

REQUEST FOR SELECTION (RFS) FOR PROCUREMENT OF 50 MW (AC) SOLAR POWER FROM PROJECTS TO BE DEVELOPED IN BARAMATI DISTRICT/CIRCLE OF MSEDCL THROUGH COMPETITIVE BIDDING PROCESS (FOLLOWED BY E-REVERSE AUCTION)

AMENDMENTS/ADDENDUMS IN REQUEST FOR SELECTION (RFS):

S. No.	Clause No.	Current Clause	Amendment/Addendum
1.		<p>"Affiliate" shall mean a Company that, directly or indirectly,</p> <ul style="list-style-type: none"> i. controls, or ii. is controlled by, or iii. is under common control with, a Company developing a Project or a Member in a Consortium developing the Project and control means ownership by one Company of at least 26% (twenty-six percent) of the voting rights/ paid up share capital of the other Company; 	<p>"Affiliate" shall mean a Bidder or a Bidding Entity that, directly or indirectly,</p> <ul style="list-style-type: none"> i. controls, or ii. is controlled by, or iii. is under common control with, a Bidder (in case of a single Bidder) developing a Project or iv. a Member in a Bidding Consortium (in the case of a Consortium) developing the Project and control means ownership by one Bidding Entity of at least 26% (twenty-six percent) of the voting rights/ paid up share capital of the other Entity;
2.	Section 2 – Definitions	<p>"Bidder" shall mean Bidding Company or a Limited Liability Company (LLC) or a Bidding Consortium submitting the Bid. Any reference to the Bidder includes Bidding Company / Bidding Consortium/Consortium Member of a Bidding Consortium including its successors, executors and permitted assigns and Lead Member of the Bidding Consortium jointly and severally, as the context may require.;</p>	<p>"Bidder" or "Bidding Entity" shall mean Bidding Company or a Limited Liability Company (LLC) or a Bidding Consortium or a Proprietary Concern or an Individual or a Co-operative Society submitting the Bid. Any reference to the Bidder includes Bidding Company / Proprietary Concern / Individual / Co-Operative Society / Bidding Consortium/ Consortium Member of a Bidding Consortium including its successors, executors and permitted assigns and Lead Member of the Bidding Consortium jointly and severally, as the context may require.;</p>
3.	Section 2 – Definitions	<p>"Bidding Consortium" or "Consortium" refers to a group of Companies that has collectively submitted the response</p>	<p>"Bidding Consortium" or "Consortium" shall mean the reference to the group of Bidders or Bidding Entities, each</p>

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		in accordance with the provisions of these guidelines.	being a Member in a Bidding Consortium, if the Bid has been submitted jointly by more than one Bidder.
4.	Section 2 – Definitions	“Company” shall mean a body corporate incorporated in India under the Companies Act, 1956 or the Companies Act, 2013, as applicable;	“Company” shall mean a body incorporated in India under the Companies Act, 1956 or the Companies Act, 2013, as applicable;
5.		–	“Conflict of Interest” A Bidder may be considered to be in a conflict of interest with one or more Bidders in the same bidding process if they have a relationship with each other,
6.	Section 2 – Definitions	–	“Co-Operative Society” shall mean a body registered in India under the Co-operative Societies Act, 1912;
7.	3.4.2	A Bidder including its Parent, Ultimate Parent, Affiliate, / Group Company (ies) or any other Group Entity (ies) either bidding as Single Bidder or as a Consortium can submit only one (1) Bid for (1) one District/Circle. Submitting multiple bids from same company including its Parent/ Ultimate Parent /Affiliates/Group Companies shall make all the bids submitted by the group invalid.	A Bidder including its Parent, Ultimate Parent, Affiliate, Group Company (ies) or any other Group Entity (ies) either bidding as Single Bidder or as a Consortium can submit only one (1) Bid for (1) one District / Circle. Submitting multiple bids from the same Bidder including its Affiliates / Parent / Ultimate Parent /Group Companies shall make all the bids submitted by the group invalid. Bidder in Conflict of Interest (as defined in the RfS) with one another shall be liable for disqualification/ rejection under the sole discretion of MSEDCL. Further, the Bidders shall provide relevant disclosure as specified in Format 6.6 of the RfS.
8.	3.5.2	The Bidding Entity should be incorporated in India under the Companies Act 1956 or Companies Act, 2013 as applicable.	The Bidding Entity should be incorporated or registered in India under the Companies Act 1956 or Companies Act, 2013 or Co-operative Societies Act, 1912, as applicable.
9.	3.5.3	Any consortium, if selected as successful bidder for the purpose of supply of power to MSEDCL, shall incorporate a Project company/ Special Purpose Vehicle (SPV) with equity participation by the Members in line with consortium agreement (to be submitted along with the response to RfS) before signing of PPA., i.e. the Project Company incorporated shall have the same shareholding	Any consortium, if selected as successful bidder for the purpose of supply of power to MSEDCL, shall incorporate a Project company / Special Purpose Vehicle (SPV) with equity participation by the Members in line with consortium agreement (to be submitted along with the response to RfS) before signing of PPA., i.e. the Project Company incorporated shall have the same shareholding pattern at the time of

