

Tender for “Selection of Agency for Lease of 800 acres of land, obtaining grid connectivity for 25 MW and line ROW clearance for development of 200 MW Solar Project in Maharashtra”.

Pre-Bid Queries reply				
Sr. No.	Clause No.	Clause Details	Query	MREL Reply
1	Section 1.1, under Section IV, on page 62	The JV/Consortium will consist of a maximum of two (2) partners, i.e. Lead Partner and JV/Consortium partner. Either of the partner should have past experience in executing projects with similar scope of work as mentioned in this tender.	We understand that JV/Consortium participation is permitted under the tender. Kindly clarify whether the JV/Consortium is allowed to engage a third-party agency to execute the entire scope of work—including land acquisition, development, grid connectivity, and ROW clearance—on its behalf. If permitted, please specify any restrictions or compliance requirements applicable to such delegation.	Bid specifications prevails.
2	Cl-2-(2)-(xi), under Section II on page no.15	Obtain required approvals such as Government survey, mutation, ceiling limit exemption, Stamp Duty waiver, NA conversion, Gram Panchayat NOC, etc.	The tender mentions that statutory approvals such as NA (Non-Agricultural) conversion are to be obtained by the developer. Kindly confirm whether the associated costs for NA conversion should be included under the “Land Due Diligence” or “Allied Services” component in the financial bid format.	Please refer amendment enclosed herewith
3	Cl-30.3.3-(3.1) under Section III on page 44	D = Land due diligence -lumpsum	Please confirm the detailed scope of activities considered under “Land Due Diligence” in the financial bid. Specifically, does this include title search, encumbrance clearance, mutation, NA conversion, statutory approvals, and coordination with government departments? A clear bifurcation will help in accurate cost estimation and bid preparation.	Bid specifications prevails.



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4	Section II , 1. Introduction Page No. 12	Identifying existing MSETCL 132/33kV substation within a radius of 5 KM havingsufficient power evacuation margins and 99% grid availability	Line Length Limit in the Tender is 5 km. We kindly request MREL to extend this to 10 km.	Bid specifications prevails.
5	Section -IV Qualifying Requirements, 1.3 TECHNICAL ELIGIBILITY CRITERIA, Clause No 1.3.1	Bidder should have experience in civil land development OR Land acquisition OR Obtaining Grid Connectivity approval from MSETCL OR Renewable Energy Project Management. Bidder should submit work orders executed along with performance certificate of the owner in last 2 years. These orders will be scrutinized and evaluated by MREL.	Does " Renewable Energy Project Management." covers Independent Power Producers	Bid specifications prevails.
6	Clause No. 13.2	The bids must be accompanied with 'Earnest Money Deposit (EMD)' in the form of either through NEFT / RTGS transfer in the account of MREL or Demand Draft / Banker's Cheque in favour of Mahagenco Renewable Energy Limited, Mumbai payable at Mumbai or 'Bank Guarantee' as per the format of the bidding documents.	We Kindly request MREL to accept the EMD and Contract Performance Security through Bank Guarantee Or Insurance Surety Bond	Bid specifications prevails.
7	Bid Information Sheet Point No.5, Completion / Contract Period	Submission of requisite documents along with legal due diligence of entire land parcel	We Kindly request MREL to change this timeline to D0+ 3 Months.	Bid specifications prevails. Bid specifications prevails.
		Execution of Lease deed(s) of 50% of land parcel	We Kindly request MREL to change this timeline to D0+ 7 Months.	Bid specifications prevails.



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		Submission of application for obtaining Grid connectivity at the identified MSETCL substation for fresh connectivity	We Kindly request MREL to change this timeline to DO+ 7 Months.	Bid specifications prevails.
		Execution of Lease deed(s) of 100% of land parcel	We Kindly request MREL to change this timeline to DO+ 10 Months.	Bid specifications prevails.
		Land development, construction of pre-cast compound wall and main entry gate for all land parcels and other allied services, Line ROW, as per scope of work & getting principal grid connectivity from MSETCL	We Kindly request MREL to change this timeline to DO + 12 Months.	Bid specifications prevails.
		Getting final grid connectivity from MSETCL	-	Bid specifications prevails.
8	2. DETAILED SCOPE OF WORKS, (4)	The bidder shall identify 220 / 132 / 33 kV Maharashtra Power Transmission Company Limited (MSETCL), substation nearest to the proposed land parcel(s) which has available evacuation capacity of minimum 25 MW for evacuation of Solar power at 33 kV level. The bidder shall submit documentary proof from MSETCL for availability of evacuation capacity at the identified substation. The bidder shall submit the coordinates of the identified substation and bay availability details in the Form XIII.	What documentary proof is required to be submitted, and what if any other entity applies for grid connectivity at the proposed location during the bid process and after RA, the connectivity is not available, what would be recourse in such situation.	Bid specifications prevails.
9		Eligibility of Partnership Firms:	Kindly confirm whether a partnership firm is eligible to participate in this tender.	Bid specifications prevails.



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10		Proof of MSETCL Substation	Please advice on the acceptable forms of documentation to demonstrate the existence and proximity of an MSETCL substation.	Bid specifications prevails.
11		Land Parcel Configuration:	If a bidder possesses 100 acres of land, can this be in the form of two separate parcels of 50 acres each, provided both meet other tender conditions?	Bid specifications prevails.
12		Transfer of Grid Connectivity (GC):	If the bidder already holds grid connectivity, will MREL permit the transfer of the same under this tender?	Bid specifications prevails.
13	Section IV Clause No. 1.4.2	The net worth for the last financial year should be at least INR 6,50,000 per Acre (Six Lakh Fifty Thousand per Acre). “Net Worth” of the Bidder shall be calculated as per Company Act 2013.	Net worth is too high reduced up to 1 lakh per acres	Bid specifications prevails.
14	Qualifying Requirements Clause No. 1.3.1	Obtaining Grid Connectivity approval from MSETCL OR Renewable Energy Project Management. Bidder should submit work orders executed along with performance certificate of the owner in last 2 years. These orders will be scrutinized and evaluated by MREL.	Kindly clarify these figures, either in numerical terms or in capacity-wise format.	Bid specifications prevails.
15	Section I Clause No. 2	Tribal, Class-II & Forest lands shall not be accepted.	As per Government rules, tribal land and Class-II land are permitted for lease. We request you to kindly allow this land	Bid specifications prevails.

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16	<u>Section II, Clause 1 (Introduction):</u> Submitting the proposal for Lease of Land for 28 years & further extendable for 2 years (i.e. total 30 years.)	Request you to kindly mention the fixed time period rather than extending it subsequently <u>Proposal:</u> Either 28 years (covering 3 years of execution and 25 years of PPA term) or extreme case, 29 years & 11 months	Arranging 28 years or 29 years & 11 months as fixed time period from the date of signing of the lease deed as an outer time limit for leasing the private land avoid difficulties that may be encountered in the extension at the end of period mainly on terms and conditions and outrages / willingness to lease at later date, etc.	Bid specifications prevails.
17	<u>Section II, Clause 2.1.iv:</u> Tribal, Class-II & Forest lands shall not be accepted.	Class II land converted to Class I should be accepted.	This is a procedurally allowed and hence, also to be allowed in the tender document	Bid specifications prevails.
18	<u>Section – II, Clause 2.4:</u> Identifying existing MSETCL substation having sufficient power evacuation margins and 99% grid availability	Identifying existing MSETCL substation having sufficient power evacuation margins through connectivity approval or technical feasibility report from MSETCL	Grid Availability is MSETCL subject and may vary with every substation and beyond the control of the bidder. MSETCL is working to make the transmission network more robust which addresses MahaGenco’s concerns. Furthermore, we also humbly request to kindly allow the companies with connectivity approval and land (in possession through lease or sale deed) to participate in the tender and grant the rights to MahaGenco through rights to use / undertaking which will derisk the Project for MahaGenco	Bid specifications prevails.

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19	<u>Section – II, Clause 2.5:</u> Erection of HT line is not in the scope of bidder.	Erection & stringing of HT line shall be also in the scope of bidder	Since the RoW is in scope of bidder, it would be more advisable to also complete the HT line erection especially when the major RoW is encountered during physical activities of HT erection despite execution of the agreements to that effect or bidder subsequent becoming non- existent. Including the HT erection in the scope of the bidder to help MahaGenco mitigate the execution risk and execution under the confined boundary only to be considered	Bid specifications prevails.
20	<u>Section III, Clause 30.1, Notes (ii):</u> Line length from proposed land parcel to MSETCL must be within 5 KMs, if it is found more than 5 kms at the time of actual survey by MREL, bid will be liable for rejection	Line length from proposed land parcel to MSETCL should be within 15 kms.	It is usual practice to have the 33kV line distance upto 15-20 kms including for the wind farms which is an acceptable standard for renewable energy project. Accordingly, there are no execution glitches for longer HT line upto 15-20 kms. Hence, we humbly submit that the sites within the distance of 15 kms from the MSETCL substation should be allowed for participation. Accordingly, we request you to kindly change the scoring matrix	Bid specifications prevails.
21	<u>Section IV, Clause 1.3:</u> Bidder should have experience in civil land development OR Land acquisition OR Obtaining Grid	Bidder should have experience in civil land development OR Land acquisition OR Obtaining Grid Connectivity approval from MSETCL OR Renewable Energy Project Management anywhere in India.	A minor clarification has been suggested to be incorporated in the provision to allow larger participation even through the support of the group company	Bid specifications prevails.



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	Connectivity approval from MSETCL OR Renewable Energy Project Management.			
22	Section VI, Clause 1, Table (Sr No. 1): 100% of the proportionate lease amount in form of Demand Draft to landowner against of the Schedule of Rate Section VI, Clause 1, Table (Sr No. 2): 100% of the proportionate amount to landowner	Section VI, Clause 1, Table (Sr No. 1): 100% of the proportionate lease amount in form of Demand Draft to landowner / bidder against of the Schedule of Rate Section VI, Clause 1, Table (Sr No. 2): 100% of the proportionate amount to landowner / bidder	The same is already noted in the para below the payment terms table as “<i>The payment of lease rent shall be made by Mahagenco Renewable Energy Limited directly to the account of landowner(s) / bidder(s). Stamp duty & Registration charges will be paid separately at actuals against documentary evidence but limited to the quoted price in the Financial bid to the account of bidder.</i>”The upfront lease rents paid by the bidder to the landowner while executing the lease deed should be reimbursed directly to the bidder upon sublease of the land to MAHAREL. Additionally, to receive the title clearance, we are required to make the payment of outstanding loan upfront other the title clearance would be conditional upon such loan repayment. Hence, MahaGenco should reimburse based on the terms agreed with the landowner (if lease deed already executed)	Please refer amendment attached herewith.



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23	<u>Clause 1.1 of Section IV (General Eligibility Criteria):</u>	<u>Suggested Provision:</u> The Bidder should be an Indian company registered in India and should be Group company/Holding Company/ Subsidiary company of a firm meeting the requirement (s) / qualification. In such a case, Bidder shall furnish an Undertaking jointly executed by the firm qualified and the Bidder along with its bid for complete performance of the contract jointly and severally as per format enclosed in the bid document failing which the Bidder's bid is liable to be rejected.	Bidder should be allowed to use the financial / technical credentials of its Parent Company / Affiliates / Group Companies for qualifying in the tender as well as scoring requirements. This is normal practices for the PSU tenders including the EPC Tender, etc.	Bid specifications prevails.
24	<u>Table in Clause 30.1 (Sr. No. 5): Available TFR in the name of bidder (40 Marks)</u>	<u>Revised Provision:</u> Available TFR / Connectivity Approval in the name of bidder (40 Marks)	As requested above, some developers might have already received the connectivity and accordingly, they should also be considered at par with TFR	Bid specifications prevails.
25	<u>Section III, Clause 30.1, Notes (iii):</u> Land having soil test results that have values as mentioned below, will be liable for rejection: a. Resistivity of 51 ohm-metre and above	Resistivity criteria should be set at 150 ohm- meter and below	In many areas, as the land being rocky and dry, the resistivity tends to remain high.	Bid specifications prevails.

