

Techno-Commercial Proposal

For

Services of a Consultancy Organization

to

**Transaction Advisory/Consultancy services for implementation of Mukhyamantri
Saur Krishi Vahini Yojana–2.0 (MSKVY 2.0)**

MSEB Holding Co. Ltd
3rd Floor, HSBC Bank Building, Fort,
Mumbai - 400 001

October 2023

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1. Letter of Invitation

MSEB Holding Co. Ltd
3rd Floor, HSBC Bank Building,
Hutatma Chowk, M.G. Road, Fort,
Mumbai 400 001.

Dated: 20th October 2023

To
Name of Agency
Address of Agency
Email ID
Contact person name & no

Dear Sir/ Madam

MSEB Holding Co Ltd is inviting Techno-Commercial Proposal (TCP) from your firm to provide Transaction Advisory/Consultancy Services at Mumbai for implementation of Mukhyamantri Saur Krishi Vahini Yojana–2.0 (MSKVY 2.0).

The enquiry document seeking details of experience and other submission requirement, are detailed in the subsequent sections.

You are requested to submit your techno-commercial offer in hard copy and in sealed envelope to this office by 6th November 2023, 3.00 pm. The Proposals received after the stipulated time will not be considered for evaluation.

The price bid needs to be submitted only by technically qualified bidder. No financial bid to be submitted at the time of submission of Technical Bid.

Yours faithfully,

Chief General Manager (F&A)
MSEB Holding Co. Ltd

2. Background

Government of Maharashtra (GoM) vide its GR has published Mukhyamantri Saur Krishi Vahini Yojana 2.0 (MSKVY 2.0) on May 8, 2023 along with implementation guidelines for smooth execution of the project. MSKVY 2.0 aims to add large quantum of distributed RE projects in a short span of time. MSKVY 2.0 program envisages solarization of 30% agricultural feeders by 2025 which translates into contracting solar power capacity of ~ 7000 MW by December 2025. MSEB Holding Co. Ltd. has been appointed as Nodal Agency for execution of this scheme.

3. Aim and Objective

For the effective implementation of the scheme MSEB Holding Co. Ltd. is looking to appoint a Transaction Advisor/Consultant to assist in review and implementation of the suggested structure for developing large scale projects at various locations in the state of Maharashtra.

Broad Scope of work:

The role of Transaction Advisor/Consultant along with its scope of work (TOR) is attached in **Annexure-I**. The broad level scope of work will cover following:

- i. Assistance in establishment of Special Purpose Vehicle (SPV)
- ii. Review and of the Project Structure
- iii. Assistance in designing the Bidding Process
- iv. Assistance in Bidding Process and selection of bidder(s)
- v. Overall support and liaisoning

4. Validity of Offer

The offer for this enquiry shall be valid for a period of 60 days initially which may be extended further if required by MSEB Holding Co. Ltd.

5. Terms of Reference

The detailed terms of reference are enclosed at **Annexure-I**.

6. Instructions to Consultants

The Techno-commercial proposal is to be submitted in the manner prescribed below:
All information as detailed below is to be submitted in two hard copies in separately sealed envelopes. If desired, MSEB Holding Co. Ltd will seek soft copy over email after bid submission for reference.

- a) Applicant's Proposal as per Format-1.
- b) Organizational Contact Details as per Format-2.
- c) Consultancy organization must have its office in Mumbai (provide details in Format-2)
- d) Experience of the organization as per Format-3.
- e) Financial strength of the company as per Format-4.
- f) Declaration as per Format-5.
- g) Power of Attorney in favour of Authorized Signatory with long and short signatures of Authorized person. (No specific format)

The bidders are expected to examine all instructions, forms, terms and other details in the proposal document carefully. Failure to furnish complete information as mentioned in this document will be at the Bidder's risk and may result in rejection of the proposal.

7. Evaluation of Proposal

The techno-commercial offer of the bidder will be evaluated based on the details sought and the information submitted by the bidder. The evaluation process will also include the presentation from the technically qualified bidders. Price bid will be asked from shortlisted bidders only as per their ranking.

The Techno-Commercial Evaluation will take into consideration the bidders scoring at least 50 marks out of 100 in the Technical Evaluation and will be asked to submit price bid.

The following evaluation process will be followed for selection of bidders:

A "**Score**" will be calculated for all "Qualifies Agencies" using formula, given below:

$$\text{"Score"} = (\text{LC/C}) * 25\% + (\text{T/HT}) * 75\%$$

Weightage for Technical Evaluation is 75% and for weightage for Commercial price bid is 25% is to be consider for shortlisting of bidders.

Where

LC = Lowest "Annual retainership amount" among the qualified Agencies

C = Annual Retainership amount quoted by each agency

T = Technical Evaluation Score of each Agency

HT = Highest Technical Evaluation Score among the "Qualified Agencies"

The bidder scoring the maximum Score will be the successful bidder and will be consider as qualified agencies.