S. No.	Clause No.	Current Clause	Amendment/Addendum
		pattern at the time of signing of PPA as given at the time of submission of response to RfS.	signing of PPA as given at the time of submission of response to RfS.
10.	3.6.1.(ii)	Bidders shall have to furnish a Certificate from Chartered Accountants, certifying the Networth per MW of quoted capacity as on 31 st March, 2018. For avoidance of doubt, “net worth” as per Section 2 (57) of the Companies Act 2013 means the aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write- back of depreciation and amalgamation.	Bidders shall have to furnish a Certificate from a practising and certified Chartered Accountant, certifying the Networth per MW of quoted capacity as on 31 st March, 2018. For avoidance of doubt, in case Bidder is a Company then “net worth” shall be as defined in Section 2 (57) of the Companies Act 2013 means the aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write- back of depreciation and amalgamation. In case Bidder is an Individual or a Propriety Concern or a Co-Operative Society then the Bidder shall be required to submit audited annual accounts as required by Indian Laws. The determination of Net Worth shall be based on the audited annual accounts by deducting the aggregate value of all the liabilities from the aggregate value of all the assets.
11.	3.6.3	The Bidder may seek qualification on the basis of financial capability of its Affiliate(s) for the purpose of meeting the qualification requirements as per Clause 3.6.1 & 3.6.2 above. In case of the Bidder being a Bidding Consortium, any Member may seek qualification on the basis of financial capability of its Affiliate(s). In such cases, the Bidder shall be required to submit Board Resolutions from the respective Affiliate(s), undertaking to contribute the required equity funding and performance bank guarantees in case the Bidder(s) fail to do so in accordance with the	The Bidder may seek qualification on the basis of financial capability of its Affiliate(s) for the purpose of meeting the qualification requirements as per Clause 3.6.1 & 3.6.2 above. In case of the Bidder being a Bidding Consortium, any Member may seek qualification on the basis of financial capability of its Affiliate(s). In such cases, the Bidder shall be required to submit Board Resolutions from the respective Affiliate(s), in case Bidder being a Company, undertaking to contribute the required equity funding and performance bank guarantees in case the Bidder(s) fail to do so in accordance with the RfS. In

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		RfS. In case of non-availability of the Board Resolution as required above, a letter from the CEO/Managing Director of the respective Affiliate(s), undertaking the above, shall be required to be submitted and the requisite Board Resolution from the Affiliate(s) shall be required to be submitted prior to signing of PPA.	case of non-availability of the Board Resolution as required above, a letter from the CEO/Managing Director of the respective Affiliate(s), undertaking the above, shall be required to be submitted and the requisite Board Resolution from the Affiliate(s) shall be required to be submitted prior to signing of PPA. In case of the Bidder being an Individual or a Propriety Concern, the Bidder shall be required to submit a letter from the Individual or Proprietor of the respective Affiliate(s), undertaking the above.
12.	3.16	Minimum Paid up Share Capital to be held by Project Promoter	Minimum Paid up Share Capital to be held by Bidder
13.	3.16.(i)	The Company developing the project shall provide complete information in their bid in reference to RfS about the Promoters and their shareholding in the company indicating the controlling shareholding before signing of PPA with MSEDCL.	The Bidder developing the project shall provide complete information in their bid in reference to RfS about the Owners or Promoters or Proprietor or Members of the Co-Operative Society and their shareholding in the Bidding Entity indicating the controlling shareholding before signing of PPA with MSEDCL.
14.	3.16.(ii)	The successful bidder, if being a single company, shall ensure that its shareholding in the SPV/project company executing the PPA shall not fall below 51% (fifty-one per cent) at any time prior to 1 (one) year from the COD, except with the prior approval of MSEDCL. However, in case the Project is being set up by a Public Limited Company, this condition will not be applicable.	The successful bidder, if being a single bidding entity, shall ensure that its shareholding in the entity executing the PPA shall not fall below 51% (fifty-one per cent) at any time prior to 1 (one) year from the COD, except with the prior approval of MSEDCL. However, in case the Project is being set up by a Public Limited Company, this condition will not be applicable.
15.	3.16.(iii)	In the event the successful bidder is a consortium, then the combined shareholding of the consortium members in the SPV/project company executing the PPA, shall not fall below 51% at any time prior to 1 (one) year from the COD, except with the prior approval of the MSEDCL.	In the event the successful bidder is a consortium, then the combined shareholding of the consortium members in the entity executing the PPA, shall not fall below 51% at any time prior to 1 (one) year from the COD, except with the prior approval of the MSEDCL.
16.	3.16.(iv)	However, in case the successful bidder shall be itself executing the PPA, then it shall ensure that its promoters	However, in case the successful bidder shall itself be executing the PPA, then it shall ensure that its owners or promoters or

S. No.	Clause No.	Current Clause	Amendment/Addendum
		shall not cede control (Control shall mean ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such Company or right to appoint majority Directors) till 1 (one) year from the COD, except with the prior approval of MSEDCL. In this case it shall also be essential that the successful bidder shall provide the information about its promoters and their shareholding to MSEDCL before signing of the PPA with MSEDCL.	Proprietor or Members of the Co-Operative Society shall not cede control (Control shall mean ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such entity or right to appoint majority Directors) till 1 (one) year from the COD, except with the prior approval of MSEDCL. In this case it shall also be essential that the successful bidder shall provide the information about its promoters and their shareholding to MSEDCL before signing of the PPA with MSEDCL.
17.	3.16.(vi)	In case, the financial eligibility and qualification is attained through financials of Parent Company, then the shareholding pattern of the Parent Company shall not change till the achievement of Financial Closure and the shareholding pattern of the bidding entity shall not change till one year from the date of COD.	In case, the financial eligibility and qualification is attained through financials of Parent Company or Affiliate, then the shareholding pattern of the Parent Company or Affiliate shall not change till the achievement of Financial Closure and the shareholding pattern of the bidding entity shall not change till one year from the date of COD.
18.	3.18.5	Board Resolutions, as per prescribed formats enclosed as Format 6.4 duly certified by the Company Secretary or the Director of the relevant Bidder, as applicable to the Bidder and mentioned hereunder:	Board Resolutions, as per prescribed formats enclosed as Format 6.4 duly certified by the appropriate authority or in case Bidding Entity being a Company the Board Resolution shall have to be certified by Company Secretary or the Director of the relevant Bidder, as applicable to the Bidder and mentioned hereunder
19.	3.18.5.(a)	Board resolution from the Bidding Company or the Lead Member of the Consortium, as the case may be, in favour of the person signing the response to RfS and in the event of selection of the Projects, to sign the PPA with the MSEDCL. Board Resolution from each of the Consortium Members in favour of the person signing Consortium Agreement.	Board resolution from the Bidding Entity or the Lead Member of the Consortium, as the case may be, in favour of the person signing the response to RfS and in the event of selection of the Projects, to sign the PPA with MSEDCL. Board Resolution from each of the Consortium Members in favour of the person signing Consortium Agreement.
20.	3.18.5.(b)	Board Resolution from the Bidding Company committing one hundred percent (100%) of the equity requirement for the Project / Board Resolutions from each of the Consortium Members together in aggregate committing to	Board Resolution from the Bidding Entity committing one hundred percent (100%) of the equity requirement for the Project / Board Resolutions from each of the Consortium Members together in aggregate committing to one hundred

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		one hundred percent (100%) of equity requirement for the Project (in case of Bidding Consortium); and	percent (100%) of equity requirement for the Project (in case of Bidding Consortium); and
21.	3.18.5.(c)	Board Resolutions from each of the Consortium Members and Lead member contributing such additional amount over and above the percentage limit (specified for the Lead Member and other member in the Consortium Agreement) to the extent becoming necessary towards the total equity share in the Project Company, obligatory on the part of the Consortium pursuant to the terms and conditions in the Consortium Agreement.	Board Resolutions from each of the Consortium Members and Lead member contributing such additional amount over and above the percentage limit (specified for the Lead Member and other member in the Consortium Agreement) to the extent becoming necessary towards the total equity share in the Project, obligatory on the part of the Consortium pursuant to the terms and conditions in the Consortium Agreement.
22.	3.18.10.(a)	Memorandum of Association, Section of Association needs to be attached along with the bid. The bidder should also highlight the relevant provision which highlights the objects relating to generation and sale of Power/ Energy/ Renewable Energy/ Solar Power plant development.	In case Bidding Entity is a Company, the Bidder shall submit the Memorandum of Association, Section of Association needs to be attached along with the bid. The bidder should also highlight the relevant provision which highlights the objects relating to generation and sale of Power/ Energy/ Renewable Energy/ Solar Power plant development. In case the Bidding Entity is a Co-Operative Society, the Bidder shall submit the registered Bye – laws. The bidder should also highlight the relevant provision which highlights the objects relating to generation and sale of Power/ Energy/ Renewable Energy/ Solar Power plant development.
23.	3.18.10.(b)	In case, there is no mention of the above provisions in the MoA/ AoA of the bidding company, the same has to be amended and submitted prior to signing of PPA, if the bidder is selected as Successful bidder.	In case, there is no mention of the above provisions in the MoA, AoA or the Bye - Laws of the bidding company, the same has to be amended and submitted prior to signing of PPA, if the bidder is selected as Successful bidder.
24.	3.18.10.(c)	Certificate of Incorporation of Bidding Company / all member companies of Bidding Consortium.	In case Bidder or a Bidding Consortium is a Company, the Bidder or all member companies of Bidding Consortium shall submit its Certificate of Incorporation. In case the Bidding Company is an Individual or Propriety Concern, the Bidder shall submit the documents such as Statutory License or Registration or GST Registration or Certificate of Registration

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			under Shop & Establishment Act or Permanent Account Number (PAN) issued by Income Tax Department of India. In case the Individual or Propriety Concern does not have GST registration, then they shall provide the Certificate of GST registration before signing of PPA. In case the Bidding Company is a Co-Operative Society, then the Bidder shall submit the document of Registration with the Registrar under the Co-operative Societies Act, 1912.
25.	3.18.10.(d)	A certificate of shareholding of the bidding company, its Parent and Ultimate Parent (if any), duly certified by a practicing Chartered Accountant / Company Secretary as on a date within one week prior to the last date of bid submission.	A certificate of shareholding of the bidding entity, its Affiliate, Parent and Ultimate Parent (if any), duly certified by a practicing Chartered Accountant / Company Secretary / or any other appropriate authority as per Indian Laws as on a date within one week prior to the last date of bid submission.
26.	3.18.10.(e)	Documents containing information about the Promoters and their shareholding in the Company (as on a date within one week prior to the last date of bid submission) to MSEDCL indicating the controlling shareholding at the stage of submission of response to RfS to MSEDCL as per Section 3.16. MSEDCL reserves the right to seek additional information relating to shareholding in promoter companies, their parents/ ultimate parents and other group companies to satisfy themselves that RfS conditions have been complied with and the bidder will ensure submission of the same within the required time lines. Certified copies of annual audited accounts for the last financial year, i.e. FY 2017-18 as applicable shall be required to be submitted; OR in case the Bidder is a newly formed company, then the certificate issued by a Chartered Accountant with certified copy of Balance sheet, Profit & Loss account, Schedules and cash flow statement supported with bank statement (if available) shall be	Documents containing information about the Promoters / Proprietors or Members (in case of a Cooperative Society) and their shareholding in the Entity (as on a date within one week prior to the last date of bid submission) to MSEDCL indicating the controlling shareholding at the stage of submission of response to RfS to MSEDCL as per Section 3.16. MSEDCL reserves the right to seek additional information relating to shareholding in bidding entity, their parents/ ultimate parents and other group entities to satisfy themselves that RfS conditions have been complied with and the bidder shall ensure submission of the same within the required time lines. Certified copies of annual audited accounts for the last financial year, i.e. FY 2017-18 as applicable shall be required to be submitted; In case Bidder being an Individual or a Propriety Concern or a Co-Operative Society then the Bidder shall be required to submit audited annual accounts as required by Indian Laws. In case the Bidder is a newly formed entity, then the certificate issued by a Chartered Accountant

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		required to be submitted.	with certified copy of Balance sheet, Profit & Loss account, Schedules and Cash Flow Statement supported with bank statement (if available) shall be required to be submitted.
27.	FORMAT-6.1 Covering Letter		Revised Format 6.1 has been enclosed as Annexure.
28.	FORMAT-6.2 POWER OF ATTORNEY		Revised Format 6.2 has been enclosed as Annexure.
29.	FORMAT- 6.3 A Earnest Money Deposit		Revised Format 6.3.A has been enclosed as Annexure.
30.	FORMAT- 6.3 B Performance Bank Guarantee		Revised Format 6.3.B has been enclosed as Annexure.
31.	FORMAT-6.4 Board Resolutions		Revised Format 6.4 has been enclosed as Annexure.
32.	FORMAT- 6.5 Consortium Agreement		Revised Format 6.5 has been enclosed as Annexure.
33.	FORMAT- 6.6 Disclosure		Revised Format 6.6 has been enclosed as Annexure.

AMENDMENTS/ADDENDUMS IN DRAFT POWER PURCHASE AGREEMENT (DRAFT PPA):

S. No.	Article No.	Current Clause	Amendment/Addendum
1.	Page 3	This Power Purchase Agreement is made and entered into at Mumbai on this day of ----- 2019 between M/s----- -----Company having its registered office -----at ----- -----India (hereinafter referred to as "Solar Power Generator", which expression shall, unless repugnant to the context or meaning thereof, include its successors and assignees) as party of first part.	This Power Purchase Agreement is made and entered into at Mumbai on this day of ----- 2019 between [Successful Bidder] ----- having its registered office -----at ----- -----India (hereinafter referred to as "Solar Power Generator", which expression shall, unless repugnant to the context or meaning thereof, include its successors and assignees) as party of first part.
2.	Article 1: Definitions	"Financial Closure" or "Project Financing Arrangements" shall mean arrangement of necessary funds by the Bidder / Solar Power Generator either by way of commitment of funds by the Company from its internal resources and/or tie up of funds through a bank / financial institution by way of a legally binding agreement for commitment of such finances.	"Financial Closure" or "Project Financing Arrangements" shall mean arrangement of necessary funds by the Bidder / Solar Power Generator either by way of commitment of funds by the <u>Successful Bidder</u> from its internal resources and/or tie up of funds through a bank / financial institution by way of a legally binding agreement for commitment of such finances.

ANNEXURE

FORMAT-6.1

Covering Letter

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

Date: _____ Reference No: _____

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

Tel. #:

Fax #:

E-mail address:

GST number:

To

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

Sub: Response to **RfS No. MSEDCL/CE/RE/2019/1400 MW/ Solar/T-20 dated 08/01/2019**
FOR PURCHASE OF 50 MW (AC) SOLAR POWER FROM PROJECTS TO BE
DEVELOPED IN ____District/Circle IN MSEDCL THROUGH COMPETITIVE BIDDING
PROCESS (FOLLOWED BY E-REVERSE AUCTION) for _____ District/Circle

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 of proposed / new 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 / Parent / Affiliate/ Group Entities 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):-

	Location of Project (Village, Taluka, District)	Sub-station Details	Proposed Capacity (MW)
01			
02			
...			
Total			

(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 of 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 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
7. 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.

8. Familiarity with Relevant Indian Laws & Regulations:
9. 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.
10. 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.
11. 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 10 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 Sections of PPA shall be applied on such projects. Further, the project shall not be considered as commissioned unless the connectivity with MSEDCL grid is established, SNA/MEDA registration and SLDC / MSEDCL 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.
12. 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.
13. 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.
14. 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).
15. Contact Person

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

Name :.....

Designation :

..... Entity

:

Address :

..... Phone

Nos. :

Mobile Nos. :

..... Fax

Nos. :

.....

E-mail address:.....

16. 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 Solar Power Generator's event of default under PPA and consequent provisions of PPA shall apply.

Dated the ... day of ..., 2019

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 THAThaving its registered office at,,and 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 appointas the Lead Member of the said Consortium do hereby constitute, nominate and appointan entity incorporated under the laws ofand having its Registered /Head Office atas 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/CE/RE/2019/1400 MW/ Solar/T-20 dated 08/01/2019.**

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 ofunder 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 Rs. 500/-)

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, through competitive bidding process (followed by e-reverse auction), in response to the RfS No. **MSEDCL/CE/RE/2019/1400 MW/ Solar/T-20 dated 08/01/2019** 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 Rs. 8 Lakhs per MW of cumulative capacity proposed, only, on behalf of [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 Rs. (Rupees. 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 Rs. _____ (Rupees. __ 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 __, 2019

FORMAT- 6.3 B

Format for Performance Bank Guarantee for Solar Power Project

(To be executed on stamp paper of Rs.500/- by SPV/Project Entity)

In consideration of the ----- [Insert name of the Bidder] (hereinafter referred to as selected Solar Power Generator) submitting the response to RfS inter alia for selection of the Project of the capacity of MW, at[Insert name of the place] for supply of power there from on long term basis, in response to the RfS dated..... issued by Maharashtra State Electricity Distribution Company Limited(hereinafter referred to as MSEDCL) and MSEDCL considering such response to the RfS of[insert the name of the selected Solar Power Generator] (which expression shall unless repugnant to the context or meaning thereof include its executors, administrators, successors and assignees) and selecting the Solar Power Project of the Solar Power Generator and issuing Letter of Intent No ----- to (Insert Name of selected Solar Power Producer) as per terms of RfS and the same having been accepted by the selected bidders. Whereas -----[Insert name of the SPV] is a Special Purpose Vehicle (SPV/Project Entity) of ----- [Insert name of the Bidder] resulting in a Power Purchase Agreement (PPA) to be entered into, for purchase of Power from [SPV/Project company], M/s ----- . 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 the MSEDCL] forthwith on demand in writing from MSEDCL or any Officer authorised by it in this behalf, any amount up to and not exceeding Rupees----- [Total Value] only, on behalf of M/s_____ [SPV/Project Entity]

This guarantee shall be valid and binding on this Bank up to and including..... 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..... MSEDCL shall be entitled to invoke this Guarantee till

The Guarantor Bank hereby agrees and acknowledges that 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 SPV/Project Entity] 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 Maharashtra 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 selected Solar Power Generator/Project Entity, to make any claim against or any demand on the selected Solar Power Generator/ Project Entity or to give any notice to the selected Solar Power Generator/Project Entity or to enforce any security held by MSEDCL or to exercise, levy or enforce any distress, diligence or other process against the selected Solar Power Generator/Project Entity.

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 Rs.....(Rs. _____only) and it shall remain in force untilWe 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_____

Witness:

1. Signature

Name and Address

2. Signature

Name and Address

Notes:

1. The Stamp Paper should be in the name of the Executing Bank or the party on whose behalf the BG has been issued.
2. The Performance Bank Guarantee shall be executed by any of the Bank from the List of Banks mentioned in this RfS.

FORMAT-6.4

Format for Board Resolutions

The Board, after discussion, at the duly convened Meeting on (Insert date), with the consent of all the Directors present and in compliance of the provisions of the Companies Act, 1956 or Companies Act 2013, as applicable, passed the following Resolution:

1. **RESOLVED THAT** Mr/Ms....., be and is hereby **authorized** to do on our behalf, all such acts, deeds and things necessary in connection with or incidental to our response to RfS vide **RfS No. MSEDCL/CE/RE/2019/1400 MW/ Solar/T-20 dated 08/01/2019** for purchase of ----- MW (ac) solar power from projects to be developed in - ----- District/Circle of MSEDCL through competitive bidding process (followed by e-reverse auction), including signing and submission of all documents and providing information / response to RfS to Maharashtra State Electricity Distribution Company Limited(MSEDCL), representing us in all matters before MSEDCL, and generally dealing with MSEDCL in all matters in connection with our bid for the said Project. **(To be provided by the Bidding Entity or the Lead Member of the Consortium)**
2. **FURTHER RESOLVED THAT** pursuant to the provisions of the Companies Act, 1956 or Companies Act, 2013 or Cooperative Societies Act 1912, as applicable and compliance thereof and as permitted under the Memorandum and Articles of Association of the Company or the registered Bye – Laws of Cooperative Societies, as applicable, approval of the Board be and is hereby accorded to invest total equity in the Project. **(To be provided by the Bidding Entity)**

[Note: In the event the Bidder is a Bidding Consortium, in place of the above resolution at Sl. No. 2, the following resolutions are to be provided]

FURTHER RESOLVED THAT pursuant to the provisions of the Companies Act, 1956 or Companies Act, 2013 or Cooperative Societies Act 1912, as applicable and compliance thereof and as permitted under the Memorandum and Articles of Association of the Company or the registered Bye – Laws of the Cooperative Society, as applicable, approval of the Board be and is hereby accorded to invest (----%) equity [Insert the % equity commitment as specified in Consortium Agreement] in the Project. **(To be provided by each Member of the Bidding Consortium including Lead Member such that total equity is 100%)**

FURTHER RESOLVED THAT approval of the Board be and is hereby accorded to participate in consortium with -----[Insert the name of other Members in the Consortium] and Mr/Ms....., be and is hereby authorized to execute the Consortium Agreement. **(To be provided by the each Member of the Bidding Consortium including Lead Member)**

