mentioned in EoI.
- v) List of Key personnel (As per attached Annexure -III) along with their bio-data.
- vi) The attested copy of annual turnover certificate from Chartered Accountant.
- vii) Attested copy of valid registration certificate with appropriate authorities as Consultant.
- viii) Attested copy of valid certificate of incorporation as partnership firm/as a company from appropriate authority.
- ix) Xerox copy of partnership deed/company memorandum and power of attorney in favour of authorized signatory duly attested on stamp paper.
- x) Any Other Document required as per EoI.
- xi) Agency should clearly indicate in the forwarding letter, the empanelment class for which application is submitted.

The Consultant shall specifically note that the owner may demand to see the originals of the above stated certificates for verification and if the architects does not produce the original certificates within 7 days of receipt of such demand, his application is liable to be rejected as non-responsive. If it is established at any later date that the Consultant/his agent has furnished any false information/documents, the architect shall become liable for action, which may include, removal of his name from panel list, if already empanelled and black listing.

2.0 OTHER CONDITIONS OF EOI:

- i) Mere on line vendor registration and/or submission of EOI proposal shall not qualify the agency for inclusion of his name in the panel list. MSPGCL shall scrutinize the documents submitted by the agencies based on the qualification criteria specified in EoI Notice.
- ii) The Consultant or Consultancy firm shall be short listed based on their experience and credential submitted by them.

- iii) Canvassing in any form is strictly prohibited and any agency found to have resorted to canvassing shall be liable to have his application rejected summarily.
- iv) If the application for empanelment is not submitted by any of the agency after vendor registration as specified, it would be deemed that the agency is not interested for empanelment.
- v) In the event of the application being submitted by a partnership firm, it must be signed by an authorized partner or in the event of absence of any partner, it must be signed by a person holding a power of attorney authorizing him to do so, such power of attorney should be produced along with the application.
- vi) Acceptance of the application will rest with the owner who does not bind themselves and reserve to themselves the authority to reject any or all the application received, without assigning any reason thereof, whatsoever it may be.
- vii) The courts of Mumbai shall have exclusive jurisdiction in all the matter arising under and on account of this expression of interest and empanelment.
- viii) At any time, prior to the dead line for submission, MSPGCL may for any reason; whatsoever modify the EoI documents by amendment which will be binding for on Consultant. Such amendment will be posted on MSPGCL's website for all prospective agencies, who have done on line vendor registration.
- ix) The Owner may at its discretion, extend the date for submission of application, if necessary.
- x) The agencies are required to be submitted their application by post/speed post/courier/person etc. only. On line application will not be accepted.
- xi) Applications which do not fulfill any of the above conditions or are incomplete are liable for rejection.
- xii) No receipt for any payment alleged to have been made by an Consultant in regard to any matter relating to the empanelment shall be valid and binding on the owner unless it is signed by the Executive Engineer/Authorised Person of Mahagenco.
- xiii) Submission of an application for empanelment by the agency implies that he has read all the above instructions and conditions of EOI and has made himself aware of the terms and conditions for empanelment.
- xiv) Application for empanelment once submitted shall not be allowed to be withdrawn at any stage under any reason whatsoever and no fees of vendor registration will be returned back.
- xv) The Consultant Consultancy firm shall abide himself and fulfill all obligations in accordance with the law in force in India. In case during empanelment or even after empanelment, at any stage it is observed / found that any document furnished by the consultant is forged / fabricated / false, then in addition to the action being taken in accordance with the provisions of law and the empanelment will be cancelled and the action will be taken suitably.

**PROFORMA OF FORWARDING LETTER FOR SUBMITTING OFFER ON AGENCY'S LETTER
HEAD.**

To, The Chief Engineer (C)-I,
Maharashtra State Power Generation Co. Ltd.
Mumbai.

Sub: REQUEST FOR EMPANELMENT IN CLASS -

Ref: CE(C) -I/UMREPP/Land/Emp/Consultant/2022-23/ dt.

Dear Sir,

- 1.0 We have gone through the various stipulations made in the owner's Expression of Interest.
- 2.0 We hereby confirm that the terms & conditions in the above expression of interest shall be applicable to the empanelment in question.
- 3.0 Xerox copy of partnership deed/company memorandum and power of attorney in favour of authorized signatory duly attested by Gazetted officer is enclosed.
- 4.0 We are in receipt of all Annexure corrigendum if any etc. with respect to this Expression of Interest.
- 5.0 We are submitting the scan Copy of Receipt (towards vendor Registration Fee. of Rs. 5000/- + Service Tax) in favour of Maharashtra State Power Generation Co. Ltd., Mumbai, the full value of which is non refundable by the owner(Applicable for unregistered vendor with MSPGCL)
- 6.0 We also undertake, if and when required we enter into a contract with Maharashtra State Power Generation Company Limited by executing an agreement in the prescribed pro-forma "Agreement Form" provided by the MSPGCL.

Enclosures:

Agency shall enclose all the documents as per Para- 1.0 of other terms and conditions for submission of EoI.

GENERAL PROFORMA

1. Name of the Firm :
2. Status of the Firm :
3. Address of the Firm :
4. E-mail ID of the Firm :
5. All enclosed Schedules are filled in : Yes/No
6. Particulars of Registration with appropriate authorities: (Copy Enclosed)
7. Valid certificate of incorporation as partnership/company under partnership act/company act from appropriate authorities. : (Copy Enclosed)
8. Name of Agency officer to whom reference may be made for expeditious co-ordination :
9. Residence and Office Telephone No., Mobile No. :
10. Telex / Fax No. / E-mail address :
11. Maximum value of the consultancy contract :
12. Annual turnover for current financial year. :

Copy of the certificate from

Note: Agency should furnish complete company profile along with the name of the Directors.

Seal of Company

Signature:

Name:

Designation:

Company:

Date:

LAND ACQUISITION CONSULTANCY FIRM EXPERIENCE AS PER QUALIFYING REQUIREMENTS

Consultant or Consultancy firm shall furnish here a list of work executed by him to whom a reference may be made by the Owner in case the owner considers such a reference necessary.

Sr. No	Name & Description of work and Location	Land acquisition in hectare	Value of the Consultancy contract	Period of land acquisition and date of completion	Status of work	Client/ person whom reference may be made

Seal of Company

Signature:

Name:

Designation:

: Company:

Date

DETAILS OF TECHNICAL AND ADMINISTRATIVE STAFF WITH THE LAND ACQUISITION CONSULTANCY FIRM

Sr. No	Name of the person	Designation	Qualification	Previous Experience

Seal of Company

Signature:

Name:

Designation:

Company:

Date: