

ACME PREBID QUERIES

S. No.	Documents	Clause No.	Existing Clause	Proposed Modifications / Queries	WBSECL's response
1	RFQ	1.1.1	...It is expressly clarified that 500 MW Greenshoe Supply Capacity shall be offered to the Selected Bidder at least 30 days prior to 30.09.2027 with Supply Start Date of 01.04.2029 i.e a period of 18 months from such date, at the same terms and conditions and the Applicable Tariff as that of 1500 MW, relevant for supply of power from 01.04.2029, providing uniform tariff for entire Supply Capacity of 2000 MW...	WBSECL may kindly clarify whether acceptance of the 500 MW Greenshoe Capacity is mandatory for the Selected Bidder, or whether the Selected Bidder shall have the option to accept or decline such Greenshoe Capacity post securing the bid.	It is mandatory for developer to accept the 750 MW Greenshoe capacity once the option is exercised by WBSECL.
2	RFQ	1.1.1	Firm Supply Start Date : 1500 MW: 01.07.2028 500 MW (greenshoe option): 01.04.2029	It is requested that the Firm Supply Start Date / SCSD be aligned with the applicable Bidding Guidelines. As per the Bidding Guidelines, the Supply Start Date / commissioning timeline is required to be 24 months from the date of signing of the PPA. However, as per current provisions, ~20 months offered from the current date. Accordingly, WBSECL may kindly clarify/ revise the stipulated Supply Start Dates.	No change of schedule of the start date.
3	RFQ	1.1.1	Bid Capacity MW : 1500 MW with option of 500MW green shoe capacity	Kindly clarify the minimum Bid Quantum of a single bidder. As per the Bidding guidelines, the minimum Bid Quantum should be 50MW.	As per bid documents read with Hon'ble WBEC orders.
4	RFQ	1.1.2	The Selected Bidder shall mandatorily ensure installation of Solar Power Capacity equivalent to twice the contracted Supply Capacity (i.e. 3 GW corresponding to the Base Supply Capacity and further additional capacity of 1 GW corresponding to Greenshoe Supply Capacity, if exercised), anywhere in India ("Solar Power Capacity"), as prescribed above. Such Solar Power Capacity may be developed and owned either by the Selected Bidder and/or through its Affiliate(s), or Special Purpose Vehicle(s). The Selected Bidder shall be entitled to schedule the entire Solar Power capacity so developed at its discretion, towards the RE RTC PPA or in the market, in accordance with the applicable Grid Code, scheduling regulations and provisions of the PPA. Interconnection Point of such Solar Power capacity shall be LV side of CTU Substation.	It is requested that the mandatory requirement for installation of Solar Power Capacity equivalent to twice the contracted Supply Capacity be removed. The Bidder may instead be permitted to determine the project configuration, technology mix and quantum of Solar Power Capacity at its discretion, based on its assessment of the optimal configuration required to meet the stipulated RTC power supply obligation under the PPA.	As per bid documents read with Hon'ble WBEC orders.
5	RFQ	1.2.1	The Bidders will have to provide Bid Security in the form of a Demand Draft or a Bank Guarantee or a eBG or an Insurance Surety Bond or a Payment on Order Instrument acceptable to the Procurer and be submitted not later than 7 days prior to the Bid Due Date.	It is requested that the Bidder should be permitted to submit the Bid Security up to and including the Bid Due Date, instead of requiring submission at least 7 days prior to the Bid Due Date. Additionally, we request WSEDCL to allow bidders to submit documents in original within 2 days post closure of bid submission timeline.	As per bid documents.
6	RFQ	2.2.2 (A)	Technical Capacity: For demonstrating technical capacity and experience (the "Technical Capacity"), the Bidder shall have experience in construction, commissioning, owning and operating at least one single power generating station(s) having an installed capacity of at least 1200 MW and operating the same for a continuous five year period ending 31.03.2026; and shall include a power station developed and operated under PPP, BOO, BOLT, BOOT, BOT, DBFOO or similar basis.	We would like to highlight that the requirement of demonstrating experience in a single power generating station of 1,200 MW may significantly restrict participation of developers, as development and operation of a single 1,200 MW project may not be feasible or representative of the project development experience for most of Renewable Energy (RE) developers across the country. Such a requirement may consequently limit the pool of eligible bidders and reduce competition in the bidding process. Accordingly, it is requested that the minimum qualifying project capacity be reduced from 1,200 MW to 300 MW, while permitting the bidder to demonstrate cumulative experience of at least 1,200 MW across multiple projects. This would enable experienced RE developers with substantial aggregate project execution and operational experience to participate in the bidding process while maintaining the intended technical qualification threshold. Further, WBSECL may kindly consider permitting the bidder to demonstrate the requisite technical experience through projects developed, owned and/or operated through its subsidiaries, affiliates and/or Special Purpose Vehicles (SPVs), subject to the bidder demonstrating the requisite control, ownership or association with such entities as may be prescribed.	As per bid documents.

7	RFP	1.1.6	Generally, the Lowest Bidder shall be the Selected Bidder. The remaining Bidders shall be kept in reserve and may, in accordance with the process specified here, be selected in case such Lowest Bidder withdraws or is not selected for any reason. It is hereby clarified that the Procurer will only accept the entire capacity offered of the Selected Bidder. Provided that the Selected bidder is allowed to offer the capacity by pooling power from multiple sources, other power supply from any other source. For supply of power under PPA, Selected Bidder won't be mandated to have ownership of any such source...	Kindly clarify that the Selected Bidder shall not be required to have ownership of the individual power sources used for supplying power under the PPA, particularly where the contracted power is pooled from multiple sources, in line with the provision that the Selected Bidder is permitted to source power from multiple sources.	As per bid documents.
8	RFP	1.1.9	...Selected Bidder shall be required to submit the binding land documents and relevant CTU connectivity documents for 50% of the LOA capacity within 3 months of LOA issuance and for balance 50% of the LOA capacity within 6 months of LOA issuance...	It is requested that the requirement for submission of binding land documents within the stipulated timelines be removed, and the Bidder be permitted to submit / furnish land documents prior to commissioning schedule of project under the PPA in line with standard industry practice.	No change.
9	RFP	5.6.1	The Bidder shall be permitted for commencement of power supply from full as well as part Supply Capacity even prior to the respective SSD. Procurer to purchase power from such early part/full Supply Capacity prior to SSD, and such power will be purchased by Procurer at the 50% of the PPA tariff.	It is requested that power supplied from full or part Supply Capacity prior to the respective SSD be purchased by the Procurer at 100% of the applicable PPA tariff, instead of 50% of the PPA tariff, considering that such power is being supplied in accordance with the PPA and provides an early benefit to the Procurer.	Amendments have been made, please see bid documents read with Hon'ble WBERC orders.
10	RFP	6	Financial Closure	WBSEDCL may kindly clarify whether RPD required to do the Financial Closure for this project. In case Financial Closure is applicable, the applicable timeline, requirements and consequences of non-achievement may kindly be specified.	As per bid documents.

Response to Pre Bid Queries : Adani Green Energy Limited (AGEL)

S.No	Ref Pg No, Clause No.	Clause As per RfS/Addendum/Amendment etc.	Proposed change /clarification required	WBSEDCL's Response
1	<p>Pg no. – 15/ clause 1.2.15 of RFQ</p> <p>and</p> <p>Pg no. – 32/ clause 11.2 of Draft PPA Tariff Structure</p>	<p>... The said Tariff shall be quoted at the Delivery Point as per the applicable extant Guidelines.</p> <p>...</p> <p>...</p> <p>The Parties acknowledge and agree that the tariff shall be as per the applicable extant Guidelines and Supplier's offer (the "Applicable Tariff") for the relevant year...</p>	<p>Request that a single part tariff with 30% Tariff being subject to WPI escalation should be adopted to ensure that bidders don't load future escalations in cost, in their upfront bid itself, specially when Regulator has already cleared escalation in form of Four Part Tariff with Coal/Transportation cost escalation.</p>	
2	<p>Pg no. – 46/ clause 1.1.4 of RFP</p>	<p>Bids are invited for the Project under Section B of this Bidding Document, on the basis of weighted average levelized Tariff as per the applicable extant Guidelines to be offered by a Bidder for supply of electricity in accordance with the terms of the draft PPA forming part of the Bidding Documents.</p> <p>...</p>	-----	<p>Tariff structure shall be single part tariff based on 1st year tariff instead of weighted average levelized tariff.</p>
3	<p>Pg no. – 11/ clause 1.1.4 of RFQ</p>	<p>....</p> <p>If the developer elects to supply power through a Battery Energy storage System (Charges through RE only), the BESS must be co-located as per CERC Sharing Regulations</p>	<p>Installing new BESS (with existing solar infrastructure) has potential to reduce cost for Supplier and thus is expected to directly translate to a more competitive tariff for the Procurer.</p> <p>We request you to kindly clarify that BESS capacity can be installed and co-located with any future solar capacities to meet the performance metrics specified in the PPA</p>	<p>BESS capacity shall be collocated with the solar capacity.</p>

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4	Pg no. – 12/ clause 1.1.7 of the RFQ.	A single Bidder shall be required to bid for the capacity of as per the applicable extant Guidelines with the option of the Green Shoe.....	Para 6(V) of the Hon'ble WBERC order, has approved the higher capacity as minimum bid size than the guideline, in order to remove the complexity, 51% RE requirement as well as due to requirement of installing 2x Solar projects of the awarded capacity. We request that Minimum Bid Size is kept same as the Tender capacity of 1500 MW to ensure that division of obligation doesn't complicate the tender, as also observed by Hon'ble WBERC.	Minimum bid size is 1750 MW. + greenshoe of 750 MW
5	Pg no. – 12/ clause 1.2.11 of the RFQ and Pg no. – 48/ clause 1.1.9 of the RFP	1.2.11 In terms of the RFP, a Bidder will be required to deposit, as part of its Bid, a bid security of Rs 1,00,000 (Rupees One Lakh) per MW of capacity offered by the Bidder (the "Bid Security"), refundable not later than 60 (sixty) days from the Bid Due Date, except in the case of the Selected Bidder whose Bid Security shall be retained till it has provided a Performance Security under the PPA. RFP 1.1.9 Selected Bidder shall be required to submit the binding land documents and relevant CTU connectivity documents for 50% of the LOA capacity within 3 months of LOA issuance and for balance 50% of the LOA capacity within 6 months of LOA issuance. In case, such documents is not provided by the Selected Bidder in the aforesaid timeline, the LOA can	We request clarity on whether the Bid Security (EMD) and subsequent Post-Award Compliances for Land and CTU connectivity demonstration is required to be submitted for the Base Capacity of 1500 MW or for the cumulative 2000 MW (incl. greenshoe capacity of 500 MW)	For Full capacity of 2500 MW (1750 MW + 750 MW)

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		be annulled and the PPA, if executed, may be terminated by the Procurer, and it can encash the Bid Security or Performance Security, as submitted.		
6	Pg no. – 17/ clause 2.2.2 (A) of RFQ	(A) Technical Capacity: For demonstrating technical capacity and experience (the “Technical Capacity”), the Bidder shall have experience in construction, commissioning, owning and operating at least one single power generating station(s) having an installed capacity of at least 1200 MW and operating the same for a continuous five year period ending 31.03.2026; and shall include a power station developed and operated under PPP, BOO, BOLT, BOOT, BOT, DBFOO or similar basis.	<p>While we meet the Qualification Requirement of Technical Capacity of demonstrating a single operational project of minimum 1,200 MW capacity having over 5 years of successful operational history.</p> <p>However, to avoid any ambiguity during the technical evaluation, we request you to kindly clarify if submission of the Commercial Operation Date (COD) Certificate (accompanied by a self-certification/auditor certificate of continuous operations) will be accepted as sufficient documentary evidence to satisfy this requirement.</p>	Please submit all documents available with you related to construction, commissioning, owning and operating at least one plant of 1200 MW, which will be evaluated by the committee.
7	Pg no. – 48/ clause 1.1.9 of the RFP, And Pg no. – / clause 5.3 of RFP.	The Bidder shall ensure installation of Solar Power Capacity equivalent to twice the contracted Supply Capacity, i.e., aggregate i.e., 3 GW corresponding to the Base Supply Capacity and further additional capacity of 1 GW corresponding to Greenshoe Supply Capacity, if exercised by the Procurer, anywhere in India, as prescribed above. Selected Bidder shall be required to submit the binding Land documents in form of allocation from a Solar Park (Parks as recognized by the any State Govt or Central Govt agency) or land lease documents in case of Government Land or land ownership documents, either in its name or in the name of its Affiliates, based on	<p>We acknowledge the need by Successful bidder to meet such requirements subsequent to LOA issuance, we request you to kindly confirm that the demonstration of required post award compliance may be based on:</p> <ol style="list-style-type: none"> land in multiple parcels aggregating to the total requirement CTU connectivity at multiple/different ISTS substations, with the cumulative capacity aggregating to the total requirement <p>Clause 5.3 of the RfP provides for above documents to be submitted with 15 days of the issuance of the LOA.</p>	Timelines as per clause no.1.1.9 will apply instead of clause 5.3.