8. Conflict of Interest

Where there is any indication that a conflict of interest exists or may arise, it shall be the responsibility of the Bidder to inform MSEB Holding Co. Ltd, detailing the conflict in writing as an attachment to this Bid.

MSEB Holding Co. Ltd will be the final arbitrator in cases of potential conflicts of interest. Failure to notify MSEB Holding Co. Ltd of any potential conflict of interest will invalidate any verbal or written agreement.

A Conflict of Interest is where a person who is involved in the procurement has or may be perceived to have a personal interest in ensuring that a particular Bidder is successful. Actual and potential conflicts of interest must be declared by a person involved in a Bid process.

9. Condition under which Enquiry is issued

The techno-commercial proposal is not an offer and is issued with no commitment. MSEB Holding Co. Ltd reserves the right to withdraw enquiry and or vary any part thereof at any stage. MSEB Holding Co. Ltd further reserves the right to disqualify any bidder, should it be so necessary at any stage.

10. Last date of submission of Proposal

The last date of submission of techno-commercial proposal is 6th November 2023, 3.00 pm in hard form (1 original and 1 duplicate).

11. Formats for Submission by Bidder

FORMAT – 1 APPLICANT’S PROPOSAL

To,
Chief General Manager (F&A),
MSEB Holding Co. Ltd.
3rd Floor, HSBC Building,
Hutatma Chowk, M.G. Road, Fort, Mumbai.

Sub: Submission of Techno-Commercial Proposal to provide Transaction Advisory/ consultancy services at Mumbai for implementation of Mukhyamantri Saur Krishi Vahini Yojana–2.0 (MSKVY 2.0).

Dear Sir

In response to the enquiry provided to us by MSEB Holding Co. Ltd for the above purpose, we would like to submit our techno-commercial offer to carry out the above proposed task. The proposal contains all desired information as sought in Enquiry document as under:

1. Organizational Details (Format-2)
2. Experience in related fields (Format-3)
3. Financial strength of the organization (Format-4)
4. Declaration (Format-5)

Yours Sincerely
Signature of the applicant
[Full name of applicant]
Stamp.....
Date:

Note: This is to be furnished on the letter head of the organization.

FORMAT – 2 ORGANIZATIONAL DETAILS

Sr.No	Particulars	Details
1	Name of Organization	
2	Main Areas of Business	
3	Type of Organization Firm/ Company/ partnership firm registered under the Indian Companies Act, 1956 (Amended in 2013)/ the partnership Act, 1932 / LLP Act 2008	
4	Whether the firm or its associate or its affiliate has been blacklisted by any Central Govt. / State Govt./PSU/ Govt. Bodies / Autonomous? If yes, details thereof.	
5	Address of registered office with contact number	
6	Address of offices in i) Mumbai ii) All other State/UT's	
7	Contact Person with telephone no. & email ID	

Enclose:

- i. Copy of Certificate of Incorporation
- ii. Copy of GST certificate
- iii. Copy of PAN
- iv. Copy of Article of Association in respect of S.No.3 in table above
- v. Undertaking in respect of S. No. .4 in table above

Yours Sincerely
Signature of the applicant
[Full name of applicant]
Stamp.....
Date:

FORMAT – 3 EXPERIENCE OF THE ORGANIZATION

Please provide experience of assignments of Solar projects, experience with Government utilities, Public sector, Financial Institutions, Large value assignments, regulatory retainer etc. over last 6 years (maximum 30 projects to be provided)

Sr. No	Name of the Client	Name of the Assignment	Order Value (In Rs. Lakh) and Year of Assignment	Documentary Evidence attached (Work Order/ Completion Certificate)
1				
2				
3				
4				
5				
...				
30				

Note: Please attach documentary evidence in support of your claim

Yours Sincerely
 Signature of the applicant
 [Full name of applicant]
 Stamp.....
 Date:

FORMAT – 4 FINANCIAL STRENGTH OF ORGANIZATION

Sr. No	Financial year	Net worth (Rs.Cr)	Annual Turnover (Rs.Cr)	Annual Turnover from Consultancy services rendered in India (Rs.Cr)
1	FY2019-20			
2	FY2020-21			
3	FY2021-22			

Note: Please attach Auditor's certificate in support of your claim

Yours Sincerely
Signature of the applicant
[Full name of applicant]
Stamp.....
Date:

FORMAT – 5 DECLARATION BY BIDDER

Declaration

(To be given on Letter head of the Organization)

To,
Chief General Manager (F&A),
MSEB Holding Co. Ltd.
3rd Floor, HSBC Building,
Hutatma Chowk, M.G. Road,
Fort, Mumbai 400 001.

Dear Sir

We hereby confirm that we are interested in competing for the Consultancy Services to Act as a Transition Advisory/Consultancy at Mumbai for implementation of Mukhyamantri Saur Krishi Vahini Yojana–2.0 (MSKVY 2.0).

We also provide signed and stamp copy of this enquiry as acceptance to all terms and conditions.

All the information provided herewith is genuine and accurate.

We provide commitment to provide desired manpower resources within 7 days of the award of the contract.

Yours Sincerely
Signature of the applicant
[Full name of applicant]
Stamp.....
Date:

Annexure – I

Terms of Reference

I. Scope of Work

i. Assistance in establishment of Special Purpose Vehicle (SPV)

There is need for ongoing support in order to facilitate taking various corporate authorisations/ drafting of board/ other resolutions/ minutes/ amendments etc. This may also be reconsidered, in view that there will be need for incorporation of more SPVs for future rounds of bidding.

1. Assistance to the Secretarial team for obtaining various corporate authorisations, drafting of board notes/ minutes, other resolutions, amendments to constitutional documents as may be required and transfer of SPVs to the successful bidder.

ii. Review and of the Project Structure

While the structure has been finalised, there will be amendments required, going forward, to align the same basis experience from current rounds as also on account of certain features of the scheme that have been proposed to be implemented in subsequent rounds eg: Private land component, PSA PPA mechanism etc.

To incorporate necessary changes in the project structure on the basis of the experiences of the first round of the bids and give effect to those changes in all relevant documents, such as PPA, PSA, etc.

Discussions would be held by Transaction Advisor/Consultant with MSEB Holding Co. Ltd. for suggesting modifications (if any) required in the existing structure.

Transaction Advisor/Consultant would also assist MSEB Holding Co. Ltd. in taking required approvals for the proposed amendments in the structure from the competent authority.

iii. Assistance in designing the Bidding Process

While the standard documents have been drafted, actual drafting of SPV specific documents will be required at each stage.

Also, amendments as may be required basis suggestions/ new features to be implemented in future that will require consequential changes in various transaction documents

The Transaction Advisor/Consultant would assist in designing a suitable bidding process involving the following activities:

1. Updation/Changes of the bidding design (factoring the proposed transfer of the entire equity stake in SPV to the successful bidder and the changes required based on the inputs/requirements of the present bidding process)
2. Drafting, finalization and legal vetting of and carrying out amendments to various agreements like Model Lease Agreement for leasing of government/private land, Model Power Purchase Agreement (PPA), Shareholder Agreement for transfer of SPV(s), etc. and bidding documents as the case may be.
3. Updation/Changes of Model Request for Proposal (RFP) along with formats for submitting responses and declarations by bidders.
4. Transaction Advisor (along with the relevant specialized advisor(s)) would have discussions with MSEB Holding co. Ltd. and other relevant stakeholders to change and finalize the required model agreements / document.

iv. Assistance in Bidding Process and selection of bidder(s) (The work assignment is Common in para (iii) above)

The Transaction Advisor/Consultant would assist in conducting the bidding process and selection of successful bidder(s) involving the following activities:

1. Assist in advertisement of bid process through various modes;
2. Assisting in responding to queries from potential bidders
3. Compilation of RFP responses from bidders;
4. Shortlisting / selection of successful bidder(s) based on the bidding criteria;
5. Issuance of Letter of Award to selected bidder(s)

6. Review of all necessary transaction documents prepared by the legal consultant and assist the client in finalizing and execution of all the necessary legal documents
7. Co-ordination in transfer of Shareholding of SPV to selected bidder(s)
8. Co-ordination in signing of Power Purchase Agreement(s)

v. Overall support and liaisoning

1. Overall transaction support and assistance in co-ordination with various stakeholders and departments of the Client
2. Provide inputs on industry / market feedback/ intelligence and assist in making amendments, basis such feedback, if required.
3. Assist the client, by way of preparing relevant documents/petitions, in engaging with regulator on relevant regulatory discussions and approvals wherever help of the Advisor is required
4. Oversight of transaction implementation / documentation and highlight amendments, if required

Contract Duration

The contract duration for this engagement is envisaged initially for 6 months with provision of extension for further period on mutually agreed terms and conditions and considering the support required for implementation of the Scheme.

II. Team Structure

Based on the scope of work of, it is expected that the details of team members would be required to be submitted by the bidder. The bidder needs to provide declaration that the required team would be provided within 7 days of the award of the contract to MSEB Holding Co Ltd in its offices. Team will be deployed in MSEB Holding Co. Ltd. Fort office/ Bandra office in Mumbai and would have to attend the office on all working days throughout contract duration period.

