

Prebid queries for 230 MW solar tender under MSKVY

Docu ments	Clause No.	Existing Clause	Proposed Modifications	MSEDCL Reply
RFS	Bid Information Sheet	Ceiling Tariff : Rs. 3.30 per unit	Ceiling Tariff : Rs. 3.80 per unit	The request is not accepted. The Bidder has to adhere with RFS provisions only.
RFS	Section 2: Definitions	“Effective Date” shall mean the date of issuance of LoA (Letter of Award);	“Effective Date” shall mean the date of issuance of LoA (Letter of Award) execution of Power Purchase Agreement (PPA) by both the parties.	As per MNRE decentralised guidelines, 12 months timelines of SCOD are considered from LoA, hence effective date shall be considered from LoA date. The request is not accepted. The Bidder has to adhere with RFS provisions only.
RFS	Section 2: Definitions	“SCOD” or “Scheduled Commercial Operation Date” shall mean the date as declared by the Successful Bidder in the PPA which shall not exceed 12 (Twelve) months from the date of issuance of LoA.	“SCOD” or “Scheduled Commercial Operation Date” shall mean the date as declared by the Successful Bidder in the PPA which shall not exceed 12 (Twelve) 18 (Eighteen) months from Effective Date/Signing of PPA or date of Land Hand Over whichever is later.	
RFS	3.2.3	Project Locations: The Successful bidders shall develop ground mounted solar PV power projects subject to the conditions specified above in Section 3.2. and as per list of lands annexed as Annexure-G.	If developers Bid in this RfS based on the land listed in Annexure-G and subsequently, farmers denies to give land to the developers for any unavoidable reasons/lease terms, or developers find title issue or any legal issue while performing due diligence on the opted land then developers should have option to terminate the LOA/PPA for the said location/substation or have an option to choose locations/substation which are not mentioned in Annexure G.	The request is not accepted. Bidders are requested to kindly refer Clause 1.1.6 of the RfS as given below. MSEDCL’s role w.r.to lands is that of a facilitator. MSEDCL won't carry out any evaluation (financial, legal or technical) of the land being offered under tender. Land acquisition shall be totally in the successful solar power developer’s (SPD) scope
RfS	3.3.2	The acceptance of change of location shall be subjected to availability of substation capacity & land (displayed in Annexure-G) of the changed substation if any due to change in location. In no circumstance shall the Tariff offered by the Bidder in its Financial Bid be changed due to change in location.	The acceptance of change of location shall be subjected to availability of substation capacity & land (displayed in Annexure-G) of the changed substation if any due to change in location. In no circumstance shall the Tariff offered by the Bidder in its Financial Bid be changed due to change in location. If after multiple attempts of closing the tie up with the Land Owners for development of project, the developers fails to do so based on denial by the land owner for any reasons or the developers find title or any legal issue with the land or unable to close on lease terms then developers have option to terminate the LOA/PPA for the said location/substation or have an option to choose locations/substation which are not mentioned in Annexure G.	
RfS	3.3.1	The Bidder shall identify 100% land from lands displayed in Annexure-G required for the project at the time of submission of bid in Format 6.1. However the Bidder shall be allowed to change the location within the lands displayed in Annexure-G, once before signing of PPA also in addition to change of location once till the time of achievement of Financial Closure i.e. within 6 (Six) months from the date of issuance of LoA.	The Bidder shall identify 100% land from lands displayed in Annexure-G required for the project at the time of submission of bid in Format 6.1. However the Bidder shall be allowed to change the location within the lands displayed in Annexure-G, once before signing of PPA also in addition to change of location once multiple times till the time of achievement of Financial Closure i.e. within 6 (Six) 12 (Twelve) months from the date of issuance of LoA signing of PPA or date of Land Hand Over whichever is later.	The request is not accepted. The Bidder has to adhere with RFS provisions only.

Documents	Clause No.	Existing Clause	Proposed Modifications	MSEDCL Reply
RFS	3.7.2The successful bidder shall submit documentary evidence for securing connectivity with grid from MSEDCL within 6 months from the date of issuance of LOA.The successful bidder shall submit documentary evidence for securing connectivity with grid from MSEDCL within 12 (Twelve) months from Effective Date/Signing of PPA or date of Land Hand Over whichever is later.	The request is not accepted. The Bidder has to adhere with RFS provisions only.
RFS	3.11The PPA shall be signed within 2 months from the date of issue of Letter of Award (LoA).The PPA shall be signed within 2 months from the, date of issue of Letter of Award (LoA) or date of tariff adoption by MERC which ever is later.	The request is not accepted. The Bidder has to adhere with RFS provisions only.
RfS	3.13	The Project Developer shall report tie-up of Financing Arrangements for the projects within 6 (Six) months from the date of issuance of LoA. Accordingly the successful bidder shall furnish the following documents at the time of reporting Financial Closure i.e. tie-up of Financing Arrangements:	The Project Developer shall report tie-up of Financing Arrangements for the projects within 6 (Six) 12 (Twelve) months from the date of issuance of LoA Signing of PPA or date of Land Hand Over whichever is later. Accordingly the successful bidder shall furnish the following documents at the time of reporting Financial Closure i.e. tie-up of Financing Arrangements:	The request is not accepted. The Bidder has to adhere with RFS provisions only.
PPA	Article 1: Definitions	“Effective Date” shall mean the date of issuance of LoA (Letter of Award);	“Effective Date” shall mean the date of execution of Power Purchase Agreement (PPA)	The request is not accepted. The Bidder has to adhere with RFS provisions only.
PPA	3.2	Obligations of MSEDCL	New Clauses : 3.2.3 Instruct MSEDCL's Circle offices and co-ordinate with MSETCL concerned departments for maintaining grid uptime 3.2.4 MSEDCL to maintain/upgrade/augment the substations at which these projects are interconnected prior to COD to avoid any issues during commissioning or operation of the solar projects 3.2.5 MSEDCL to provide it's Circle offices with "Standard Operating Procedures" for operation, maintenance and monitoring of the substations to ensure evacuation availability at all times 3.2.6 MSEDCL to provide access to ABT meters for data communication so that SPD can better manage the power factor during auxiliary consumption at night time	The request is not accepted. The Bidder has to adhere with RFS provisions only.
Annexure-G	-	Clarification Request	For few substation multiple parcel of lands are mentioned. We want understand reasoning for multiple parcels of land?	For few substations MSEDCL has received multiple land applications and hence same is displayed in tender document.