S.No	Ref Pg No, Clause No.	Clause As per RfS/Addendum/Amendment etc.	Proposed change /clarification required	WBSEDCL's Response
		<p>at least 4 Acres/MW for the applicable Solar Power Capacity e.g. for 3 GW for Supply Capacity and for 4 GW in case of Green Shoe is exercised by the Procurer. Such land should not be committed to any other tender or LOA or not being used for development of any other project under any other agreement and shall be eligible for use for development of RE projects, having CTU connectivity for the relevant RE capacity.</p> <p>Selected Bidder shall be required to submit the binding land documents and relevant CTU connectivity documents for 50% of the LOA capacity within 3 months of LOA issuance and for balance 50% of the LOA capacity within 6 months of LOA issuance. In case, such documents is not provided by the Selected Bidder in the aforesaid timeline, the LOA can be annulled and the PPA, if executed, may be terminated by the Procurer, and it can encash the Bid Security or Performance Security, as submitted.</p>	<p>Request to kindly clarify which provision shall apply, as we shall plan to submit the documents within 15 days of LOA issuance, if the timeline is as per Clause 5.3 of the RfP.</p>	
8	Pg no. – 62/ clause 5.6 of RFP Early Commencement of Supply of Power	<p>5.6.1.</p> <p>The Bidder shall be permitted for commencement of power supply from full as well as part Supply Capacity even prior to the respective SSD. Procurer to purchase power from such early part/full Supply Capacity prior to SSD, and such power will be purchased by Procurer at the 50% of the PPA tariff.</p>	<p>We request you to kindly issue clarification/amendment to tender documents clarifying that even for early commissioning, 100% of the Tariff shall be payable to the Supplier.</p> <p>We understand that the proposed tender is envisaged as a supply contract and is project agnostic and thus part commencement of supply would also imply supply spread over day and meet obligations stipulated in clause 1.1.1 of the RFQ for such part quantum supply till entire</p>	<p>Amendments have been made, please see bid documents read with Hon'ble WBERC orders.</p>

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			<p>contract quantum supply is commenced i.e. 80% CUF, 4 Hrs Peak as well as 51% traceable green power. Similarly, even if entire contract quantum is agreed to be supplied prior to stipulated SSD, such quantum of supply would still be required to meet the obligations stipulated in clause 1.1.1 of the RFQ. Thus, to the extent supply for whatever quantum is made in a way that it meets the obligations stipulated in clause 1.1.1 of the RFQ, the supplier shall be entitled for full 100% of applicable Tariff.</p> <p>The Hon'ble WBERC order dated 22.09.26, provides for 50% of Tariff, only if component of power is being supplied ahead of the SSD, not in case when all components are available and supplying power as per clause 1.1.1. of the RFQ.</p>	

QUERIES OF GOLDI SOLAR				
S No	Clause	Tender	Queries	WBSEDCL's reply
1	1.1.1 read with 1.1.6 of the RFP		The proposed Tender intends to ensure supply of 100% RE. In such case, request to kindly consider the tender linked to definite RE capacities and not project agnostic	As per bid documents read with Hon'ble WBERC orders.
2	1.2.15 of RFQ and 1.1.4 of RFP	<p>Section A, RFQ: Tariff shall be as per the applicable extant Guidelines</p> <p>Section B, RFP: Bids are invited for the Project under Section B of this Bidding Document, on the basis of weighted average levelized Tariff as per the applicable extant Guidelines to be offered by a Bidder for supply of electricity in accordance with the terms of the draft PPA forming part of the Bidding Documents.</p>	<p>a) Need to rethink the tariff structure: The Tariff as stipulated in the tender document refers to MOP's guidelines, which in turn envisage a four part tariff. This was mainly aligned with the then (Aug 2022) visibility on RE, thermal and storage capacities technologies and with an intent of procurement of 51% RE and thus integrating with thermal to complement intermittent nature. However, with storage gaining momentum over last few years, and most configurations for these kind of tenders are based on BESS. Thus need for thermal in such construct may not be required. Thus, the single part tariff is more suitable rather than four-part structure to encourage high participation by developers.</p> <p>b) Escalation required for serving from RE + storage: To guarantee a 4-hour daily peak supply without performance degradation over 25 years, developers must deploy and periodically augment co-located BESS. A tariff structure lacking inflation-linked escalation will force developers to build these future capacity-replacement costs into their initial bids, leading</p>	Amendments have been made, please see bid documents read with Hon'ble WBERC orders.

QUERIES OF GOLDI SOLAR				
S No	Clause	Tender	Queries	WBSEDCL's reply
			<p>to sub-optimal pricing and higher overall tariffs for the utility.</p> <p>Our Request:</p> <p>(1) As evident from Hon'ble WBERC's order dated 22nd sept'26, whereby it stipulates that the Discom/Procurer proposed a single part tariff structure with 30% escalation linked to inflation indices, seems to be more close to meeting the requirement of RE developers. Thus, request you to kindly adopt the same in the tender document and may please clarify through an addendum</p> <p>(2) Bid Parameter: Considering the above request of adopting single part tariff structure, 1st year Tariff should be appropriate to be considered for bid evaluation criteria, as levelized tariff mechanism for evaluating bids can become misleading due to future escalation factors.</p>	
3	2.2.2 (A) of RFQ	(A) Technical Capacity: For demonstrating technical capacity and experience (the "Technical Capacity"), the Bidder shall have experience in construction, commissioning, owning and operating at least one single power generating station(s) having an installed capacity of at least 1200 MW and	We appreciate the intent of prescribing a robust technical qualification criterion to ensure participation of developers with substantial project development and operational experience. While we would be able to qualify with the technical bidding criteria, however request you to provide the list of documents which may be considered for demonstrating such qualification and request to keep	Please submit all documents available with you related to construction, commissioning, owning and operating at least one plant of 1200 MW, which will be evaluated by the committee.

QUERIES OF GOLDI SOLAR				
S No	Clause	Tender	Queries	WBSEDCL's reply
		operating the same for a continuous five year period ending 31.03.2026; and shall include a power station developed and operated under PPP, BOO, BOLT, BOOT, BOT, DBFOO or similar basis.	such list exhaustive/wide with an intent to accommodate need of participants to demonstrate such criteria.	
4	1.1.9 of the RFP	<p>1.1.9</p> <p>.....</p> <p>Selected Bidder shall be required to submit the binding land documents and relevant CTU connectivity documents for 50% of the LOA capacity within 3 months of LOA issuance and for balance 50% of the LOA capacity within 6 months of LOA issuance. In case, such documents is not provided by the Selected Bidder in the aforesaid timeline, the LOA can be annulled and the PPA, if executed, may be terminated by the Procurer, and it can encash the Bid Security or Performance Security, as submitted.</p>	<p>While we fully support this post-award readiness measure to ensure timely commissioning, we request clarification on the exact performance demonstration threshold.</p> <p>Specifically, please clarify whether successful bidders must demonstrate readiness for the base capacity of 1,750 MW or the total allocated capacity of 2,500 MW (including the greenshoe option) upon receiving the Letter of Award (LoA).</p>	Yes. The successful bidder must demonstrate readiness for 2500 MW, once the green shoe option is offered to them. This is mandatory on the part of developer.
5	1.1.7 of the RFQ	<p>"</p> <p><i>1.1.7 A single Bidder shall be required to bid for the capacity of as per the applicable extant Guidelines with the option of green shoe specified in Clause 1.1.1 and no part capacity other than such bid capacity shall be allowed to participate and for allocation.</i></p> <p>"</p>	<p>a) Fulfilling the rigorous mandates of Clause 1.1.1 demands a highly integrated hybrid design combination of wind, solar, and Energy Storage Systems (ESS).</p> <p>b) To ensure viability of such supply mix commercially, developers must execute and manage these assets at a massive utility scale. Fragmenting the tender into smaller bid capacities prevents bidders from achieving vital procurement and operational efficiencies, which will inevitably</p>	As per bid documents read with Hon'ble WBERC orders.

QUERIES OF GOLDI SOLAR				
S No	Clause	Tender	Queries	WBSEDCL's reply
			<p>drive up the discovered composite tariff and complicate grid integration.</p> <p>1. The Hon'ble WBERC, in its order dated September 22, has already approved a deviation allowing for a higher minimum bid size to address these very complexities. Furthermore, the Hon'ble Commission has already built safeguard into its order to address any concerns regarding low market participation.</p> <p>Our Request: In light of this regulatory backing, we request that the total tender capacity be kept as the single minimum bid size to enable optimal project structuring and deliver the most competitive tariff.</p>	
6	1.1.1		Bid Capacity being updated to Base capacity of 1750 MW and Greenshoe capacity of 750 MW, would the corresponding solar capacity installation requirement as mentioned in 1.1.9 of section B (RFP) be updated to 2X i.e 3500 MW and 5000 MW (with greenshoe)?	Yes.

HERO FUTURE ENERGIES				
Sl No	Reference	Tender provision	Query/Suggestion	WBSEDCL's reply
1	Clause 1.1.1 of RfS Section A (pg 10)	Firm Supply Start Date: "1500 MW: 01.07.2028 500 MW (greenshoe option): 01.04.2029"	Request for project commissioning timeline of at least 24 months from PPA signing or 60 days from CTU substation connectivity start date, whichever is later. Such an approach would be consistent with timelines typically provided under comparable large-scale renewable procurement tenders and would facilitate robust participation while reducing execution risk	No change .
2	Clause 1.1.2 of RfS Section A (pg 11)	"The Selected Bidder shall mandatorily ensure installation of Solar Power Capacity equivalent to twice the contracted Supply Capacity"	The requirement to install Solar Power Capacity equivalent to two times the contracted Supply Capacity is restrictive and limits flexibility in project design. Since compliance is already ensured through the supply, availability and Traceable Green Power obligations under the PPA, it is requested that this requirement be removed, allowing bidders to adopt the optimal resource configuration to fulfil contractual obligations at the most competitive tariff.	No change.

HERO FUTURE ENERGIES				
SI No	Reference	Tender provision	Query/Suggestion	WBSEDCL's reply
3	Clause 1.1.7 of RfS Section A (pg 12)	"A single Bidder shall be required to bid for the capacity of as per the applicable extant Guidelines with the option of green shoe specified in Clause 1.1.1 and no part capacity other than such bid capacity shall be allowed to participate and for allocation."	Clause 1.1.7 does not explicitly specify the minimum bid quantum, resulting in ambiguity regarding bidder participation requirements. WBSEDCL is requested to clarify the minimum bid capacity permitted. In the event that bidding is restricted to the entire 1,750 MW contracted capacity, it is requested that the minimum bid quantum be reduced to 50 MW or 100 MW. Such an approach would facilitate wider market participation, foster greater competition, and align the tender with established competitive bidding practices, thereby enhancing tariff discovery and procurement efficiency.	As per bid documents read with Hon'ble WBERC orders.
4	Clause 1.3 of RfS Section A (pg 16)	Schedule of Bidding Process: Bid Submission close 27.10.2026	Considering the nature and scale of tender, and the fact that festive period is upcoming, at least four weeks extension is requested, which would be helpful in adequate assessment of the tender and preparation for the same	No change in the bid submission date.

HERO FUTURE ENERGIES				
SI No	Reference	Tender provision	Query/Suggestion	WBSEDCL's reply
5	Clause 2.2.2 (A) of RfS Section A (pg 17)	“Technical Capacity: For demonstrating technical capacity and experience (the “Technical Capacity”), the Bidder shall have experience in construction, commissioning, owning and operating at least one single power generating station(s) having an installed capacity of at least 1200 MW and operating the same for a continuous five years’ period ending 31.03.2026; and shall include a power station developed and operated under PPP, BOO, BOLT, BOOT, BOT, DBFOO or similar basis”	The requirement of ownership and operation of a single 1,200 MW generating station with a continuous five-year operating history is restrictive and may disproportionately favour conventional generation assets. Considering the distributed nature of renewable projects, it is requested that bidders be allowed to demonstrate technical eligibility through multiple operational renewable energy projects with cumulative installed capacity of at least 1,200 MW and a minimum operating history of three years. This would enable wider participation while continuing to ensure demonstrated project development and operational experience	As per bid documents read with Hon’ble WBERC orders.
6	Clause 2.2.2 (B) of RfS Section A (pg 17)	“Financial Capacity: The Bidder shall have a (a) minimum Net Worth (the “Financial Capacity-1”) equivalent to Rs. 50 lakh (Rs. Fifty lakh) per MW of the capacity the Bidder is willing to Bid, at the close of the immediately preceding financial year; (b) minimum Turnover (the “Financial Capacity-2”) equivalent to Rs. 1 crore (Rs. One crore) per MW of the capacity the Bidder is willing to Bid, at the close of the preceding financial year; and (c) (b) minimum EBITDA (the “Financial	The Net Worth requirement sufficiently establishes the bidder's financial capability. Requiring both Turnover and EBITDA in addition may be unduly restrictive. It is requested that bidders be required to satisfy the Net Worth criterion along with either the prescribed Turnover or EBITDA criterion. This would maintain financial discipline while enabling broader participation from financially sound and experienced developers	No change.

