

## FORMAT-A

### COVERING LETTER

(The covering letter should be on the letterhead of the Vendor/Developer Entity/ Lead Member of the Vendor/Developer Consortium) .

Date:[                      ]

Reference No:

From: (Insert name and address of Vendor/Developer Entity / Lead Member of Vendor/Developer Consortium)

Tel.#:

Fax#:

E-mail address:

To,

**Maharashtra State Electricity Distribution Co. Ltd**  
**"Prakashgad", 5th Floor,**  
**Anant Kanekar Marg,**  
**Bandra (E),**  
**Mumbai - 400051**

**Sub:** Selection of solar power developers for setting up of solar power projects to be developed in Maharashtra.

Dear Sir / Madam,

We, the undersigned [insert name of the 'Applicant/Developer'] having read examined and understood in detail the qualification requirements in particular, terms and conditions of the draft PPA for supply of power for a period of 25 (twenty five) years to MSEDCL, hereby submit our response to the PPA.

We confirm that in response to the aforesaid, neither we nor any of our Ultimate Parent / Parent / Affiliate/ Group Company has submitted a response to the PPA (as mentioned in Format-F under Disclosure).

We are submitting application for the development of the Project:-

1. We give our unconditional acceptance to the MSKVY 2.0 MOU and the standard form of the PPA attached here to along with the MSKVY 2.0 MOU .
2. In token of our acceptance to the MSKVY 2.0 MOU , 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 the MSKVY 2.0 MOU . We shall ensure that the PPA is executed as per the provisions of the MSKVY 2.0 MOU , and provisions of the PPA shall be binding on us. Further, we confirm that the Project shall be commissioned **within 18 (Eighteen)** months of the date of signing of the PPA or as extended in terms thereof. We further undertake that we shall take over and demonstrate possession of 100% (one hundred percent) area of the identified land, within the timelines as per the MSKVY 2.0 MOU , the Implementation Agreement and the PPA.

### 3. E-Performance Bank Guarantee - (E-PBG)

We will submit an Electronic Performance Bank Guarantee (E-PBG) of ₹5 Lakhs per MW, as per Format-E of the MSKVY 2.0 MoU, for the cumulative project capacity of [Insert cumulative capacity offered] MW offered by us.

4. We hereby declare that, after selection of substation and submission of final application, we are not able to sign or refuse to sign the PPA with MSEDCL, MSEDCL shall have the right to forfeit the E-PBG submitted by us and return the balance amount (if any) for the value of EMD pertaining to unsuccessful capacity.

### 5. Net Worth and Annual Turnover

We hereby declare that, our the Net worth and Annual Turnover for last Three (3) financial year are as follows ( If Annual account for FY 2025-26 not prepared/audited, then undertaking to that effect to be submitted on Applicant letter head. Then, Net worth and Annual Turnover From FY 2025-24 till 2022-23 to be specified in table below)

| Financial Year (FY) | Net Worth | Annual Turnover |
|---------------------|-----------|-----------------|
| FY 2025-26          |           |                 |
| FY 2024-25          |           |                 |
| FY 2023-24          |           |                 |
| Average             |           |                 |

6. We have submitted our response to MSKVY 2.0 MOU, without any deviations, conditions and without mentioning any assumptions or notes in the said Formats.

### 7. 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 MSKVY 2.0 MOU shall be binding on us. We hereby expressly waive and withdraw any deviations and all claims in respect of this process. We also unconditionally and irrevocably agree and accept that the decision made by MSEDCL in respect of award of the Project in line with the provisions of the MSKVY 2.0 MOU , shall be binding on us.

### 8. Familiarity with relevant Indian Laws and 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 the MSKVY 2.0 MOU and execute the PPA in the event of our selection as Successful Bidder.

9. we undertake to execute the Project through a special purpose vehicle i.e. a Project SPV, which would be a company (incorporated under the laws of India) as a fully owned subsidiary (100% subsidiary) of the Applicant, with the Lead Member holding at least 51% (fifty one percent) of the equity shares of the Project SPV (in case lands are arranged by the Successful Bidder) and operate the Project by ourself (as the Project SPV);.
10. It is confirmed that our response to the MSKVY 2.0 MOU is consistent with all the requirements of submission as stated in the MSKVY 2.0 MOU , including all clarifications and amendments and subsequent communications from MSEDCL.

11. The information submitted in our response to the MSKVY 2.0 MOU 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 MSKVY 2.0 MOU .
12. We confirm that all the terms and conditions of our application are valid up to (Insert date in dd/mm/yyyy) for acceptance (i.e. a period of 180 (one hundred eighty) days from the last date of submission of response to MSKVY 2.0 MOU ).

13. 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:.....

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 the Successful

Bidder, we agree that the same would be treated as a Project SPV's event of default in terms of the PPA and consequent provisions of the PPA shall apply. Dated the       day of    , 202\_

Thanking you,

Yours faithfully,

(Name, Designation and Signature of Person Authorized by the board as per Clause 3.14.2(e)(i) of the MSKVY 2.0 MOU , as applicable.)