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26		Bidders having TFR / land in the name of their Affiliates / Group Companies can also participate in the Tender with confirmation from their Affiliates / Group Companies alongwith all the supporting documents	Many times, the developers have the land in their group company / affiliates and hence, in order to allow such developers to participate in the tender whereby they can utilize the qualification of their subsidiary including for the scoring purpose	Bid specifications prevails.
27		Sublease of Private Land should be allowed by the developer (bidder or its affiliates)	Many times the developers has arranged the land in their name through lease deed. Cancelling the lease deed and re-applying should unnecessary create larger local issues. Hence, MahaGenco should allow sub-leasing of the Private Land through developer. This is normal practice in the industry	Bid specifications prevails.
28	<u>Extend the timelines for bid download and bid submission</u>		Request you to kindly consider extending the bid download and bid submission timelines by at least 3 weeks or any date post Deepawali.	Shall be conveyed through corrigendum if extended.
29	Section I – Bid Information Sheet, Completion Period (Pg. 8–9)	The contract completion period is 24 months (D0 + 24 months from in-principle grid connectivity approval).	Request to extend the total project timeline from 24 months to 28 months considering land, approvals, and statutory processes.	Bid specifications prevails.
30	Section II – Scope of Work, Land Lease (Pg. 12–13)	Land must be arranged on lease for 28 + 2 years (30 years) . Only lease model is specified.	Request provision to allow purchase of land also, with flexibility for bidder to decide ratio of lease & purchase components.	Bid specifications prevails.

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31	Section II – Scope of Work, Land Criteria (Pg. 12)	Tender explicitly states “Tribal, Class-II & Forest lands shall not be accepted.”	Request to accept Class-II land , subject to capping/limitation and proper legal clearances.	Bid specifications prevails.
32	Section III – ITB, Documents Comprising the Bid (Pg. 26–27)	Soil Test Report (from NABL accredited lab) is to be submitted with the Techno-Commercial Bid .	Request to allow submission of Soil Test Report post L1 bidder declaration , instead of at bid stage.	Bid specifications prevails.
33	Section II – Scope of Work, Grid Connectivity (Pg. 16)	Bidder to obtain in-principle and final approval from MSETCL. Connectivity must be ensured at substations with spare capacity.	Clarify: If connectivity gets exhausted post-bid opening , what will be MREL’s position? Since ATL has similar rating criteria, what will happen to land parcels if grid capacity is no longer available?	Bid specifications prevails.
34	Section II – Scope of Work, Grid Connectivity (Pg. 16)	Bidder must obtain in-principle and final grid connectivity approvals from MSETCL.	Please clarify: Can the bidder take in-principle & final approval in its own company’s name and later transfer to MREL? Or must approvals be directly held in MREL’s name?	Bid specifications prevails.
35	Section II – Scope of Work, Land-Substation Distance (Pg. 12)	Land parcel must be within 5 km radial distance from MSETCL substation.	Request relaxation: For land parcels >50 MW at single STU location, allow distance up to 10 km , since contiguous land of such size may not always be available within 5 km.	Bid specifications prevails.
36	Section VI – Payment Terms (Pg. 80–82)	Statutory fees and payments to be reimbursed at actuals; standard payment milestones apply.	Request for payment milestone of statutory fees in 25% installments (4 stages) instead of lump-sum to ease bidder’s cash flow.	Bid specifications prevails.
37	Section VI – Payment Terms (Pg. 80–82)	100% of the proportionate lease amount in form of Demand Draft to landowner against of the Schedule of Rate	Please clarify: The land directly transfer to MREL form the landowner or transfer from the developer.	MREL will enter into lease agreement with landowner only.



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38	Section VI – Payment Terms	Statutory fees for grid connectivity reimbursed by MREL	Will MREL also reimburse bay extension or substation augmentation charges if required?	Sites with minimum / no augmentation shall be preferred & that work is not in the scope of this tender.
39	Section II, 2(v)	Land must have identified motorable approach road	Will private approach roads with right-of-way agreements be acceptable in place of public roads?	Public roads are preferred.
40	Section II, 2(xi)	Land slope must not exceed 10°	Please clarify the tolerance limits and acceptable methods of land leveling/compaction certification.	Bid specifications prevails.
41	Section II, 2(xv)	Water supply to be provided per 50 acres	Please specify whether borewell water testing / permission is bidder's responsibility or MREL's.	Bore well permission is in the bidder's scope.
42	Section II, 2(xvii)	Site visit post bid submission	Will MREL conduct site visit for all offered parcels or only shortlisted ones?	After scrutiny of technical bids, MREL will visit the site which qualifies the tender conditions



Amendment :-

Clause	Description	For lease of land	Amendment
Section – VI- Payment Terms & Liquidated Damages, Payment term Sr. No.2	Payment of Stamp Duty & Registration charges (B) after completion of 100% registration. After submission of relevant documents of payment at actual. Payment will be made whichever is lesser.	100% of the proportionate lease amount at actuals but limited to the quoted price in the Schedule of Rate.	100% of the proportionate lease amount at actuals but limited to the quoted price in the Schedule of Rate.
	After completion of land lease agreements Registration (50% or more).	100% of the proportionate amount to landowner.	100% of the proportionate amount to Developer.
	Completion of balance land lease agreements Registration.	100% of the proportionate amount to landowner.	100% of the proportionate amount to Developer.
Clause	<u>Original</u>	<u>Amendment</u>	
Section – II, Scope Of Work / Technical Specification, 2. Detailed Scope Of Works, Land development Services 2)xi.	Obtain required approvals such as Government survey, mutation, ceiling limit exemption, Stamp Duty waiver, NA conversion, Gram Panchayat NOC, etc.	Obtain required approvals such as Government survey, mutation, ceiling limit exemption, Stamp Duty waiver, NA conversion Gram Panchayat NOC, etc.	

<u>Section – III, Instructions to Bidders, (C) Preparation of Bids: 14 Contract</u>	Against the contract of the project, within 30 (Thirty) days from the issuance of the LOA from MREL, the successful Bidder shall furnish an unconditional and irrevocable Contract Performance Security as per Format-III attached and which shall be for <u>10% (ten) of the contract price</u> . For the purpose of contract agreement and Bank guarantee, Contract price includes	Against the contract of the project, within 30 (Thirty) days from the issuance of the LOA from MREL, the successful Bidder shall furnish an unconditional and irrevocable Contract Performance Security as per Format-III attached and which shall be for <u>10% (ten) of the contract price</u> . For the purpose of contract agreement and Bank guarantee, Contract price includes two (2) years of Lease price, Cost of allied services and
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Performance Security 14.1	<u>two (2) years of Lease price, Cost of allied services and Line ROW clearance cost as quoted by bidder which shall be valid up to 24 (twenty-four) months {8 (eight) months of total completion period + 16 (sixteen) months additional for final grid connectivity} from the date of Letter of Award or Notice to Proceed (whichever is later). The Contract Performance Security Bank Guarantee itself or separately on its letterhead.</u>	<u>Line ROW clearance cost as quoted by bidder which shall be valid up to 24 (twenty-four) months {8 (eight) months of total completion period + 16 (sixteen) months additional for final grid connectivity} from the date of Letter of Award or Notice to Proceed (whichever is later). In case of consortium, lead member should submit the bank guarantee of 7.5 % of contract price & other partner should submit bank guarantee of 2.5% of contract price.</u> The Contract Performance Security Bank Guarantee itself or separately on its letterhead.
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