HERO FUTURE ENERGIES				
SI No	Reference	Tender provision	Query/Suggestion	WBSEDCL's reply
		Capacity-3 ") equivalent to Rs. 50 lakh (Rs. Fifty lakh) per MW of the capacity the Bidder is willing to Bid, at the close of the preceding financial year. Bidders shall not be allowed to increase their capacity at e- Reverse Auction Process greater than for which Financial Capacity has been demonstrated."		
7	Clause 1.1.9 of RfS Section B (pg 48)	"... Selected Bidder shall be required to submit the binding Land documents in form of allocation from a Solar Park (Parks as recognized by the any State Govt or Central Govt agency) or land lease documents in case of Government Land or land ownership documents, either in its name or in the name of its Affiliates, based on at least 4 Acres/MW for the applicable Solar Power Capacity..."	The prescribed minimum land requirement of 4 acres/MW is restrictive and may not reflect the actual land requirement of ISTS projects being developed in different states. Since land requirements vary based on technology, site conditions and project configuration, it is requested that this mandate be removed and bidders be allowed to demonstrate land availability based on the actual requirement of the proposed project	No change.

HERO FUTURE ENERGIES				
SI No	Reference	Tender provision	Query/Suggestion	WBSEDCL's reply
8	Clause 1.1.9 of RfS Section B (pg 48)	“...Selected Bidder shall be required to submit the binding land documents and relevant CTU connectivity documents for 50% of the LOA capacity within 3 months of LOA issuance and for balance 50% of the LOA capacity within 6 months of LOA issuance. In case, such documents is not provided by the Selected Bidder in the aforesaid timeline, the LOA can be annulled and the PPA, if executed, may be terminated by the Procurer, and it can encash the Bid Security or Performance Security, as submitted.”	The requirement to submit binding land documents for 50% of the awarded capacity within 3 months of LOA issuance and the balance 50% within 6 months is highly restrictive and may limit participation from developers pursuing greenfield project development. Under the applicable CTU/GNA framework, land demonstration requirements are already linked to prescribed connectivity milestones, particularly for Land BG-based connectivity. Imposing additional and more stringent timelines under the tender may create duplication and unnecessary execution risk. It is therefore requested that land and connectivity document submission requirements be aligned with the applicable CTU/GNA regulatory timelines, or alternatively be deferred to project commissioning-related milestones, consistent with the approach followed in several renewable energy tenders. This would enable wider participation while continuing to ensure timely project development and delivery.	No change.

Response to Pre Bid Queries: Hindustan Power

S.No	Ref Pg No, Clause No.	Clause As per RfS/Addendum/Amendment etc.	Clarification/request/modify as	WBSEDCL's Response
1	<p>Pg no. 15/ clause no. 1.2.15 of RFQ</p> <p>and</p> <p>Pg no. 47/ clause no. 1.1.4 of RFP</p>	<p>Section A: Tariff shall be as per the applicable extant Guidelines</p> <p>Section B: Bids are invited for the Project under Section B of this Bidding Document, on the basis of weighted average levelized Tariff as per the applicable extant Guidelines to be offered by a Bidder for supply of electricity in accordance with the terms of the draft PPA forming part of the Bidding Documents.</p>	<p>a) It is requested that clarity is provided that which parameter shall be quoted by a bidder intending to supply entirely from RE sources coupled with energy storage systems.</p> <p>b) Evaluating bids on a "levelized tariff" is speculative and can become irrelevant due to fluctuating escalation factors. It is proposed to evaluate bids based on the first-year tariff to ensure transparency and a level playing field. It may be noted that in recently conducted RE-RTC tenders by SECI for 1000 MW and by MSEDCL for 2500 MW, single part tariff mechanism was adopted. Thus, four part tariff mechanism (as stipulated in MOP guidelines) shall not be adopted due to following reasons:</p> <p>i. Such guidelines envisaged RE requirement of only upto 51% with balance to be supplied from non-RE sources viz-a-viz the current tender construct of supplying 100% RE</p> <p>There was very less storage capacity installed at the time of preparation of such guidelines and thus did not provide for event whereby such requirements could be met by integrating RE and storage.</p>	Amendments have been made, please see bid documents read with Hon'ble WBERC orders.
2	<p>Pg no. 62/ clause no. 5.6 of RFP Early</p>	<p>5.6.1. The Bidder shall be permitted for commencement of power</p>	<p>If power is supplied before the scheduled date and meets contract supply obligations i.e. it is in required RTC form meeting the requirement of 80% annual CUF, 4 hr peak</p>	Amendments have been made, please see bid documents read with Hon'ble WBERC orders.

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	Commence of Supply of Power	supply from full as well as part Supply Capacity even prior to the respective SSD. Procurer to purchase power from such early part/full Supply Capacity prior to SSD, and such power will be purchased by Procurer at the 50% of the PPA tariff.	requirement & 51% traceable RE, it should be compensated at 100% of the PPA tariff. 50% tariff as currently stipulated in tender documents should be applicable only if the RTC requirement as per the tender is not met and only single component is used for initiating early supply.	
3	Pg no. 17/ clause no. 2.2.2 (A) of RFQ	(A) Technical Capacity: For demonstrating technical capacity and experience (the "Technical Capacity"), the Bidder shall have experience in construction, commissioning, owning and operating at least one single power generating station(s) having an installed capacity of at least 1200 MW and operating the same for a continuous five year period ending 31.03.2026; and shall include a power station developed and operated under PPP, BOO, BOLT, BOOT, BOT, DBFOO or similar basis.	<p>We understand that supply from Captive plants are not eligible. However, we have a project having capacity more than 1200 MW at single location which satisfies the requirement in the IPP framework.</p> <p>Please clarify the documentary requirement to be submitted to demonstrate the eligibility.</p>	Please submit all documents available with you related to construction, commissioning, owning and operating at least one plant of 1200 MW, which will be evaluated by the committee.

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4	Peak Hours specification		In order to have better structure the supply capacities, Request to kindly fix the peak hours for the entire term of the contract.	As per bid documents.
5	Greenshoe Capacity		Request to kindly clarify that requirement of Greenshoe capacity would be informed along with issuance of LOA for Base capacity of 500 MW. This would help the bidders to plan accordingly.	Greenshoe option of upto 750 MW is at the discretion of WBSEDCL. Once exercised, it is mandatory for the developer to execute the Greenshoe capacity.
6	Pg no. 48/ clause no. 1.1.9 of the RFP	1.1.9 Selected Bidder shall be required to submit the binding land documents and relevant CTU connectivity documents for 50% of the LOA capacity within 3 months of LOA issuance and for balance 50% of the LOA capacity within 6 months of LOA issuance. In case, such documents is not provided by the Selected Bidder in the aforesaid timeline, the LOA can be annulled and the PPA, if executed, may be terminated	The provisions seems to be contrary as in 1.1.9, the requirement of demonstrating the land and CTU connectivity requirement arises for 50% capacity after 3 months and for balance 50% after 6 months of LOA issuance, the clause of 5.3, stipulates for meeting such requirement within 15 days of LOA issuance. Request you to kindly clarify the timeline by which a successful bidder has to meet such requirements post LOA issuance.	Timelines as per clause no.1.1.9 will apply instead of clause 5.3.

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	and Pg no. 62/ clause no. 5.3 of RFP	by the Procurer, and it can encash the Bid Security or Performance Security, as submitted. 5.3Such Solar Power Capacity may be developed and owned either by the Bidder and/or through its Affiliate(s), or Special Purpose Vehicle(s). Provided that, for the Solar Power Capacity, the Supplier shall demonstrate the land and CTU connectivity availability as per clause 1.1.9 above within 15 days of issuance of LOA.		
7	Pg no. 15/ clause no. 1.1.7 of the RFQ	1.1.7 A single Bidder shall be required to bid for the capacity of as per the applicable extant Guidelines with the option of green shoe specified in Clause 1.1.1 and no part capacity other than such bid capacity shall be allowed to participate and for allocation.	Hon'ble WBERC in its order dated 22 nd September has approved the deviation from Minimum Bid size in the Guidelines at a capacity higher than 250 MW (as stipulated in MOP guidelines). This is essential to meet the complex power mix requirement under the present tender.	As per bid documents read with Hon'ble WBERC orders.

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			Thus, we request you to kindly consider a single capacity tender keeping the bid capacity equivalent to tender capacity.	
8	Pg no. 11/ clause no. 1.1.4 of RFQ	 If the developer elects to supply power through a Battery Energy storage System (Charges through RE only), the BESS must be co-located as per CERC Sharing Regulations	We have connectivity for co-located BESS with our projects/sites which are yet to be committed elsewhere. Request you to kindly confirm if such sites may be considered for co-located BESS capacity.	As per bid documents.
9	Pg no. 35/ clause no. 11.10.1 of the PPA	11.10.1 However, irrespective of any disputes raised by the Procurer, as the case may be, it shall pay undisputed amount or 50% of the invoice amount, which , as necessary, can be adjusted by or refunded to the Procurer, in any future payments once such dispute is settled.	We request you to kindly provide similar provision as in Draft PPA of REIAs (e,g as in tender documents of recently conducted 1000 MW RE-RTC tender by SECI) which provides for <u>payment of higher of either of 50% of the invoice amount or the undisputed amount</u> The PPA Clause of SECI 1000 MW RE-RTC tender re-produced below: <i>"10.5.2 If the SECI disputes the amount payable under a Monthly Bill or a Supplementary Bill, as the case may be, it shall pay undisputed amount or 50% of the invoice amount, whichever is higher...."</i>	No change.

Queries/Request for Additional Information LALITPUR POWER

Sl. No.	Ref	Tender Documents	Comments/Rational/Queries	WBSEDCL's reply
I.	1.1.1 of RFQ	seeks to procure electricity from a supplier irrespective of source and/or project that shall supply of 1500MW ("Base Supply Capacity") with 500 MW greenshoe option ("Greenshoe Supply Capacity") RE power in Round-the-Clock manner such that out of RTC power supply, a minimum 51% shall be Traceable Green Power for each Accounting Year, and balance power supply can be met through alternate sources, from different and/or multiple RE/non-RE generation sources in accordance with the provisions of PPA, however ensuring 100% green supply by providing RECs corresponding to supply of power from non-RE generation/supply sources	<ol style="list-style-type: none"> 1. Can the supplier provide more than 51% of the power from RE Sources? 2. Also, can the supplier supply Brown power coupled with REC's for fulfilment of the 51% Traceable Green Power? 	<ol style="list-style-type: none"> 1. YES. 2. No
II.	1.2.15 of RFQ and 11.2 of Draft PPA Tariff Structure	Tariff shall be as per the applicable extant Guidelines	<ol style="list-style-type: none"> 1. The tender document does not provide an explicit Tariff or bid structure, we would request that sufficient clarity around the tariff structure is provided 2. We also request to consider following aspects while finalizing the tariff structure and bid evaluation parameter: <ol style="list-style-type: none"> a. While the RE-RTC guidelines envisage for 51% RE, the proposed tender requires supply of 100% green power. Thus, keeping a four-part tariff structure with thermal component makes the tender complicated for developers, where alongwith thermal they would be forced to price in the cost of REC and by default go for 51:49 RE and Non-RE ratio. b. Given the 4 peak hours requirement, tender is better served with BESS (RE based Co-located), thus single 	As per bid documents read with Hon'ble WBERC orders.

Sl. No.	Ref	Tender Documents	Comments/Rational/Queries	WBSEDCL's reply
			<p>part tariff provides bidders to incorporate their overall mix of RE, BESS and other sources.</p> <p>c. RE-RTC guidelines was last amended in Aug 2022, where there was essentially no BESS installed in the country and doesn't envisage such BESS. Thus the four-part structure is not accordingly not suited and provides escalations based on Thermal components of Coal and Transportation. Escalation for the BESS based bidders need to be more general inflation linked. Unlike standard standalone BESS or RE tenders which typically account for annual performance degradation (~3%) or supply variations ($\pm 20\%$), this RE-RTC tender mandates a strict, unadjusted delivery benchmark i.e a constant minimum 80% availability alongside 4 hours of daily peak power commitment with zero degradation allowance over the contract period which would require more RE and BESS capacity augmentation during the life of the PPA and would need to be compensated in terms of escalation in Tariff, else bidders would be forced to build that upfront.</p> <p>d. The RE-RTC guidelines due to its tender structure led to multiple failed bids by SECI in 2021 and 2022, due to which virtually no further bids were invited under such guidelines. MSEDCL has adopted RE-RTC guidelines after getting due changes in the tender structure of Single part Tariff and approval of same from their regulator.</p> <p>e. MSEDCL in their 2.5 GW tender and SECI in their 1 GW RE-RTC Tender, adopted a single part tariff and got participation of 2.5x and 3x their tender size.</p>	

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			Based on Hon'ble WBERC order in case no. OA – 579 / 26 – 27 dated 22 nd Sept'26, it seems that M/s WBSEDCL has explored the tariff structure of single part tariff with partial escalation of 30% linked to WPI. We humbly submit that such tariff structure is more appropriate and may be adopted for inviting such a tender requiring supply of 100% RE supply. The Bidding criteria can be adopted as 1 st year Single Part Tariff.	
III.	1.2.11 of the RFQ and 1.1.9 of the RFP	<p>1.2.11 In terms of the RFP, a Bidder will be required to deposit, as part of its Bid, a bid security of Rs 1,00,000 (Rupees One Lakh) per MW of capacity offered by the Bidder (the "Bid Security"), refundable not later than 60 (sixty) days from the Bid Due Date, except in the case of the Selected Bidder whose Bid Security shall be retained till it has provided a Performance Security under the PPA.</p> <p>RFP 1.1.9 Selected Bidder shall be required to submit the binding land documents and relevant CTU connectivity documents for 50% of the LOA capacity within 3 months of LOA issuance and for balance 50% of the LOA capacity within 6 months of LOA issuance. In case, such documents is not provided by the Selected Bidder in the aforesaid timeline, the LOA can be annulled and the PPA, if executed, may be terminated by the Procurer, and it can encash the Bid Security or Performance Security, as submitted.</p>	Clarity is sought w.r.t the capacity for which bid security (7 days prior to bid) and subsequent compliance for land and connectivity (post bid) is to be provided to ensure accurate financial and compliance planning.	Full quantum including greenshoe is to be considered.

Sl. No.	Ref	Tender Documents	Comments/Rational/Queries	WBSEDCL's reply
IV.	2.2.2 (A) of RFQ	(A) Technical Capacity: For demonstrating technical capacity and experience (the "Technical Capacity"), the Bidder shall have experience in construction, commissioning, owning and operating at least one single power generating station(s) having an installed capacity of at least 1200 MW and operating the same for a continuous five year period ending 31.03.2026; and shall include a power station developed and operated under PPP, BOO, BOLT, BOOT, BOT, DBFOO or similar basis.	While we meet the stipulated requirement, we request you to kindly provide a list of documents (one or many) that shall be required for meeting the technical capacity requirements e.g first power sale bill etc.	Please submit all documents available with you related to construction, commissioning, owning and operating at least one plant of 1200 MW, which will be evaluated by the committee.
V.	1.1.9 of the RFP Read with 5.3 of the RFP	The Bidder shall ensure installation of Solar Power Capacity equivalent to twice the contracted Supply Capacity, i.e., aggregate i.e., 3 GW corresponding to the Base Supply Capacity and further additional capacity of 1 GW corresponding to Greenshoe Supply Capacity, if exercised by the Procurer, anywhere in India, as prescribed above. Selected Bidder shall be required to submit the binding Land documents in form of allocation from a Solar Park (Parks as recognized by the any State Govt or Central Govt agency) or land lease documents in case of Government Land or land ownership documents, either in its name or in the name of its Affiliates, based on at least 4 Acres/MW for the applicable Solar Power Capacity e.g. for 3 GW for Supply Capacity and for 4 GW in case of Green Shoe is exercised by the Procurer. Such land should not be committed to any other tender or LOA or not being used for development of any other project under any other agreement and shall be	<p>a) We understand the gravity and need of such requirements considering state's ask to seek assurance of timely supply of RE. We humbly request to kindly permit the demonstration of land requirements through multiple aggregated parcels and grid connectivity for such parcels at different ISTS substations to mitigate execution risks and prevent delays.</p> <p>b) In 5.3 of the RFP, the timeline of demonstrating land and connectivity for required solar capacity has been mentioned as 15 days from issuance of LOA whereas in clause 1.1.9, the same seems to have much higher timeline of 3 months and 6 months respectively. It is submitted that same timeline may be stipulated to avoid any future dispute for successful bidder.</p>	<p>a) It is permitted as per bid documents except where BESS is to be co-located under 1.1.4 of RFQ.</p> <p>b) Timelines as per clause no.1.1.9 will apply instead of clause 5.3.</p>

Sl. No.	Ref	Tender Documents	Comments/Rational/Queries	WBSEDCL's reply
		<p>eligible for use for development of RE projects, having CTU connectivity for the relevant RE capacity.</p> <p>Selected Bidder shall be required to submit the binding land documents and relevant CTU connectivity documents for 50% of the LOA capacity within 3 months of LOA issuance and for balance 50% of the LOA capacity within 6 months of LOA issuance. In case, such documents is not provided by the Selected Bidder in the aforesaid timeline, the LOA can be annulled and the PPA, if executed, may be terminated by the Procurer, and it can encash the Bid Security or Performance Security, as submitted.</p> <p>5.3 The Bidders shall ensure installation of Solar Power Capacity equivalent to twice the contracted Supply Capacity, corresponding to the Base Supply Capacity and further additional capacity corresponding to Greenshoe Supply Capacity, if exercised by the Procurer, anywhere in India ("Solar Power Capacity"), as prescribed above. Interconnection Point of such Solar Power Capacity should be LV side of ISTS network. Such Solar Power Capacity may be developed and owned either by the Bidder and/or through its Affiliate(s), or Special Purpose Vehicle(s). Provided that, for the Solar Power Capacity, the Supplier shall demonstrate</p>		

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		the land and CTU connectivity availability as per clause 1.1.9 above within 15 days of issuance of LOA.		
VI.	5.6 of RFP Early Commencement of Supply of Power	5.6.1. The Bidder shall be permitted for commencement of power supply from full as well as part Supply Capacity even prior to the respective SSD. Procurer to purchase power from such early part/full Supply Capacity prior to SSD, and such power will be purchased by Procurer at the 50% of the PPA tariff.	We submit that while we agree that <u>50% of the Tariff shall apply when single component</u> is used for initiating early supply as envisaged in Hon'ble WBERC order dated 22 nd sept'26, any early power supply delivered ahead of the scheduled date should be compensated at <u>100% of the PPA tariff if it meets all contract supply obligations stipulated in 1.1.1 of the RFQ</u> i.e requirements of 80% annual CUF, 4-hour peak performance, and 51% traceable RE and RECs corresponding to supply of power from non-RE generation/supply sources.	Amendments have been made, please see bid documents read with Hon'ble WBERC orders.
VII.	11.10.1 of the PPA	11.10.1 However, irrespective of any disputes raised by the Procurer, as the case may be, it shall pay undisputed amount or 50% of the invoice amount, which, as necessary, can be adjusted by or refunded to the Procurer, in any future payments once such dispute is settled.	In line with the standard draft PPAs of REIAs, we request the incorporation of a similar relief provision. Specifically, in the event of a dispute, the developer <u>should be paid the higher of: (a) 50% of the disputed invoice value, or (b) the undisputed amount."</u>	As per bid documents
VIII.	Details of Bid opening time		Request you to kindly clarify the technical bid opening time.	15:00 hrs of 02.11.2026
IX.	RLDC/SLDC Charges		Request you to kindly clarify that the Procurer shall be liable for payment of all the charges, due and payable under Applicable Laws by the Procurer to the SLDC and RLDC for and in respect of all its supplies to the Procurer at the Delivery Point.	As per clause 5.3 of the draft PPA,supplier has to bear.

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X	1.1.7 of the RFQ	<p>“</p> <p><i>1.1.7 A single Bidder shall be required to bid for the capacity of as per the applicable extant Guidelines with the option of green shoe specified in Clause 1.1.1 and no part capacity other than such bid capacity shall be allowed to participate and for allocation. “</i></p>	<p>In its order dated 22.09.2026, the Hon'ble WBERC approved a deviation from the Ministry of Power (MoP) guidelines, allowing a minimum bid size higher than 250 MW.</p> <p>This deviation is technically essential to optimise the costs pertaining to of solar and storage capacity requirement to meet the boundary conditions stipulated in 1.1.1 of the RFQ. Accordingly, we request you to kindly consider tender capacity as the min bid capacity.</p>	<p>As per bid documents read with Hon'ble WBERC orders.</p>

POWERMECH PROJECTS LTD				
Query No.	Ref	Published Documents	Views and Suggestions	WBSEDCL's reply
1	RfQ clause 1.1.1	 however ensuring 100% green supply by providing RECs corresponding to supply of power from non-RE generation/supply sources, maintaining a Supply of minimum 80% CUF for each Accounting Year along with maintaining a Supply of minimum 70% CUF on monthly basis and Supply of minimum 90% CUF during Peak hours (Discharging 4 Hours Daily - single stretch of 4 hours or 4 hours in total in multiple stretches, as decided by WBSEDCL).....	<p>Considering it to be a RE tender and RE being of intermittent nature, we request you to kindly firm up such 4 hours of peak supply for entire term of the PPA.</p> <p>This would ensure better capacity planning and optimisation for RE developers which in turn would ensure more competitive bid discovery.</p>	As per bid documents.
2	1.2.15 of RFQ and 1.1.4 of RFP	<p>Section A, RFQ: Tariff shall be as per the applicable extant Guidelines</p> <p>Section B, RFP: Bids are invited for the Project under Section B of this Bidding Document, on the basis of weighted average levelized Tariff as per the applicable extant Guidelines to be offered by a Bidder for supply of electricity in accordance with the terms of the draft PPA forming part of the Bidding Documents.</p>	<p>a) It is requested that the detailed tariff structure, including the applicable tariff components and bid evaluation methodology, be clearly specified to ensure transparency and certainty for bidders.</p> <p>b) Structural Misalignment with 100% Green Power Requirement: The tender mandates supply of 100% green power, including compliance through renewable energy sources and RECs. In this context, adoption of a complex four-part tariff structure, originally designed for projects involving a thermal generation component and fuel-linked cost variations, may not be appropriate for the envisaged procurement framework.</p> <p>c) Need to Address Long-Term BESS-Related Costs: Meeting the stipulated peak supply obligation of 4 hours per day while maintaining the prescribed availability levels will necessitate deployment of co-located Battery Energy Storage Systems (BESS). Over the project life, developers may be required to undertake periodic augmentation of both BESS and renewable generation capacity to compensate for</p>	Amendments have been made, please see bid documents read with Hon'ble WBERC orders.

			<p>battery degradation and sustain contractual performance. In the absence of any escalation mechanism, bidders would be compelled to factor such long-term capital expenditures into their upfront tariff quotes, potentially leading to higher discovered tariffs.</p> <p>Our Request:</p> <ul style="list-style-type: none">(1) A single-part composite tariff structure may be considered, providing bidders the flexibility to optimally manage the supply portfolio across renewable energy, BESS, and other eligible green energy sources while reducing tariff complexity.(2) A limited escalation mechanism linked to a general inflation index such as WPI may be considered, in place of thermal-specific escalation factors, to appropriately account for battery degradation, capacity augmentation requirements, and other long-term cost escalations inherent in a 100% green power supply arrangement.(3) Bid Parameter: Given single part tariff structure, the 1st year Tariff should become the bid evaluation criteria, which is more appropriate as WPI escalation are unpredictable. Even in thermal bids now, there is no levelisation while evaluating the tenders due to similar reasons.	
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3	2.2.2 (A) of RFQ	(A) Technical Capacity: For demonstrating technical capacity and experience (the “Technical Capacity”), the Bidder shall have experience in construction, commissioning, owning and operating at least one single power generating station(s) having an installed capacity of at least 1200 MW and operating the same for a continuous five year period ending 31.03.2026; and shall include a power station developed and operated under PPP, BOO, BOLT, BOOT, BOT, DBFOO or similar basis.	We appreciate the intent of prescribing a robust technical qualification criterion to ensure participation of developers with substantial project development and operational experience. While we would be able to qualify with the technical bidding criteria, however request you to clarify the document required to support the technical parameter.	Please submit all documents available with you related to construction, commissioning, owning and operating at least one plant of 1200 MW, which will be evaluated by the committee.
4	1.1.9 of the RFP	1.1.9 Selected Bidder shall be required to submit the binding land documents and relevant CTU connectivity documents for 50% of the LOA capacity within 3 months of LOA issuance and for balance 50% of the LOA capacity within 6 months of LOA issuance. In case, such documents is not provided by the Selected Bidder in the aforesaid timeline, the LOA can be annulled and the PPA, if executed, may be terminated by the Procurer, and it can encash the Bid Security or Performance Security, as submitted.	We understand and appreciate the intent of the requirement as a post-award compliance measure to ensure project readiness and timely delivery of power. Accordingly, it is requested that land already procured before the tender date and not allocated or committed to any other project or tender, may be permitted to be considered for meeting the stipulated land requirement.	As per bid documents.

5	1.1.7 of the RFQ	<p>“</p> <p>1.1.7 A single Bidder shall be required to bid for the capacity of as per the applicable extant Guidelines with the option of green shoe specified in Clause 1.1.1 and no part capacity other than such bid capacity shall be allowed to participate and for allocation. “</p>	<p>1. Complexity of 100% Green RE-RTC Supply: Fulfilling the conditions as stipulated in 1.1.1 of the RFQ, featuring a strict 80% minimum availability and a dedicated 4-hour daily peak block, requires an extraordinarily complex and highly integrated generation mix.</p> <p>2. The Need for Scale: To make this economically and operationally viable, developers must balance wind, solar, and ESS at a massive utility scale. Splitting the tender into smaller, fragmented capacities prevents bidders from achieving the necessary economies of scale, drives up the composite tariff, and severely complicates grid integration.</p> <p>We request that in light of the fact that Hon’ble WBERC has already approved higher minimum bid size related variation, tender size itself can be kept as minimum bid size. Hon’ble WBERC has already provided for safeguards in its order, in case of low participation..</p>	As per the bid documents
6	1.1.1		<p>Bid Capacity being updated to Base capacity of 1750 MW and Greenshoe capacity of 750 MW, would the corresponding solar capacity installation requirement as mentioned in 1.1.9 of section B (RFP) be updated to 2X i.e 3500 MW and 5000 MW (with greenshoe)?</p>	Yes.

RENEW SOLAR POWER PRIVATE LIMITED				
Sr. No.	Clause No.	Clause as per Tender	Clarification Sought	WBSEDCL's reply
1	1.1.1	Firm Supply Start Date of 01.07.2028 for 1,500 MW Base Supply Capacity and 01.04.2029 for 500 MW Greenshoe Supply Capacity.	Considering the time required for development of requisite RE/ESS capacity, including land, connectivity, financing, procurement, construction and commissioning, it is requested that the Firm Supply Start Date for both the Base Supply Capacity and Greenshoe Supply Capacity be allowed as 24 months from the date of signing of the respective PPA.	No Change.
2	2.2.2(A)	The Bidder shall have experience in construction, commissioning, owning and operating at least one single power generating station having an installed capacity of at least 1,200 MW and operating the same for a continuous five-year period ending 31.03.2026.	Considering that the present procurement permits supply from different and/or multiple RE/non-RE generation sources and Energy Storage Systems, it is requested that the requirement of a single 1,200 MW power generating station be amended to permit bidders having experience in construction, commissioning, owning and operating one or more power generating/energy storage projects having an aggregate capacity of at least 1200 MW (or bid capacity) operational at the time of bid submission. Further, experience in RE, hydro, thermal, BESS and hybrid projects may be considered for meeting the Technical Eligibility requirement.	No Change.
3	1.1.2	The Selected Bidder shall mandatorily ensure installation of Solar Power Capacity equivalent to twice the contracted Supply Capacity, i.e. 3 GW corresponding to the Base Supply Capacity	Considering that the procurement is for RE RTC power and the RFP permits supply from different and/or multiple RE/non-RE generation sources, it is requested that the	No Change.

		and an additional 1 GW corresponding to Greenshoe Supply Capacity, if exercised.	requirement for installation of a fixed Solar Power Capacity equivalent to twice the contracted Supply Capacity may be dispensed with , and the bidder may be allowed to determine the optimal mix and quantum of RE generation and Energy Storage capacity required to meet the stipulated RTC supply obligations, subject to compliance with the minimum green power requirements under the RFP/PPA.	
4	1.1.2	The Selected Bidder shall be entitled to schedule the entire Solar Power Capacity so developed at its discretion, towards the RE RTC PPA or in the market.	It is requested to clarify whether the Selected Bidder shall be permitted to procure power from the market, including Power Exchanges (DAM/RTM), bilateral arrangements or other permissible sources , for meeting the contracted RTC supply obligations under the PPA, subject to fulfilment of the prescribed minimum green power/traceable green power requirements.	As per bid documents.
5	1.1.2	Such Solar Power Capacity may be developed and owned either by the Selected Bidder and/or through its Affiliate(s), or Special Purpose Vehicle(s).	It is requested to clarify whether the Selected Bidder may utilise existing or underdevelopment generation capacity owned through its existing SPVs/Affiliates , including projects commissioned or to be commissioned prior to the award of this tender, for meeting the supply obligations under the RE RTC PPA, or whether the generation capacity to be scheduled under the PPA is required to be newly commissioned specifically pursuant to this tender .	As per bid document.

6	1.1.2	Any power supplied by the Selected Bidder to Procurer from any source, including supply scheduled from Solar Power Capacity, shall be reckoned towards fulfilment of the Selected Bidder's supply obligations under the RE RTC PPA.	It is requested to clarify that power supplied from any eligible source, including power procured from the market or sourced through existing/under-development projects of the Selected Bidder, its Affiliates or SPVs , may be scheduled towards fulfilment of the contracted RTC supply obligations, subject to compliance with the minimum 51% Traceable Green Power requirement and other applicable provisions of the RFP/PPA.	As per bid document.
7	—	The RFP does not specify any minimum bid capacity for participation in the procurement.	It is requested that the RFP may specify a minimum bid capacity to facilitate participation by a larger number of eligible bidders and promote competition. It is suggested that the minimum bid capacity may be considered as min 50 MW .	As per bid documents read with Hon'ble WBERC orders.
8	—	The RFP does not provide for extension of the Supply Start Date in case of delay in availability of grid connectivity/transmission infrastructure for reasons beyond the control of the Selected Bidder.	It is requested that, in case of delay in grid connectivity/availability of transmission infrastructure beyond the control of the Selected Bidder, the Supply Start Date may be suitably extended. Further, considering the standard timeline required after availability of grid connectivity for commissioning and operationalisation of the project, it is requested that the Supply Start Date may be considered as 60 days from the date of actual availability of the required grid connectivity , subject to the project being otherwise ready for supply	No Change.

SAEL INDUSTRIES LIMITED

S. No.	Documents	Clause No.	Existing Clause	Proposed Modifications	WBSEDCL's response
1	RFQ (Section A)	1.1.7	A single Bidder shall be required to bid for the capacity of as per the applicable extant Guidelines with the option of green shoe specified in Clause 1.1.1 and no part capacity other than such bid capacity shall be allowed to participate and for allocation.	WBSEDCL is requested to clarify whether a minimum bid size is applicable for this tender. It is also requested that WBSEDCL allow bidders to bid for a minimum bid size of 50 MW, so that multiple bidders can participate.	As per bid documents read with Hon'ble WBERC orders.
2	RFQ (Section A)	2.2.2(B) Financial Capacity	Net Worth Rs. 50 lakh, Turnover Rs. 1 crore and EBITDA Rs. 50 lakh "per MW of the capacity the Bidder is willing to Bid".	WBSEDCL is requested to clarify whether the greenshoe (500 MW) is included in the capacity on which these criteria are computed (1,500 MW or 2,000 MW).	Full capacity including Greenshoe (2500MW) to be considered.
3	RFQ (Section A)	2.2.2(A) Technical Capacity	The Bidder shall have experience in construction, commissioning, owning and operating at least one single power generating station(s) having an installed capacity of at least 1200 MW and operating the same for a continuous five year period ending 31.03.2026; and shall include a power station developed and operated under PPP, BOO, BOLT, BOOT, BOT, DBFOO or similar basis.	WBSEDCL is requested to reduce the technical eligibility criterion to a cumulative experience of 200 MW of RE projects, with at least one project of 100 MW capacity at a single location.	No Change.
4	RFQ (Section A), RFP (Section B) and PPA	RFQ 1.1.2; RFP 1.1.9 and 5.3; PPA 5.8	RFQ 1.1.2: "The Selected Bidder shall mandatorily ensure installation of Solar Power Capacity equivalent to twice the contracted Supply Capacity (i.e. 3 GW corresponding to the Base Supply Capacity and further additional capacity of 1 GW corresponding to Greenshoe Supply Capacity, if exercised), anywhere in India..."	WBSEDCL is requested to remove the requirement to install Solar Power Capacity equivalent to twice the contracted Supply Capacity.	No Change.
5	RFP (Section B)	1.1.9 and 5.3 (Solar Power Capacity)	RFP 5.3: "...the Supplier shall demonstrate the land and CTU connectivity availability as per clause 1.1.9 above within 15 days of issuance of LOA." RFP 1.1.9: "Selected Bidder shall be required to submit the binding land documents and relevant CTU connectivity documents for 50% of the LOA capacity within 3 months of LOA issuance and for balance 50% of the LOA capacity within 6 months of LOA issuance."	There is ambiguity between the two clauses. It is requested that the Bidder be allowed to demonstrate possession of 100% of the land on or before commissioning of the project. It is also requested that the Bidder be required to apply for connectivity within 60 days of [LOA / PPA effective date] and to submit the copies of the in-principle and final grant of connectivity within 15 days of their issuance by CTU.	Timelines as per clause no.1.1.9 will apply instead of clause 5.3.

SERENTICA RENEWABLES INDIA PVT LTD Pre-Bid Queries

Clause	Proposed Modification	WBSEDCL Response
RfS Clause 2.2.2.(A) - Technical Capacity: For demonstrating technical capacity and experience (the “Technical Capacity”), the Bidder shall have experience in construction, commissioning, owning and operating at least one single power generating station(s) having an installed capacity of at least 1200 MW and operating the same for a continuous five year period ending 31.03.2026; and shall include a power station developed and operated under PPP, BOO, BOLT, BOOT, BOT, DBFOO or similar basis.	Request WBSEDCL to delete the technical eligibility requirement and allow participation based on financial capability and project development capability only.	No Change.
RfS Clause 2.2.2.(B) - Financial Capacity: The Bidder shall have a (a) minimum Net Worth (the “Financial Capacity-1”) equivalent to Rs. 50 lakh (Rs. Fifty lakh) per MW of the capacity the Bidder is willing to Bid, at the close of the immediately preceding financial year; (b) minimum Turnover (the “Financial Capacity-2”) equivalent to Rs. 1 crore (Rs. One crore) per MW of the capacity the Bidder is willing to Bid, at the 18 close of the preceding financial year; and (c) (b) minimum EBITDA (the “Financial Capacity-3”) equivalent to Rs. 50 lakh (Rs. Fifty lakh) per MW of the capacity the Bidder is willing to Bid, at the close of the preceding financial year. Bidders shall not be allowed	Request WBSEDCL to allow bidders to meet either the Turnover criterion or the EBITDA criterion instead of mandating compliance with both parameters.	No Change.

to increase their capacity at e-Reverse Auction Process greater than for which Financial Capacity has been demonstrated.		
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TORRENT GREEN ENERGY

Request For Qualification for Procurement of 1750 MW with 750 MW Greenshoe RE RTC power for a period of 25 years RFQ No. – WBSEDCL/PT&P/RE-RTC/2026/01 Dated 23.09.2026.

SN	Documents	Clause No.	Existing Clause	Clarification / Modifications	WBSEDCL response
1.	RFQ	1	Bid Information sheet (Q) Bank Account, GST and PAN details of WBSEDCL (For EMD)	Bank account details & GST details of WBSEDCL are missing kindly provide the same.	Please see Addendum on TCIL website.
2.	RFQ	1.1.7	A single Bidder shall be required to bid for the capacity as per the applicable extant Guidelines with the option of Greenshoe specified in Clause 1.1.1, and no part capacity other than such bid capacity shall be allowed to participate and for allocation.	Considering the substantial size of the tender, it is requested that WBSEDCL prescribe a reasonable minimum bid capacity, such as 50 MW or 100 MW , and permit Bidders to offer capacity in multiples of the prescribed minimum quantum, up to the entire Base Supply Capacity of 1,750 MW. Further, as per MoP's FDRE TBCB guidelines, a maximum of 50 percent of bid capacity can be allocated to a single bidder in a tender.	No Change.
3.	RFQ	Clause 1.1.2	The Selected Bidder shall mandatorily ensure installation of Solar Power Capacity equivalent to twice the contracted Supply Capacity (i.e. 3.5 GW corresponding to the Base Supply Capacity and further additional capacity of 1.5 GW corresponding to Greenshoe Supply Capacity , if exercised), anywhere in India ("Solar Power Capacity"), as prescribed above	Kindly clarify the technical, operational and regulatory basis for mandating installation of Solar Power Capacity equivalent to twice the contracted Supply Capacity, particularly when the Selected Bidder is permitted to meet the RE-RTC supply obligations by pooling power from multiple renewable-energy sources, Energy Storage Systems and other eligible sources. It is requested that the mandatory 2x Solar Power Capacity requirement be deleted and replaced with a technology-neutral,	No Change.

				performance-based requirement, allowing the Selected Bidder to independently determine the optimum project configuration comprising solar, wind, hydro, pumped storage and BESS , subject to compliance with the contracted RTC Supply Capacity, the minimum annual and monthly supply obligations and Peak Hour supply obligation	
4.	RFQ	Clause 1.2.15	Bids are invited for the Supply Capacity under Section B of this Bidding Document, on the basis of weighted average levelized Tariff a bidding parameter as per the applicable extant Guidelines (excluding ISTS transmission charges and losses) to be offered by a Bidder for supply of electricity in accordance with the terms of the draft PPA forming part of the Bidding Documents	<p>The tender provides that the Bidder shall quote a “weighted-average levelized tariff” at the Delivery Point, and selection of the Successful Bidder shall be based on the lowest weighted-average levelized tariff. However, the detailed methodology, formula and underlying assumptions for calculating and evaluating the levelized tariff are not clearly specified.</p> <p>Kindly provide the complete methodology and formula to be used for calculating the weighted average levelized tariff.</p>	Amendments have been made, please see bid documents read with Hon’ble WBERC orders.
5.	RFQ	Clause 4.6	<p>4.6 Scheduled Commencement Date of Supply (“Supply Start Date”)</p> <p>4.6.1 The Scheduled Commencement Date of Supply “Supply Start Date” (SSD) for supplying power from the Supply Capacity shall be as below:</p> <p>i. Phase 1 (1500 MW Base Capacity) PPA: SSD shall be 01 July 2028</p>	<p>4.6 Scheduled Commencement Date of Supply (“Supply Start Date”)</p> <p>4.6.1 The Scheduled Commencement Date of Supply “Supply Start Date” (SSD) for supplying power from the Supply Capacity shall be as below:</p> <p>i. Phase 1 (1500 MW Base Capacity) PPA: SSD shall be 01 July 2028</p>	No Change.

			ii. Phase 2 (500 MW Greenshoe Supply Capacity) PPA: SSD shall be 01 April 2029	ii. Phase 2 (500 MW Greenshoe Supply Capacity) PPA: SSD shall be 01 April 2029 <u>30(Thirty) months from the date of execution of the Power Purchase Agreement.</u>	
6.	RFQ and RFP	RFQ Clause 1.1.7 read with RFP Clauses7	<p>RFQ clause 1.1.7 A single Bidder shall be required to bid for the capacity as per the applicable extant Guidelines with the option of Greenshoe specified in Clause 1.1.1, and no part capacity other than such bid capacity shall be allowed to participate and for allocation.</p> <p>RFP Clause 7.1 Subject to the provisions of Clause 2.15.1, the Bidder whose Bid is adjudged as responsive in terms of Clause 3.2.1 and the Selected Bidder-1 shall be allocated the quantum of power/capacity offered by him. If the allocated quantum of power/capacity is less than the total quantum of power/capacity to be contracted, the quantum or power/capacity allocation shall be on the basis of "Bucket filling" i.e. capacity quoted by Selected Bidder-1 at L1 tariff shall be allocated first, then the capacity quoted by the next lower bidder (the "L2 bidder") at the tariff quoted by him (the "L2 tariff")</p>	<p>RFQ states that a single Bidder shall bid for capacity as per the applicable Guidelines and "no part capacity other than such bid capacity shall be allowed." However, RFP Clause 7.1 provides for bucket filling and allocation of capacity offered by multiple bidders.</p> <p>Kindly clarify the minimum and maximum capacity that may be offered by an individual Bidder.</p>	Please refer to the order of Hon'ble WBERC dated 22.09.206 wherein the deviation sought for minimum bid size as the full quantum has been admitted.
7.	RFQ and RFP	RFQ Clause 1.1.1 read with RFP	Clause 1.1.1 The West Bengal State Electricity Distribution Company Ltd. is engaged in the distribution of electricity in the state of West	Kindly clarify whether, upon exercise of the Greenshoe option by WBSEDCL, acceptance of the additional Greenshoe Supply Capacity shall be mandatory for the	Greenshoe is at the option of WBSEDCL and if exercised will be mandatory and no separate consent of bidder will be required.

		Clauses 1.1.9 and 5.1.1	<p>Bengal..... It is expressly clarified that 750 MW Greenshoe Supply Capacity shall be offered to the Selected Bidder at least 30 days prior to 30.09.2027 with Supply Start Date of 01.04.2029 i.e a period of 18 months from such date..... The PPA for 750 MW Greenshoe Supply Capacity shall be executed within 30 days of such exercise of greenshoe option by the Procurer and the Selected Bidder shall provide the Performance Security for such 750 MW prior to execution of the PPA for Greenshoe Supply Capacity.</p>	<p>Selected Bidder or subject to the Selected Bidder's consent and discretion.</p> <p>It is requested that acceptance of the Greenshoe Capacity be made optional for the Selected Bidder, considering its project readiness, availability of land, connectivity, financing and generation resources. Non-acceptance of the Greenshoe Capacity should not constitute a Bidder default or result in encashment of Bid Security or Performance Security.</p>	
8.	RFQ/PPA	RFQ Clause 1.1.4 and PPA clause 11.2.4	<p>Clause 1.1.4 The selected Bidder (the "Supplier"/ "Selected Bidder") shall be responsible for supply of electricity from any source and/or from any type of Power Station including Energy Storage System (Charged through Renewable Energy only), provided that out of RTC power supply, a minimum 51% shall be Traceable Green Power for each Accounting Year and balance power supply can be met through alternate sources in accordance with the provisions of PPA. however ensuring 100% green supply by providing RECs corresponding to supply of power from non-RE generation/supply sources</p> <p>PPA Clause 11.2.4</p>	<p>Kindly clarify the consequences where the Supplier:</p> <ul style="list-style-type: none"> i. fails to provide RECs corresponding to 100% of the non-RE power supplied; ii. provides only part of the required REC quantum; iii. provides the required RECs after the stipulated period of 60 days; or 	Provision of REC is a contractual requirement.

			For power scheduled from non-RE sources by the Supplier, if the Schedule is confirmed by the Procurer, Applicable Tariff shall be payable for such scheduled power. If the said Schedule from non-RE sources is not confirmed by the Procurer as a result of application of MOD principle, then 70% of the Applicable Tariff (i.e., fixed charge component hereinafter referred to as the “Fixed Charge”), shall be payable for such power which is not scheduled by the Procurer. Non-RE power shall be with RECs and RECs corresponding to supply of power from non-RE generation/supply sources for the Contract Year shall be provided by the Supplier within 60 days of end of Contract Year.		
9.	RFP	1.1.9	<p>The Bidder shall ensure installation of Solar Power.....</p> <p>Selected Bidder shall be required to submit the binding land documents and relevant CTU connectivity documents for 50% of the LOA capacity within 3 months of LOA issuance and for balance 50% of the LOA capacity within 6 months of LOA issuance. In case, such documents is not provided by the Selected Bidder in the aforesaid timeline, the LOA can be annulled and the PPA, if executed, may be terminated by the Procurer, and it can encash the Bid Security or Performance Security, as submitted.</p>	<p>The Bidder shall ensure installation of Solar Power.....</p> <p>Selected Bidder shall be required to submit the binding land documents <u>on or before the Scheduled Commissioning Date</u> and relevant CTU connectivity documents for 50% of the LOA capacity within 3 months of LOA issuance and for balance 50% of the LOA capacity within 6 months of LOA issuance. In case, such documents is not provided by the Selected Bidder in the aforesaid timeline, the LOA can be annulled and the PPA, if executed, may be terminated by the Procurer, and it can</p>	As per bid documents.

				encash the Bid Security or Performance Security, as submitted.	
10.	PPA	ARTICLE 26 DEFINITIONS	<p>“CUF Definition” In any Accounting Year, if „X“ MWh of energy has been metered out at the Delivery Point for „Y“ MW Supply Capacity applicable for the year, CUF = (X MWh / (Y MW * 8766)) X 100%;</p>	<p>Annual CUF is calculated using 8,766 hours, whereas non-leap years contain 8,760 hours.</p> <p>Kindly amend the annual CUF denominator to actual hours in the relevant Accounting Year, 8,760 hours for a normal year and 8,784 hours for a leap year.</p>	No change.
11.	PPA	PPA Clauses 3.1.1 and Definition of Appointed Date	<p>3.1.1 Subject to and in accordance with the provisions of this Agreement, Applicable Laws and the Applicable Permits, the Procurer hereby awards to the Supplier, the supply contract set forth herein for supply of Supply Capacity thereof to the Procurer for a period of 25 years commencing from the SSD of Phase-2....., and the Supplier hereby accepts the Supply Contract and agrees to implement the same subject to and in accordance with the terms and conditions set forth herein.</p> <p>“Appointed Date” means the date on which all the Conditions Precedent are achieved and every Condition Precedent is either satisfied or waived, as the case may be, in accordance with the provisions of this Agreement, and such date shall be the date of</p>	<p>The Appointed Date is defined as the date of satisfaction or waiver of Conditions Precedent and as the “date of commencement of the Contract Period”. However, Clauses 3.1.1 link the Contract Period to SSD/full commencement.</p> <p>Kindly amend the definition of Appointed Date by deleting the reference to commencement of the Contract Period and confirm that the 25-year Contract Period begins from the applicable SSD or date expressly specified under Clause 4.7.</p>	As per bid documents.

			commencement of the Contract Period;		
12.	RFP	Clause 7.3	In the event that any Selected Bidder as per Clause 7.1 withdraws or is not selected for any reason in the first instance (the “first round of bidding”), the Procurer may allocate the whole of capacity to subsequent Bidders at the Tariff quoted by L1 in the e-Reverse Auction Process.	Kindly clarify that a subsequent Bidder will have the option, but not the obligation, to match the L1 tariff, without forfeiture of its Bid Security if it declines.	As per bid document.

13.	PPA	Clause 9.2.1	<p>It is to clarify that the Supplier shall commence power supply from the SSD as per Clause 4.6. In case Solar Power is not available due to any transmission constraints by such SSD, Supplier shall still ensure supply of power under this PPA from the above SSD.</p>	<p>Kindly clarify the rationale for requiring the Supplier to arrange and continue power supply from alternate sources where Solar Power is unavailable due to transmission constraints, particularly where such constraints are beyond the reasonable control of the Supplier.</p> <p>The Supplier cannot reasonably be held responsible for commencement of supply where the relevant ISTS network, CTU substation, bays or associated transmission infrastructure has not been developed or made operational by the responsible transmission entity. Since the transmission constraint is beyond the Supplier's control, the Supplier should not be mandatorily required to procure replacement power from alternate sources.</p> <p>The clause may also conflict with the deemed-supply provisions, under which shortfall arising from transmission-system unavailability or offtake constraints not attributable to the Supplier is treated as supply.</p>	As per bid document.
14.	RFP	Clause 6	<p>Provision relating to Financial Closure, marked as "Deleted,"</p>	<p>Kindly clarify the basis for deletion of the Financial Closure clause from the Draft PPA and confirm whether such deletion means that the Selected Bidder is not required to achieve or demonstrate Financial Closure for the project.</p>	As per bid document.

QUERIES OF WAREE FOREVER ENRGIES PVT LTD

S. No.	Documents	Clause No./ Article no.	Existing Clause	Clarifications Sought / Suggested modifications	WBSEDCL reply
1	RFQ & RFP	RFQ Cl. 1.1.7, 1.2.15 & 2.2.2(B); RFP Cl. 1.1.6, 7.1 & 7.3	A single Bidder shall be required to bid for the capacity as per the applicable extant Guidelines with the option of green shoe specified in Clause 1.1.1 and no part capacity other than such bid capacity shall be allowed to participate ... / ... the Procurer will only accept the entire capacity offered by the Selected Bidder ... / ... allocation shall be on the basis of "Bucket filling" ...	RFQ Cl. 1.1.7 requires a bid for the full 1750 MW. Very few developers can offer this along with 3.5 GW of solar, which will limit competition. We request: a) Minimum bid capacity of 100 MW / 250 MW, in multiples of 50 MW, with technical / financial criteria, Bid Security, PBG, solar capacity and land / CTU documents applied pro-rata on the quoted capacity. b) In line with the MoP Guidelines, maximum allotment to one bidder (with Affiliates) capped at 50% of the tendered capacity, i.e. 875 MW of Base and 375 MW of Greenshoe. c) Allotment of quoted capacity at each bidder's own tariff under bucket filling, with the Greenshoe offered pro-rata to allotted capacity. d) Under RFP Cl. 7.3, kindly clarify whether L2 / L3 bidders will be allotted at their own tariff or must match L1.	As per bid documents & orders of Hon'ble WBERC.
2	RFQ & PPA	RFQ Cover Page & Cl. 1.1.5; PPA Art. 4.1.2(c) & 4.2	This document is subject to the approval/order of the Hon'ble WBERC (latest order being OA-579/26-27 dated 22.09.2026). / The Procurer has invited bids in accordance with the Guidelines ... dated 22.07.2020 ...	Kindly confirm that WBERC has approved the procurement quantum and bidding documents, and share the order dated 22.09.2026 in OA-579/26-27. If WBERC does not adopt the tariff within 120 days of PPA signing, or adopts it with changes, the bidder may exit without liability and with return of Bid Security / PBG.	As per bid documents & orders of Hon'ble WBERC.
3	RFQ	RFQ Cl. 2.2.1(b), 2.2.2(A) & 3.2.1	... the Bidder shall have experience in construction, commissioning, owning and operating at least one single power generating station(s) having an installed capacity of at least 1200 MW and operating the same for a continuous five year period ending 31.03.2026 ...	The tender allows supply from any source, but requires experience of a single power station of at least 1200 MW operated for 5 years. This excludes solar, wind and BESS developers, who will actually set up the solar capacity. We request: a) Experience linked to the quoted capacity: cumulative solar / wind / BESS capacity of at least 50% of the quoted capacity, commissioned in the last 7 years and operating for at least 1 year. Any single-project criterion may also be scaled to the quoted capacity. b) Parent / Affiliate experience to be allowed. c) Multiple projects, including at a common pooling station, to be clubbed. d) RTC / FDRE supply experience to be considered. Cl. 2.2.2(A) and 3.2.1 may also be aligned.	As per bid documents.
4	RFQ	RFQ Cl. 2.2.2(B), 3.3 & Appendix-I (Para 9)	The Bidder shall have a (a) minimum Net Worth ... Rs. 50 lakh per MW ...; (b) minimum Turnover ... Rs. 1 crore per MW ...; and (c) minimum EBITDA ... Rs. 50 lakh per MW ... at the close of the preceding financial year.	Kindly clarify whether all three criteria (Net Worth, Turnover and EBITDA) must be met. We request Net Worth plus any one of Turnover / EBITDA / bank line of credit, as in other RTC tenders. Kindly confirm that FY 2025-26 accounts apply, that consolidated and Parent / Affiliate financials can be used, and that the criteria apply only to the base capacity and not the Greenshoe.	As per bid documents.
5	RFQ & RFP	RFQ Cl. 1.2.11; RFP Cl. 1.1.3	... Bid Security ... shall be submitted in Physical form prior to 7 days of Bid Due Date ... The Bid shall be summarily rejected if ... Bid Security has not been submitted in physical form 7 days prior to Bid Due Date.	Physical Bid Security 7 days before the due date (20.10.2026) is not usual practice. We request that it be accepted up to the bid due date, and that e-BG through SFMS be accepted without a physical copy. Kindly confirm that Bid Security applies only to the base capacity bid and not the Greenshoe, and share the list of acceptable banks / insurers and the BG format.	As per bid documents. e-BG allowed. Full quantum to be taken for EMD.
6	RFQ	RFQ Cl. 1.3 (Schedule of Bidding Process) & 2.13.1	Response to Queries: 09.10.2026; Bid Submission close: 27.10.2026; Techno-Commercial bid opening: 02.11.2026; e-Reverse Auction: 06.11.2026 ...	We request extension of the bid due date to 4 weeks from issue of replies / amendments or 24.11.2026, whichever is later, with other dates shifted accordingly.	No change.
7	RFQ, RFP & PPA	RFQ Cl. 1.2.15; RFP Cl. 1.1.4; PPA Art. 11.2.1, 11.2.2 & Art. 26 (definition of 'Applicable Tariff')	Bids are invited ... on the basis of weighted average levelized Tariff ... / the tariff shall be as per the applicable extant Guidelines and Supplier's offer (the 'Applicable Tariff') for the relevant year ... In case of extension in SSD ..., the Applicable Tariff as on the extended SSD shall be applicable ...	Kindly clarify the tariff structure: a) single flat tariff for 25 years, or year-wise tariff levelised for evaluation; b) for year-wise tariff, the discount rate, any escalation cap and the financial bid format; c) meaning of 'Applicable Tariff for the relevant year' and 'Applicable Tariff as on the extended SSD'; and d) tariff for the Greenshoe. The definition of 'Applicable Tariff' refers to omitted Clause 11.4 and may be corrected.	Addendum-5 made. Please see WBERC order.
8	RFQ & PPA	RFQ Cl. 1.1.1; PPA Art. 5.1.2 & Art. 26 (definition of 'Peak Hours')	Supply of minimum 90% CUF during Peak hours (Discharging 4 Hours Daily - single stretch of 4 hours or 4 hours in total in multiple stretches, as decided by WBSEDCL) / 'Peak Hours' shall mean four hours out of 24 hours as declared by Procurer for a calendar month, to be intimated 7 days prior to the start of such calendar month.	Kindly confirm our understanding on Peak Hours: a) Peak Hours declared for a month will be the same on all days of that month. b) Peak Hours will be in a maximum of 2 blocks, each of at least 1 hour. c) Peak Hours will fall only in non-solar hours. d) If not intimated 7 days in advance, the previous month's Peak Hours will continue. e) Peak-hour CUF = energy supplied in Peak Hours / (Supply Capacity x 4 hours x days in the month).	As per bid documents, at the discretion of WBSEDCL.

S. No.	Documents	Clause No./ Article no.	Existing Clause	Clarifications Sought / Suggested modifications	WBSEDCL reply
9	PPA	PPA Art. 11.6.4 & 11.9.5	The applicable Liquidated Damages shall be higher of the following four, computed cumulatively on an annual basis: (i) 100% of Applicable LD Tariff ... 70% CUF on monthly basis; (ii) ... 80% CUF on annual basis; (iii) ... 90% CUF on monthly basis for Peak Hours; (iv) 400% of the Applicable LD Tariff ... 51% ... Traceable Green Power.	Kindly confirm on LD under Art. 11.6.4: a) Only the highest of the four LDs will be levied at year end, not their sum. b) Any monthly / peak-hour LD deducted from bills will be adjusted against the final yearly LD. c) The same shortfall will not be penalised twice. d) An annual cap on LD is requested. e) Shortfall due to Force Majeure, grid constraints, curtailment, GNA non-availability or power not scheduled by WBSEDCL will be treated as deemed supply. The reference 'Clause 11.1.1.Invo' may be corrected.	As per bid documents.
10	RFQ & PPA	RFQ Cl. 1.1.4; PPA Art. 5.1.2, 11.6.4(iv) & Schedule G	... a minimum 51% shall be Traceable Green Power for each Accounting Year ... / Annual TGP% = $\Sigma(\text{Hourly Traceable Green Power Supply}) / \Sigma(\text{Hourly RTC Supply}) \times 100 / \dots$ 400% of the Applicable LD Tariff ... shortfall in meeting minimum 51% ... Traceable Green Power.	LD of 400% of tariff for shortfall in 51% Traceable Green Power is excessive, as other shortfalls carry 70% and the gap is covered by RECs. We request it be reduced to 100% of tariff. Kindly also clarify: a) whether green power will be matched hourly; b) whether power from G-DAM / G-TAM / G-RTM, bilateral RE contracts and third-party RE projects will count; c) whether storage (BESS / PSP) charged from RE, including market RE, will count; and d) the documents required to prove traceability and who will certify the annual green %.	No change.
11	RFQ, RFP & PPA	RFQ Cl. 1.1.1 & 1.1.4; RFP Cl. 1.1.4; PPA Art. 10.1 & 11.2.4	... ensuring 100% green supply by providing RECs corresponding to supply of power from non-RE generation/supply sources ... RECs ... shall be provided by the Supplier within 60 days of end of Contract Year.	Kindly clarify: a) acceptable RECs (technology, vintage, same-year requirement); b) process for transferring RECs to WBSEDCL; and c) consequence of delay or shortfall in RECs. Any change in REC regulations after the bid date may be treated as Change in Law.	As per bid document
12	RFQ, RFP & PPA	RFQ Cl. 1.1.6 & 1.2.15; PPA Art. 10.1, 10.2, 11.2.4 & 14.1.1	For any non-RE component of power supply, 70% of Applicable Tariff shall be deemed to be the Fixed Charge component and balance 30% ... Variable Charge ... If the said schedule from non-RE sources is not confirmed by the Procurer as a result of application of MOD principle, then 70% of the Applicable Tariff ... shall be payable ...	Kindly clarify for the non-RE portion: a) variable charge considered for merit order (understood as 30% of tariff); b) how RE and non-RE power will be shown separately in schedules; c) whether market RE and storage power will have Must-Run status; d) whether non-RE power offered but not scheduled will be deemed supply for CUF and LD; and e) that the variable charge will stay at 30% of tariff for the full term, without fuel escalation.	As per bid document
13	RFQ, RFP & PPA	RFQ Cl. 1.1.2; RFP Cl. 1.1.9 & 5.3; PPA Art. 2.1(b), 5.8 & 9.2.1	The Selected Bidder shall mandatorily ensure installation of Solar Power Capacity equivalent to twice the contracted Supply Capacity (i.e. 3.5 GW ... and 1.5 GW ... Greenshoe) anywhere in India ... Interconnection Point of such Solar Power capacity shall be LV side of CTU Substation.	Kindly clarify on the Solar Power Capacity: a) whether existing / under-construction projects of the bidder or its Affiliates will qualify; b) whether this capacity can sell to other buyers or in the market, as RFQ Cl. 1.1.2 allows market sale but RFP Cl. 1.1.9 bars committing the land elsewhere; c) the deadline for installation and the proof required; d) that no separate penalty applies if it is partly installed but supply obligations are met from other sources; e) whether intra-state projects or those connected through third-party ISTS pooling stations qualify; and f) whether wind / hybrid capacity can replace part of the solar capacity.	As per bid document
14	RFP & PPA	RFP Cl. 1.1.9 & 5.3; PPA Art. 4.1.3(g), 4.3 (proviso), 5.1.3 & 9.2	... binding land documents and relevant CTU connectivity documents for 50% of the LOA capacity within 3 months of LOA issuance and for balance 50% ... within 6 months ... / (RFP 5.3) ... the Supplier shall demonstrate the land and CTU connectivity availability as per clause 1.1.9 above within 15 days of issuance of LOA.	RFP Cl. 5.3 requires land and CTU documents within 15 days of LoA, while RFP Cl. 1.1.9 and the PPA allow 50% in 3 months and 50% in 6 months. Kindly confirm the 3 / 6 month timeline. Kindly confirm that '50% of LoA capacity' means 50% of the Solar Power Capacity, and that lease deeds, agreements to lease, allotment letters, in-principle / final CTU connectivity and land in the name of Affiliate / SPV are acceptable. Instead of full PBG encashment for any delay, we request a 90-day cure period and a penalty proportionate to the shortfall.	Timelines as per clause no.1.1.9 will apply instead of clause 5.3. Other terms as per bid documents.

S. No.	Documents	Clause No./ Article no.	Existing Clause	Clarifications Sought / Suggested modifications	WBSEDCL reply
15	RFQ, RFP & PPA	RFQ Cl. 1.1.2; RFP Cl. 1.1.4; PPA Art. 5.3, 5.4 & Art. 26 (definition of 'Delivery Point')	(RFQ) All transmission charges and losses (including GNA/ISTS charges and ISTS losses, etc.) shall be borne by WBSEDCL with respect to Supply Capacity. / (PPA 5.3) All applicable charges (including ISTS and/or GNA charges, SLDC, RLDC charges ...) upto Delivery Point(s) shall be borne by the Supplier ...	RFQ Cl. 1.1.2 puts all ISTS / GNA charges and losses on WBSEDCL, but PPA Art. 5.3 puts them on the Supplier up to the Delivery Point. As the Delivery Point is the LV side of the ISTS substation, kindly confirm that the Supplier bears only its own line and connectivity cost. Kindly confirm that WBSEDCL will bear these charges even if the ISTS waiver is reduced or withdrawn. For power from third parties, exchanges or intra-state sources, kindly clarify the Delivery Point and who bears STU / exchange charges and losses.	Clause 5.3 & 5.4 of the PPA shall prevail. <i>5.3 Obligations relating to transmission charges</i> <i>All applicable charges (including ISTS and/or GNA charges, SLDC, RLDC charges, other applicable charges) upto Delivery Point(s) shall be borne by the Supplier. For avoidance of doubt, all transmission charges applicable including ISTS and/or GNA charges beyond the Delivery Point(s) shall be borne by Procurer.</i> <i>5.4 Obligations relating to transmission losses.</i> <i>The Supplier shall bear transmission losses up to the Delivery Point. For avoidance of doubt the parties agree that the Supply Capacity shall be delivered at the Delivery Point. All transmission losses applicable, including ISTS losses beyond the Delivery Point shall be borne by Procurer</i> Clause No. 1.1.2 of the RFQ may be read as:- All transmission charges and losses (including GNA/ ISTS charges and ISTS losses, etc.) shall be borne by WBSEDCL with respect to Supply Capacity beyond delivery point.
16	PPA	PPA Art. 6.1.3, 11.4.3 & 9.2.1	The Procurer shall procure GNA for whole of Supply Capacity as required and timeline for the same shall be intimated to the Supplier ... not later than 6 (Six) months prior to SSD of each Phase / ... shortfall ... on account of non-availability in inter/intra state transmission system and/or offtake constraints, including non-availability or partial availability of GNA ... shall be deemed to have been supplied ...	Kindly indicate WBSEDCL's timeline for applying for GNA and share the GNA details. Kindly confirm that deemed supply under Art. 11.4.3 will be paid at full tariff and will cover RLDC / SLDC curtailment and delay in ISTS substation readiness, and that any GNA delay by WBSEDCL will extend the SSD day-for-day without LD.	As per bid documents
17	PPA & RFQ	PPA Art. 3.1.1, 4.7 & 4.8; RFQ Cl. 1.1.1	(3.1.1) ... for a period of 25 years commencing from the SSD of Phase-2 ... / (4.7) ... the PPA will remain in force for a period of 25 (twenty-five) years from the SSD or the date of commencement of supply of full Supply Capacity, whichever is later ('Contract Period').	The Contract Period differs between Art. 3.1.1 and Art. 4.7. Kindly clarify: a) whether Base and Greenshoe capacities each get 25 years from their own SSD; b) the start date of the 25 years if the Greenshoe is not exercised; and c) whether separate PPAs will be signed for Phase-1 and Phase-2.	As per bid documents
18	RFQ & PPA	RFQ Cl. 1.1.1; PPA Art. 4.6.1(ii) & 9.1.1	... 750 MW Greenshoe Supply Capacity shall be offered to the Selected Bidder at least 30 days prior to 30.09.2027 with Supply Start Date of 01.04.2029 ... at the same terms and conditions and the Applicable Tariff as that of 1750 MW ... The PPA for 750 MW ... shall be executed within 30 days of such exercise ...	Kindly confirm that: a) accepting the Greenshoe is at the Selected Bidder's option, without penalty if declined; b) if offered after 30.09.2027, the Phase-2 SSD will shift to 18 months from the offer date; and c) the PBG (Rs. 20 lakh/MW), additional solar capacity and land / CTU timelines applicable to the Greenshoe.	Greenshoe option of upto 750 MW is at the discretion of WBSEDCL. Once exercised, it is mandatory for the bidder.
19	PPA	PPA Art. 9.1.1 & 9.2.1	... Performance Security ... valid for a period ending 6 (six) months after SSD ... the Performance Security shall be encashed on per-day-basis and proportionate to the Supply Capacity that has not commenced supply ... proportionate Performance Security shall be released ... within 15 days of commencement of power supply of the respective phase.	Kindly confirm that: a) PBG will be released proportionately within 15 days of supply start from each part capacity (minimum 50 MW); b) PBG validity is needed only up to 6 months after SSD / extended SSD; and c) supply from any source from SSD counts as start of supply, even if the solar capacity is not yet commissioned.	As per bid documents.
20	PPA	PPA Art. 13.2.1, 13.4 & 13.5	... weekly revolving and irrevocable letter of credit for an amount equivalent to the Minimum Monthly Payment ... 'Minimum Monthly Payment' shall mean an amount equal to 30% of the 3 months Tariff payable ... computed based on Minimum Supply Obligation ...	An LC of 30% of 3 months' billing (about 0.9 month) is below the usual 110% of monthly billing and weak for a 25-year contract. We request an LC of 110% of average monthly billing, with a State Government guarantee or escrow. Kindly confirm that the LC will be opened at least 30 days before start of supply (including early / part supply), shared with the Supplier, and available for supplementary bills for deemed supply and Change in Law.	As per bid documents.
21	PPA	PPA Art. 11.9.3, 11.10.1 & 11.11	The Procurer shall, within 30 (Thirty) days of receipt of a Monthly Invoice ... make payment ... / ... the Procurer shall be entitled to raise a dispute regarding any Disputed Amounts, whether due or already paid ..., at any time.	Kindly confirm that Late Payment Surcharge will apply as per the LPS Rules, 2022 on any amount unpaid by the due date. Art. 11.10.1 allows WBSEDCL to dispute paid amounts at any time. We request a limit of 30 days from invoice for current bills and 12 months for paid bills.	As per bid documents.
22	PPA	PPA Art. 19.3.1 & 19.1.1(h)	... upon Termination on account of a Supplier Default, the Supplier shall pay to the Procurer, by way of Termination Payment, an amount equal to the 100% of Tariff that would have been due and payable for Minimum Supply Obligation for a period of 24 (twenty four) months ...	Termination Payment of 24 months' tariff on Supplier default is excessive. We request it be limited to 6 months' tariff. On WBSEDCL default, the Termination Payment should also cover outstanding debt. Art. 19.1.1(h) refers to non-existent Clause 14.1.3 and may be corrected.	As per bid documents.
23	PPA	PPA Art. 17.8.1 & 17.8.2	On termination of the PPA pursuant to Clause 17.8.2(a): the Supplier shall be eligible for undisputed payments under outstanding Monthly Invoice(s), before the occurrence of Force Majeure Event.	On termination due to Non-Natural (political) Force Majeure, the Supplier receives only unpaid bills. We request compensation for outstanding debt plus a reasonable equity return, as per normal practice. Kindly confirm that the SSD and other milestones will be extended day-for-day for the Force Majeure period.	As per bid documents.

S. No.	Documents	Clause No./ Article no.	Existing Clause	Clarifications Sought / Suggested modifications	WBSEDCL reply
24	PPA & RFQ	PPA Art. 21.1 & 5.6; RFQ Appendix-I (Para 10)	... aggregate financial effect of which exceeds 0.1% of 100% of Tariff payable in any Accounting Year ... / ... binding provisions as contained in the O.M. dated 09.12.2024 issued by MNRE ... ALMM for Solar PV cells ...	Kindly confirm that the following, if introduced or changed after the bid date, will be Change in Law: a) GST, BCD, safeguard / anti-dumping duty on modules, cells, inverters and batteries; b) ALMM requirements; c) REC, GNA, DSM and ISTS charge regulations; and d) method of calculating Traceable Green Power. Kindly confirm that this relief covers the solar capacity and other supply sources, and that ALMM applies only to new solar capacity set up by the Supplier, not to power bought from others.	As per bid documents.
25	PPA	PPA Art. 2.1(b), 5.8.2, 10.5 & 14.2.1	... scheduling and despatch of such power at the discretion of the Supplier, directly or through third party/agent/trader ... / All payments due to or from the Supplier on account of any deviation in terms of the DSM Regulations ... shall be to the account of and borne by the Supplier.	Kindly confirm that the Supplier can combine schedules across sources and Delivery Points for scheduling and DSM settlement through a QCA / trader. Kindly clarify whether the Supplier needs its own inter-state trading licence for power bought from others, or can route it through an Affiliate / trader without changing the PPA counterparty.	As per bid documents.
26	PPA	PPA Art. 4.8	... minimum capacity for acceptance of first and subsequent part(s) shall be 50 MW ... Early commissioning of single component outside PPA - In case of project components being located at multiple locations, and if one of such components (wind or solar PV) is ready ...	Kindly confirm that on part commencement, the supply obligation, green % and LD will apply only to the capacity that has started supply. The paragraph on 'early commissioning of single component outside PPA' suits project-based hybrid tenders, not this supply PPA, and may be deleted or clarified.	As per bid documents
27	RFQ, RFP & PPA	RFQ Cl. 1.1.1; RFP Cl. 5.1.1 - 5.1.6; PPA Art. 4.1.2(c), 4.2, 4.4, 4.6, 4.7, 9.2.1 & Art. 26 (definition of 'Appointed Date')	Phase 1 (1750 MW Base Capacity) PPA: SSD shall be 01 July 2028; Phase 2 (750 MW Greenshoe Supply Capacity) PPA: SSD shall be 01 April 2029. The SSD for phase 1 shall be extended by such number of days by which the Appointed Date has been extended ... / 'Appointed Date' means the date on which all the Conditions Precedent are achieved ... and such date shall be the date of commencement of the Contract Period / Any delay in filing the petition ... or any delay in adoption of tariff ... beyond 60 days of submission of petition ... shall entail a corresponding extension in the SSD for all phases.	The fixed SSD of 01.07.2028 leaves only about 18 months after PPA signing (16.12.2026) to tie up RTC supply and set up the solar capacity. We request alignment with SECI's RTC tenders: a) SSD of 24 months from PPA signing (Effective Date) or 01.07.2028, whichever is later; for the Greenshoe, 24 months from its PPA or 01.04.2029, whichever is later. b) 'Effective Date' to be defined, as the PPA links SSD and Contract Period to the 'Appointed Date' in one clause and to SSD in Art. 4.7. c) Day-for-day SSD extension if WBERC does not adopt the tariff within 60 days of petition or 120 days of PPA signing; WBSEDCL to file the petition within 30 days of PPA signing without waiting for the Supplier's notice. d) Day-for-day SSD extension for delay in LoA / PPA, GNA / ISTS connectivity / CTU substation not attributable to the Supplier, Force Majeure and Change in Law. e) Beyond 6 months after SSD, only capacity reduction and proportionate PBG encashment, with no Termination Payment. f) Return of PBG if the Appointed Date is not achieved within 120 days (Art. 4.4) for reasons not attributable to the Supplier.	No Change.
28	RFP & PPA	RFP Cl. 6 (6.1 & 6.2 Omitted), 1.1.9 & 5.3; PPA Art. 4.1.3, 4.3 & 20.2	6 FINANCIAL CLOSURE 6.1 Omitted 6.2 Omitted. / (RFP 1.1.9) ... Selected Bidder shall be required to submit the binding land documents and relevant CTU connectivity documents for 50% of the LOA capacity within 3 months of LOA issuance and for balance 50% of the LOA capacity within 6 months of LOA issuance ...	The RFP omits Financial Closure (FC) clauses, though the Supplier must set up solar capacity of twice its allotted capacity. Kindly confirm that no FC milestone, documents or penalty apply. If FC is to be monitored, we request alignment with SECI's RTC tenders: FC by 6 months before SSD, shown through a 100% fund tie-up certificate (loan sanction and equity commitment), with land and CTU documents for 100% solar capacity submitted at FC instead of the 3 / 6 month timeline. FC, if required, should apply only to the Supplier's own solar capacity, not to power bought from others. Kindly confirm that the Supplier can assign PPA receivables to lenders (Art. 20.2) and that WBSEDCL will sign a direct agreement giving lenders notice and cure rights before termination.	As per bid documents.
29	RFQ, RFP & PPA	RFQ Bid Information Sheet (H) & (I), Cl. 1.2.11; RFP Cl. 1.1.3 & 2.1.7; PPA Art. 4.3, 9.1.1 & 9.2.1	EARNEST MONEY DEPOSIT (EMD): Amount of Rs. 1,00,000/- (Indian rupees One Lakh only) per MW shall be submitted in the form of Bank Guarantee/POL / PERFORMANCE BANK GUARANTEE: ... for a value @ Rs. [20,00,000]/- (Rupees Twenty Lakh only per MW), prior to signing of PPA ... / (PPA 4.3) ... Damages ... at the rate of 0.5% of the Performance Security for each day's delay ... subject to a maximum amount equal to the Bid Security ...	EMD of Rs. 1 lakh/MW and PBG of Rs. 20 lakh/MW are low for a 25-year RTC supply where the Supplier need not own any source, and may attract non-serious bids at unrealistic tariffs. SECI's RTC tenders specify EMD of Rs. 9.42 lakh/MW (solar), Rs. 12.98 lakh/MW (wind) and Rs. 3.41 lakh/MWh (storage), and PBG of Rs. 23.55 lakh/MW (solar), Rs. 32.45 lakh/MW (wind) and Rs. 8.525 lakh/MWh (storage). We request: a) EMD of at least Rs. 18.8 lakh/MW and PBG of at least Rs. 47 lakh/MW of Supply Capacity, or SECI rates applied to the solar capacity; b) the same PBG rate for the Greenshoe; and c) a corresponding increase in the cap on CP delay damages under Art. 4.3, presently limited to the Bid Security. <i>These may apply on the capacity actually bid</i>	As per bid documents.