FURTHER RESOLVED THAT approval of the Board be and is hereby accorded to contribute such additional amount over and above the percentage limit (specified for the Lead Member in the Consortium Agreement) to the extent becoming necessary towards the total equity share in the Project, obligatory on the part of the Consortium pursuant to the terms and conditions contained in the Consortium Agreement dated executed by the Consortium as per the provisions of the RfS. **[To be passed by the Lead Member of the Bidding Consortium]**

Certified true copy

**(Signature, Name and stamp of Company Secretary or
equivalent authority for Cooperative Societies)**

Notes:

- 1) This certified true copy should be submitted on the letterhead of the Company or Cooperative Society, signed by the Company Secretary/ Director/equivalent authority for Cooperative Society.
- 2) The contents of the format may be suitably re-worded indicating the identity of the entity passing the resolution.
- 3) This format may be modified only to the limited extent required to comply with the local regulations and laws applicable to a foreign entity submitting this resolution. For example, reference to Companies Act, 1956 or Companies Act, 2013 as applicable may be suitably modified to refer to the law applicable to the entity submitting the resolution. However, in such case, the foreign entity shall submit an unqualified opinion issued by the legal counsel of such foreign entity, stating that the Board resolutions are in compliance with the applicable laws of the respective jurisdictions of the issuing Company and the authorizations granted therein are true and valid.

FORMAT- 6.5

Format for Consortium Agreement

(to be submitted separately for each Project)

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

THIS Consortium Agreement (“Agreement”) executed on this ___ day of Two thousand ___ between [insert name of Lead Member] _____ a Company incorporated under the laws of _____ or a Cooperative Society registered under the Cooperative Societies Act 1912 and having its Registered Office at _____ (hereinafter called the “**Member - 1**”, which expression shall include its successors, executors and permitted assigns) and _____ a Company incorporated under the laws of _____ or a Cooperative Society registered under the Cooperative Societies Act 1912 and having its Registered Office at _____ (hereinafter called the “**Member-2**”, which expression shall include its successors, executors and permitted assigns), _____ a Company incorporated under the laws of _____ or a Cooperative Society registered under the Cooperative Societies Act 1912 and having its Registered Office at _____ (hereinafter called the “**Member-n**”, which expression shall include its successors, executors and permitted assigns), [The Bidding Consortium should list the details of all the Consortium Members] for the purpose of submitting response to RfS execution of Power Purchase Agreement (in case of award), against RfS No. MSEDCL/CE/RE/2019/1400 MW/ Solar/T-20 dated 08/01/2019 issued by MSEDCL a Company incorporated under the Companies Act, 1956 (1 of 1956) having its Registered office at Prakashgad, Plot G 9, Prof. Anant Kanekar Marg, Bandra (East), Mumbai 400 051.

WHEREAS, each Member individually shall be referred to as the “Member” and all of the Members shall be collectively referred to as the “Members” in this Agreement.

WHEREAS MSEDCL desires to purchase power from 50 MW (AC) solar power projects to be developed in BARAMATI (R) District/Circle of MSEDCL through competitive bidding process (followed by e-reverse auction),

WHEREAS, MSEDCL had invited response to RfS vide its Request for Selection (RfS) dated 08.01.2019

WHEREAS the RfS stipulates that in case response to RfS is being submitted by a Bidding Consortium, the Members of the Consortium will have to submit a legally enforceable Consortium Agreement in a format specified by MSEDCL wherein the Consortium Members have to commit equity investment of a specific percentage for the Project.

NOW THEREFORE, THIS AGREEMENT WITNESSTH AS UNDER:

In consideration of the above premises and agreements all the Members in this Bidding Consortium do hereby mutually agree as follows:

- 1) We, the Members of the Consortium and Members to the Agreement do hereby unequivocally agree that Member-1 (____), shall act as the Lead Member as defined in the RfS for self and agent for and on behalf of Member-2, -----, Member- n and to submit the response to the RfS.
- 2) The Lead Member is hereby authorized by the Members of the Consortium and Members to the Agreement to bind the Consortium and receive instructions for and on their behalf.
- 3) Notwithstanding anything contrary contained in this Agreement, the Lead Member shall always be liable for the equity investment obligations of all the Consortium Members i.e. for both its own liability as well as the liability of other Members.
- 4) The Lead Member shall be liable and responsible for ensuring the individual and collective commitment of each of the Members of the Consortium in discharging all of their respective equity obligations. Each Member further undertakes to be individually liable for the performance of its part of the obligations without in any way limiting the scope of collective liability envisaged in this Agreement.
- 5) Subject to the terms of this Agreement, the share of each Member of the Consortium in the issued equity share capital of the Project Company is/shall be in the following proportion:

Name	Percentage
Member 1	---
Member 2	---
Member n	---
Total	100%

We acknowledge that after the execution of PPA, the controlling shareholding (having not less than 51% of the voting rights and paid up share capital) in the Project Company developing the Project shall be maintained for a period of (1) one year after commencement of supply of power.