Team Flexibility: Team resource deployment can be increased based on the implementation progress of MSKVY 2.0 scheme / number of projects to be monitored, at an additional fee as per expert deployed, work experience and skill set.

III. Deliverables/ Progress Report

The team will report to the Nodal Officer appointed by MSEB Holding Co Ltd for the purpose of the implementation of MSKVY 2.0 scheme. They will provide the

deliverables as mentioned in the Terms of Reference as per the scope of the work and/ as needed by MSEB Holding Co Ltd.

The team will provide Monthly Progress Report on the assignment to MSEB Holding Co Ltd which will also be utilized for the purpose of fee payment. It shall enclose the same with its Invoices for monthly payment to be released by MSEB Holding Co Ltd within 30 days upon receipt of the monthly Invoice.

IV. Submission and Payment of Bills

Consultant will have to submit the bills to Finance Dept of MSEB Holding Co Ltd at the end of every month, after internal scrutiny and audit of bill, payment will be made within 30 days from the date of Invoice.

V. Signing of Contract

The successful bidder within *seven (7)* days of receipt of Letter of Award shall sign the Contract Agreement on Stamp Paper (non-judicial) borne by bidder as per the rate specified in Bombay Stamp Act 1958 issued in Maharashtra and return it to the MSEB Holding Co Ltd.

Within *7 (Seven)* days of receipt of the Letter of Award, the successful bidder shall furnish to the MSEB Holding Co Ltd a *performance security deposit* equivalent to an amount of *five percent (5%)* of the Total Contract Price. The security deposit 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.

The security deposit shall be returned to the bidder after successful completion of the entire work at the end of the contract period. No interest will be paid on the Security Deposit.

VI. DEFAULT OF SERVICES BY CONSULTANCY

Notice to Correct

If the Consultant fails to carry out any of his obligations, or if not executing the services in accordance with the Contract, the MSEB Holding Co Ltd (Employer) Representative may give notice to the Consultant requiring him to make good such failure and remedy the same within a specified reasonable time.

Suspension

The Employer may, by written notice of suspension to the Consultant, suspend all payments to the Consultant if the Consultant fails to perform any of their obligations under the contract, including the carrying out of the services, provided that such notice of suspension shall Specifying the nature of failure and shall request to remedy such failure within a period not exceeding thirty (30) days after receipt by Consultant of such notice of suspension.

Termination

By the Employer:

If the Consultant:

- a. Fails to comply with scope of work mentioned under Annexure I.
- b. abandons or repudiates the Contract, or
- c. without reasonable excuse fails to demonstrate that sufficient capability is employed in the services to achieve completion within the Time for Completion, or
- d. becomes bankrupt or insolvent, goes into liquidation, has a receiving or administration order made against him, compounds with his creditors, or carries on business under a receiver, trustee or manager for the benefit of his creditors, or if any act is done or event occurs which (under any applicable law) has a similar effect to any of these acts or events, or
- e. assigns the Contract or subcontracts of the services without the required consent, or
- f. in the judgment of the Employer has engaged in corrupt and fraudulent practices in competing for or in executing the Contract, or fails to achieve the agreed monthly milestones for a period of 3 consecutive months, then the Employer may, after having given 14 days' notice to the Consultant, terminate the Consultant's services under the Contract. The rights and authorities conferred on the Employer and the Employer's Representative by the Contract shall not be affected.

By Consultant:

The Consultant may, by not less than sixty days' written notice to the Employer, such notice to be given after the occurrence of any of the events specified in the paragraphs (a) and (b) of this clause terminate this contract.

- a. If the Employer fails to pay any money due to Consultant pursuant to this contract and not subject to the dispute pursuant to the clause of suspension hereof after receiving written notice from the Consultant that such payment is overdue.
- b. If, as the result of Force Majeure, the Consultant is unable to perform a service.

Payment after Termination

After termination, the Employer shall not be liable to make any further payments to the Consultant until estimating the loss or damage arising from a breach of contract, the cost of damages, and remedying of any defects, damages for delay in completion (if any), and all other costs incurred by the Employer, have been established.

The Employer shall be entitled to recover from the Consultant the extra costs, if any, of completing the services after allowing for any sum due to the Consultant.

The security deposit of Consultant will be forfeited against above mentioned recoverable amounts and as a penalty for non-complying terms and conditions of contract successfully.

Corrupt or Fraudulent Practices

If in the opinion of the Employer the Consultant has engaged in corrupt or fraudulent practices, in competing for or in executing the Contract, then the Employer may, after having given 14 days' notice to the Consultant, terminate the Consultant's Service under the Contract.

VII. DISPUTES

Any disputes or differences arising under, out of or in connection with this enquiry or contract if not concluded shall be subject to exclusive jurisdiction of courts in Mumbai city of Maharashtra. The Indian Law shall govern the contract.