

## **Section 5: Other Provisions**

### **5.1 General Design of the Facility:**

The Bidder shall ensure to operate and maintain the Facility in accordance with the relevant technical standards in terms of the Electricity Act 2003 and Rules, Regulations, Orders and Policy decisions there under.

The Bidder shall ensure that the Facility at all times (Applicable for Intra-State Projects only):

- i) Have SCADA installation/ any other continuous communication facility for transferring the data of Wind-Solar Hybrid generation from the Facility's switchyard to the State Grid's Sub-Station;
- ii) Have installed Special Energy Meter (SEM) with telecommunication facility with availability based tariff (ABT) feature as per relevant CEA specifications / regulations as may be applicable.
- iii) Moreover, it shall be mandatory to provide real time visibility of electricity generation to MSLDC at Airoli, Navi Mumbai, Maharashtra through RTU-DC, V-SAT.

## **SECTION 6: FORMATS FOR BID SUBMISSION**

## Section 6: Formats for Bid Submission

The following formats are required to be submitted as part of the RfS. These formats are designed to demonstrate the Bidder's compliance with the Qualification Requirements set forth in Section 3.6, 3.16, 3.18 of Section 3 and other submission requirements specified in the RfS.

- a) Format of Covering Letter (Format 6.1)
- b) Format for Power of Attorney (Format 6.2)
- c) Format for Earnest Money Deposit (EMD) (Format 6.3 A)
  - i) Format for Performance Bank Guarantee (Format 6.3 B)
  - ii) Format for Board Resolutions (Format 6.4)
- d) Format for the Consortium Agreement (Format 6.5)
- e) Format for Disclosure (Format 6.6)
- f) Format for submission of financial bid (Formats 6.7)
- g) Check List for Bank Guarantees (Annexure-A)
- i) List of Banks (Annexure-B)
- j) Special Instructions to Bidders for e-Tendering and Reverse Auction (Annexure-C)

The Bidder may use additional sheets to submit the information for their detailed response.

## 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#

To

**Chief Engineer (Renewable Energy)  
Maharashtra State Electricity Distribution Co. Ltd.,  
Renewable Energy Section, 5th Floor,  
'Prakashgad', Bandra (East),  
Mumbai - 400 051**

PURCHASE OF POWER FROM 500 MW GRID CONNECTED WIND-SOLAR  
HYBRID 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 draft PPA for supply of power for 25 years from the date of COD (for the proposed projects) and date of execution of PPA (for already commissioned projects) of the Project to MSEDCL 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 Wind solar Wind-Solar Hybrid Power Project:-

	<i>Capacity (MW)</i>	<i>Location of Project (Village, Taluka, District.)</i>	<i>Sub-station Details</i>
01			
02			
03			

(Note 1: The bidder must ensure the project capacity mentioned should be as per Section 3.2.2.

Note 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 18 months from the date of execution of PPA.

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 Wind-Solar Hybrid 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 Section 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 01 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:

8. 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.
9. 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.
10. We hereby undertake that in the event of our project is selected, we shall be solely responsible for getting the connectivity within the period of 3 months from the date of signing of PPA. In the event of delay in commissioning, the provisions of Section 3.14 of the RfS/ relevant articles of PPA shall be applied on such projects. Further, the project shall not be considered as commissioned unless the connectivity with STU / C T U/DISCOM grid is established, SNA/MEDA registration certificate 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.
11. 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.
12. 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.
13. 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).
14. 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:.....

15. 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)

## 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 / Competitive / 500 MW / Wind-Solar Hybrid dated.....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.....  
----- (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 500 MW [Insert cumulative Project capacity proposed] for Procurement of up to ----- MW of Power from grid- Connected Wind-Solar Hybrid Power Projects for long term basis, in response to the RfS No. MSEDCL/Competitive/ 500 MW/ Wind-Solar Hybrid dated ----- issued by 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 [Insert the Place from the address of MSEDCL] forthwith on demand in writing from MSEDCL or any name of Officer authorized by it in this behalf, any amount up to and not exceeding Rupees -----[Insert the amount not less than that derived on the basis of Rs. 10 Lakhs per MW of cumulative capacity Bidder] proposed, only, on behalf of M/s.

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 Rs. \_\_\_\_\_ 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