- 6) The Lead Member, on behalf of the Consortium, shall inter alia undertake full responsibility for liaising with Lenders or through internal accruals and mobilizing debt resources for the Project, and ensuring that the Solar Power Generator achieves Financial Closure in terms of the PPA.
- 7) In case of any breach of any equity investment commitment by any of the consortium Members, the Lead Member shall be liable for the consequences thereof.
- 8) Except as specified in the Agreement, it is agreed that sharing of responsibilities as aforesaid and equity investment obligations thereto shall not in any way be a limitation of responsibility of the Lead Member under these presents.

- 9) It is further specifically agreed that the financial liability for equity contribution of the Lead Member shall not be limited in any way so as to restrict or limit its liabilities. The Lead Member shall be liable irrespective of its scope of work or financial commitments.
- 10) This Agreement shall be construed and interpreted in accordance with the Laws of India and courts at [-----] alone shall have the exclusive jurisdiction in all matters relating thereto and arising there under..
- 11) It is hereby further agreed that in case of being selected as the Successful Bidder, the Members do hereby agree that they shall furnish the Performance Guarantee in favour of MSEDCL in terms of the RfS.
- 12) It is further expressly agreed that the Agreement shall be irrevocable and shall form an integral part of the Power Purchase Agreement (PPA) and shall remain valid until the expiration or early termination of the PPA in terms thereof, unless expressly agreed to the contrary by MSEDCL.
- 13) The Lead Member is authorized and shall be fully responsible for the accuracy and veracity of the representations and information submitted by the Members respectively from time to time in the response to RfS.
- 14) It is hereby expressly understood between the Members that no Member at any given point of time, may assign or delegate its rights, duties or obligations under the PPA except with prior written consent of MSEDCL.
- 15) This Agreement
 - a) has been duly executed and delivered on behalf of each Member hereto and constitutes the legal, valid, binding and enforceable obligation of each such Member;
 - b) sets forth the entire understanding of the Members hereto with respect to the subject matter hereof; and
 - c) may not be amended or modified except in writing signed by each of the Members and with prior written consent of MSEDCL.
- 16) All the terms used in capitals in this Agreement but not defined herein shall have the meaning as per the RfS and PPA..

IN WITNESS WHEREOF, the Members have, through their authorized representatives, executed these present on the Day, Month and Year first mentioned above.

For M/s----- [Member 1]

(Signature, Name & Designation of the person authorized vide Board Resolution
Dated) Witnesses:

1) Signature----- Name: Address:

2) Signature ----- Name: Address:

For M/s-----[Member 2]

(Signature, Name & Designation of the person authorized vide Board Resolution

Dated) Witnesses:

1) Signature ----- Name: Address:

2) Signature -----

Name: Address:

For M/s-----[Member n]

(Signature, Name & Designation of the person authorized vide Board Resolution Dated [●])

Witnesses:

1) Signature -----

Name: Address:

(2) Signature -----

Name: Address:

Signature and stamp of Notary of the place of execution

Note: - Technology Partner in a Consortium shall be an entity with equity participation less than 10%.

FORMAT- 6.6

Format for Disclosure

[On the letter head of Bidding Entity / Each Member in a Bidding Consortium]

Disclosure

We hereby declare and confirm that only we are participating in the RfS Selection process for the RfS No. **MSEDCL/CE/RE/2019/1400 MW/ Solar/T-20 dated 08/01/2019** and that our Parent, Affiliate or Ultimate Parent or any Group Entity with which we have direct or indirect relationship are not separately participating in this selection process.

We further declare that the above statement is true & correct. We are aware that if at any stage it is found to be incorrect, our response to RfS will be rejected and if LOA has been issued or PPA has been signed, the same will be cancelled and the bank guarantees will be forfeited and recoveries will be effected for the payments done.

(Signature & Name of the person Authorized By the board)

Date: