

## **FORMAT-6.1**

### **Covering Letter**

(The covering letter should be on the Letter Head of the Bidding Company/ Lead Member of the Bidding Consortium)

Date: \_\_\_\_\_ Reference No: \_\_\_\_\_

From:\_(Insert name and address of Bidding Company/  
Lead Member of the Bidding Consortium)

Tel.#:

Fax#:

E-mail address:

GST number:

To

**Chief Engineer (Renewable Energy)**  
**Maharashtra State Electricity Distribution Co. Ltd. (MSEDCL),**  
**Renewable Energy Section, 5th Floor, 'Prakashgad',**  
**Bandra (East), Mumbai - 400 051**  
**Email – ncetendermsedcl@gmail.com**  
**Tel. No.022-26474211.**  
**Web Site – www.mahadiscom.in**

**Sub: Response to RfS No. MSEDCL/RE/2021/500 MW Solar/Ph-VI/T-30 Dated 06.05.2021** for purchase of power from ----- MW grid connected solar power projects through competitive bidding process (followed by reverse e-auction)

Dear Sir,

We, the undersigned ..... [insert name of the 'Bidder'] having read, examined and understood in detail the RfS including Qualification Requirements in particular, terms and conditions of the standard PPA for supply of power for a period of 25 years from the Commercial Operation Date in case of proposed/new solar power projects i.e. the date on which full commissioning of the project capacity is achieved or for a period of 25 years from the date of execution of PPA for existing solar power projects and hereby submit our response to RfS. We confirm that in response to the aforesaid RfS, neither we nor any of our Ultimate Parent Company/ Parent Company/ Affiliate/ Group Company has submitted response to RfS other than this response to RfS, directly or indirectly, in response to the aforesaid RfS (as mentioned in Format 6.6 under Disclosure). We are submitting application for the development of following Solar Power Project(s):-

	<b>Capacity (MW)</b>	<b>Location of Project (Village, Taluka, District., State)</b>	<b>Sub-station Details</b>
<b>01</b>			
<b>02</b>			

(Note: 1. The bidder must ensure the project capacity mentioned should be as per Section 3.2 (2).

2. Delete/Insert the rows as applicable, and number the Projects and envelopes accordingly).

1. We give our unconditional acceptance to the RfS dated ----- and PPA.

In token of our acceptance to the RfS, and PPA along with the amendments and clarifications issued by MSEDCL, the same have been digitally signed by us and enclosed with the response to RfS. We shall ensure that the PPA is executed as per the provisions of the RfS, and provisions of PPA shall be binding on us. Further, we confirm that the Project shall be commissioned within a period of 15 (fifteen) months from the date of execution of the PPA, for projects being set up in Solar park, and within a period of 18 (eighteen) months from the date of execution of the PPA, for projects being set up outside Solar park.

2. Earnest Money Deposit (EMD): - (Please read Section 3.9 carefully before filling). We have enclosed EMD of Rs... (Insert Amount) in the form of bank guarantee no..... [Insert bank guarantee number] dated ..... [Insert date of bank guarantee] as per Format 6.3A from ..... [Insert name of bank providing bank guarantee] and valid up to.....in terms of Section 3.9 of this RfS. The total capacity of the Solar Power Project offered by us is ..... MW.

3. We hereby declare that in the event our Project get selected and we are not able to submit Bank Guarantee of the requisite value(s) towards PBG for the selected Projects within due time as mentioned in 3.9, respectively on issue of LOA by MSEDCL for the selected Projects and/or we are not able to sign PPA with MSEDCL within 1 month from date of issue of LOA or as intimated by MSEDCL, MSEDCL shall have the right to forfeit the EMD submitted by us and return the balance amount (if any) for the value of EMD pertaining to unsuccessful capacity.

4. We have submitted our response to RfS strictly as per Section – 6 (Formats) of this RfS, without any deviations, conditions and without mentioning any assumptions or notes in the said Formats.

5. We hereby declare that during the selection process, in the event our Project happens to be the last Project and MSEDCL offers a capacity which is less than our quoted capacity due to overall bid capacity limit, we shall accept such offered capacity.

6. Acceptance:

We hereby unconditionally and irrevocably agree and accept that the decision made by MSEDCL in respect of any matter regarding or arising out of the RfS shall be binding on us. We hereby expressly waive and withdraw any deviations and all claims in respect of this process.

7. Familiarity with Relevant Indian Laws & Regulations:

We confirm that we have studied the provisions of the relevant Indian laws and regulations as required to enable us to submit this response to RfS, execute the PPA in the event of our selection as Successful Bidder.

8. In case of our selection as the Successful bidder and the project being executed by a Special Purpose Vehicle (SPV) incorporated by us which shall be our 100% subsidiary, we shall infuse necessary equity to the requirements of RfS. Further we will submit a Board Resolution prior to signing of PPA with MSEDCL, committing total equity infusion in the SPV as per the provisions of RfS.

9. We hereby undertake that in the event of our project is selected, we shall be solely responsible for getting the connectivity within 9 (nine) months from the date of execution of the Power Purchase Agreement, for projects being set up in Solar park, and within 12 (twelve) months from the date of execution of the Power Purchase Agreement, for projects being set up outside Solar park. In the event of delay in commissioning, the provisions of Section 3.14 of the RfS/ relevant Sections of PPA shall be applied on such projects. Further, the project shall not be considered as commissioned unless the connectivity with STU /CTU/DISCOM grid is established, SNA/MEDA registration and RLDC/SLDC/DISCOM issues certificate of commissioning. We are submitting our response to the RfS with formats duly signed as desired by you in the RfS online for your consideration.

10. It is confirmed that our response to the RfS is consistent with all the requirements of submission as stated in the RfS, including all clarifications and amendments and subsequent communications from MSEDCL.

11. The information submitted in our response to the RfS is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our response to the RfS.

12. We confirm that all the terms and conditions of our Bid are valid up to (Insert date in dd/mm/yyyy) for acceptance (i.e. a period of one hundred eighty (180) days from the last date of submission of response to RfS).

13. Contact Person:

Details of the representative to be contacted by MSEDCL are furnished as under

Name : .....

Designation : .....

Company : .....

Address : .....

Phone Nos. : .....

Mobile Nos. : .....

Fax Nos. : .....

E-mail address:.....

14. We have neither made any statement nor provided any information in this Bid, which to the best of our knowledge is materially inaccurate or misleading. Further, all the confirmations, declarations and representations made in our Bid are true and accurate. In case this is found to be incorrect after our selection as Successful Bidder, we agree that the same would be treated as a Power Producer's event of default under PPA and consequent provisions of PPA shall apply.

Dated the day of \_\_, 20...

Thanking you,

Yours faithfully,

(Name, Designation and Signature of Person Authorized by the board as per Section 3.18  
(5) (a))

## FORMAT-6.2

### (Applicable only in case of Consortiums)

#### FORMAT FOR POWER OF ATTORNEY

(To be provided by each of the other members of the Consortium in favor of the Lead Member)

#### POWER OF ATTORNEY

(To be executed on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution.)

KNOW ALL MEN BY THESE PRESENTS THAT M/s.....having its registered office at ... ..and M/s ..... having its registered office at ..... , (Insert names and registered offices of all Members of the Consortium) the Members of Consortium have formed a Bidding Consortium named ..... (insert name of the Consortium if finalized) (hereinafter called the 'Consortium') vide Consortium Agreement dated..... and having agreed to appoint M/s.....as the Lead Member of the said Consortium do hereby constitute, nominate and appoint M/s.....a company incorporated under the laws of .....and having its Registered /Head Office at .....as our duly constituted lawful Attorney (hereinafter called as Lead Member) to exercise all or any of the powers for and on behalf of the Consortium in regard to submission of the response to **RfS No. MSEDCL/RE/2021/500 MW Solar/Ph-VI/T-30 Dated 06.5.2021**

We also authorize the said Lead Member to undertake the following acts:

- i) To submit on behalf of Consortium Members response to RfS.
- ii) To do any other act or submit any information and document related to the above response to RfS Bid.

It is expressly understood that in the event of the Consortium being selected as Successful Bidder, this Power of Attorney shall remain valid, binding and irrevocable until the Bidding Consortium achieves execution of PPA.

We as the Member of the Consortium agree and undertake to ratify and confirm all whatsoever the said Attorney/Lead Member has done on behalf of the Consortium Members pursuant to this Power of Attorney and the same shall bind us and deemed to have been done by us.

IN WITNESS WHEREOF M/s ..... as the Member of the Consortium have executed these presents on this..... day of .....under the Common Seal of our company.

For and on behalf of Consortium Member M/s.....

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(Signature of person authorized by the board)  
(Name, Designation, Place, Date)

Accepted

-----

(Signature, Name, Designation and Address  
of the person authorized by the board of the Lead Member)

Attested

-----

(Signature of the executant)

-----

(Signature & stamp of Notary of the place of execution)

Place:----- Date:-----

**Note:** - Lead Member in the Consortium shall have the controlling shareholding in the Company as defined in Section 2 of the RfS.

## FORMAT- 6.3 A

### Format for Earnest Money Deposit

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution.)

Ref.\_\_\_\_Bank Guarantee No.\_\_\_\_ Date:\_\_\_\_\_

In consideration of the -----[Insert name of the Bidder] (hereinafter referred to as 'Bidder') submitting the response to RfS inter alia for selection of the Project/Projects of the cumulative capacity of ..... MW [Insert cumulative Project capacity proposed] for Procurement of up to ----- MW of Power from grid-Connected Solar Power Projects for long term basis, in response to the RfS No. **MSEDCL/RE/2021/500 MW Solar/Ph-VI/T-30 Dated 06.05.2021** issued MSEDCL and MSEDCL considering such response to the RfS of ..... [Insert the name of the Bidder] as per the terms of the RfS, the..... [insert name & address of bank] hereby agrees unequivocally, irrevocably and unconditionally to pay to MSEDCL at [Insert Name of the Place from the address of MSEDCL] forthwith on demand in writing from MSEDCL or any Officer authorized by it in this behalf, any amount up to and not exceeding Rupees -----[Insert amount not less than that derived on the basis of INR 4 Lakhs per MW of cumulative capacity proposed, only, on behalf of M/s. [Insert name of the Bidder].

This guarantee shall be valid and binding on this Bank up to and including [insert date of validity in accordance with Section 3.9 of this RfS] and shall not be terminable by notice or any change in the constitution of the Bank or the term of contract 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 parties to the respective agreement.

Our liability under this Guarantee is restricted to INR\_\_\_\_\_(INR only).

Our Guarantee shall remain in force until [insert date of validity in accordance with Section 3.9 of this RfS]. MSEDCL shall be entitled to invoke this Guarantee till .....[insert date of validity in accordance with Section 3.9 of this RfS].

The Guarantor Bank hereby agrees and acknowledges that the MSEDCL shall have a right to invoke this BANK GUARANTEE in part or in full, as it may deem fit.

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

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by ----- [Insert name of the Bidder] and/or any other person. The Guarantor Bank shall not require MSEDCL to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against MSEDCL

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 shall have exclusive jurisdiction.

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 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 MSEDCL 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 or to enforce any security held by MSEDCL 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 MSEDCL and may be assigned, in whole or in part, (whether absolutely or by way of security) by MSEDCL to any entity to whom MSEDCL is entitled to assign its rights and obligations under the PPA.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to INR \_\_\_\_\_ (INR\_\_ only) and it shall remain in force until \_\_ [Date to be inserted on the basis of **Section 3.9** of this RfS]. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if MSEDCL serves upon us a written claim or demand.

Signature

Name

Power of Attorney No. \_\_\_\_\_

For

\_\_\_\_\_[Insert Name of the Bank]\_\_\_\_\_

E-mail ID of the bank:

Banker's Stamp and Full Address. Dated this \_\_ day of \_\_, 20 \_\_\_\_\_