

Addendum-3

Pre-bid Queries Reply

30.01.2026

Sr. No.	Main	Type of Queries	Query/Suggestion	Clause	Clarification/Details
1	1. Use of Solar from Executed PPA/ own RE, Rights of Executed PPA and supplying 100% RE	Allocation of Solar Power in case of 2 Winners	Clarify allocation logic: If the RTC award is 1250 MW x 2 suppliers, confirm each gets 2,500 MW of Adani Solar "availability" pro-rata; specify how curtailment/under-availability at Adani is apportioned	RFQ 1.1.1	In case of 2 successful bidders (1250 MW each), as per clause 1.1.2 of RfQ each supplier will get 2,500 MW of Solar power from Executed PPA.
2			The timelines under the Executed PPA differ from those specified in this tender. In case there are two successful bidders, please clarify how preference will be determined for solar power supply.	RFQ 1.1.1	
3		Scheduling/dispatch rights & Generation profile of Executed PPA	Will the MSEDCL provide the supplier with the generation profile of the Executed PPA and also, are there any obligations on the MSEDCL to guarantee such profile.	RfP 5.3.2	In line with tender conditions, MSEDCL has received the relevant consent/no objection from Executed PPA holder and rights will be provided as per Tender Conditions.
4			Given that the Solar PPA has been executed between MSEDCL and Adani Renewable Energy Fifty-Five Limited, while the RTC PPA places responsibility for procurement and scheduling of such solar power on the Selected Bidder, please clarify how the Selected Bidder is expected to undertake scheduling and dispatch without contractual or operational control over the Adani solar plant, and whether MSEDCL shall provide full scheduling rights, plant-level operational data, and necessary authorizations to enable compliance with applicable Grid Code and DSM regulations.	PPA 5.8.1	
5			We request to provide the generation profile of the 5000 MW Adani Solar Plant in order to determine the energy met through this Power Plant towards the supply of 2500 MW to MSEDCL.	Other	
6		Green Power Sources/Whether 100% RE can be given?	Can the supplier provide the whole 100% of the power from RE Sources. Also, can the supplier supply Brown power coupled with REC's for fulfilment of the 51% Traceable Green Power.	RFQ 1.1.1	1. No REC will be allowed for Green Power, Green Power should be from the sources as specified in the Glossary of RfQ. 2. Bidder can provide 100% RE as per tender conditions.
7			The executed PPA includes a thermal tie-up to meet the demand, while this tender specifies that a minimum of 51% of the energy must be traceable green energy. Please clarify how this requirement will be met and verified under the tender	RFQ 1.1.1	
8			Bidder requests that there should be provision of supplying 100% energy using RE Power from Year 5 onwards in the PPA. Kindly consider.	Other	
9		Use of Solar from Executed PPA/ own RE	Clarify that Supplier may choose not to utilize Adani Solar in any period, without penalty, provided it meets RTC/Supply obligations and TGP 51% annually	RfQ 1.1.2	Utilization/use/schedule the Solar Energy of Executed PPA shall be as per Clause 5.3 of RfP of Tender document.
10			Can the bidder schedule green power from its own sources/associate plants without using the Adani contract offered in the tender.	RfQ 1.1.2	
11			Please clarify whether the Selected Bidder is required to mandatorily schedule the entire 5000 MW solar power or only the awarded Supply Capacity.	RfQ 1.1.2	
12			To meet the RTC requirement, can a developer opt to supply solar power from its own solar plant, or is it mandatory to source power only from the executed PPA? If the developer supplies power from its own plant, will it be considered at the standalone solar tariff, or will any additional trading margin be applicable?	RfP 5.3.1	
13			Is it mandatory for the supplier to offtake the power from Executed PPA or can the Supplier develop his own RE project with his own composition of RE Components to meet the supply obligations	PPA 5.8.2	
14			Can the supplier provide the whole 100% of the power from RE Sources. Also, can the supplier supply Brown power coupled with REC's for fulfilment of the 51% Traceable Green Power.	PPA 14.1.1	
15			Bidder requests that in case of unavailability of energy supply from Adani's Solar plant for charging power, MSEDCL to provide alternate energy for charging for the quantum that was not received from Adani's Solar Plant.	Other	

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16	2. Back-to-back & Executed PPA Risks	Back to back Guarantee/liability/consent with Executed PPA holder	Executed PPA' has no generation obligation linked with the RTC supply of this tender. We request MSEDCL to include a back to back guarantee linking The said tender and the 'Executed PPA'	RFQ 1.1.1	Tender conditions will prevail, Specifics mentioned at Clause 6.2.2 of PPA. Further, Bidder bears complete responsibility for meeting RTC supply obligations as per Tender conditions, irrespective of the input solar power availability (5 GW).
17			Clauses 5.3.1 and 5.3.4 are contradictory. Further, Clause 1.2.15 of the RFQ is not aligned with Clause 5.3.4. As per the tender, bidders are permitted to enter into a tripartite agreement with Adani and MSEDCL for the supply of solar power. However, Clause 5.1.6 absolves the solar supplier (Adani) of any liability on account of non-supply of solar power. We request MSEDCL to allow back-to-back liability sharing with the solar generator for its respective scope.	RfP 5.1.6	
18			As per the tender, bidders are permitted to enter into a tripartite agreement with Adani and MSEDCL for the supply of solar power. However, Clause 5.1.6 absolves the solar supplier (Adani) of any liability on account of non-supply of solar power. We request MSEDCL to allow back-to-back liability sharing with the solar generator for its respective scope.	5.3.3	
19			Please confirm Procurer obtains Adani consent upfront (or undertakes to secure consent within a defined timeline), and consent is non-discretionary/not to be unreasonably withheld.	PPA 6.2.5	
20		Delays in Executed PPA/Variation in CUF of Executed PPA	What would be the variation of power supply that could be allowed on the annual CUF.	PPA 5.8.6	In accordance with Clause 1.2.13 of the tender, the bidder bears complete responsibility for meeting RTC supply obligations as per Tender conditions, irrespective of the input solar power availability (5 GW). The tender provisions shall prevail.
21			Exclude delays caused by Adani consent (6.2.5), GNA, tariff adoption, or transmission constraints from PBG encashment and capacity reduction.	PPA 9.2.1	
22			As per Tender Conditions, Solar Power as part of RE Configuration for RTC power is to be taken from Adani Renewable Energy Fifty-Five Limited, under Executed PPA. There may be yearly variations in the lower side from the declared CUF under executed PPA and that can lead to shortfall in fulfilling the minimum availability requirement criteria for RTC project in the tender. It is to be clarified that who will bear the penalty due to shortfall in availability on account of shortfall in Solar power generation? As there is no agreement or criteria in the tender to address the same.	Other	
23			In the event of any delay in achieving the Scheduled Commencement Date of Supply (SCSD) of the solar projects under the Executed PPA with Adani Renewable Energy Fifty-Five Limited, please clarify whether the Scheduled Commencement Date of Supply (SCSD) under the RTC PPA for the Selected Bidder shall be correspondingly extended, or whether the Selected Bidder will be required to meet its RTC supply obligations from the originally stipulated SCSD using alternate sources without any relief or compensation.	Other	

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24	3. Energy Storage (BESS) & Charging	BESS location/charging/land	Allow non-co-located/virtual BESS (at any ISTS/CTU location) with metering & path-tagging to ensure RE-only charging.	RfQ 1.1.4	1. BESS shall be located/installed as specified in Tender documents 2. Land for BESS installation will be under Supplier's scope 3. As per Tender conditions BESS needs to be charged through RE
25			BESS is deployed and required to be co-located with the Solar Plant under the Executed PPA with Adani Renewable Energy Fifty-Five Limited, please clarify (i) if BESS is charged from the Adani solar plant, whether land within the Adani solar project will be allotted to the Selected Bidder and on what commercial basis (free/lease/separate agreement), and (ii) if land at the Adani site is not available, whether BESS installation at an alternate location on the Selected Bidder's land is permissible while charging from the Adani solar plant, subject to applicable regulations.	RfQ 1.1.4	
26			The solar project under the executed PPA is located at Village Khavda RE Park, District Kachchh, State of Gujarat. We request the following clarifications from MSEDCL: • Please confirm whether sufficient land for the BESS is available at the solar project site. • Please confirm whether the land will be provided under MSEDCL's scope or if the developer is required to arrange the land. Additionally, please clarify whether the required 4-hour duration is to be continuous, or if it can be split into 2 hours in the morning and 2 hours in the evening. This clarification is critical, as it will directly impact the BESS sizing. Further, we request MSEDCL to allow the developer flexibility to locate the storage component either with the solar project or with any other renewable energy source (if the developer chooses to do so). This is important because a solar co-located BESS would require additional land at the existing Adani solar plant, for which there is currently no clarity.	RfQ 1.1.4	
27			BESS EPC at an existing Solar plant might pose EPC challenges. We request MSEDCL to provide us with the option to set up the required BESS at nearby CTU substation(s).	RfQ 1.1.4	
28			Will the land for setting up of BESS be provided to the Supplier at free of cost without any encumbrances. Also, do we need to enter into any agreement with the Executed PPA holder.	RfQ 1.1.4	
29			Please clarify whether the Selected Bidder is required to set up its own solar plant for charging of co-located BESS, or such BESS is required to be charged using solar power procured from the Adani solar plant under the Executed PPA. Considering that the Solar PPA has been executed between MSEDCL and Adani Renewable Energy Fifty-Five Limited, and that solar power under the said Executed PPA may be utilized for charging of BESS by the Selected Bidder, please clarify whether the solar tariff and related payment obligations for such solar energy used for BESS charging shall be borne by MSEDCL under the Executed PPA or by the Selected Bidder, and whether any pass-through, adjustment, or back-to-back settlement mechanism is envisaged under the RTC PPA.	Other	
30	4. Relaxation in Minimum bid capacity and Technical/Financial Capacity	Relaxation in Minimum bid capacity	We kindly request relaxation in the minimum bid capacity. Lower min bid capacity will encourage more participation and will help the DISCOM secure RTC power at more competitive tariffs.	RfQ 1.1.7	Tender conditions shall prevail
31			Minimum Participation is 1250 MW. Pl consider minimum participation of 100 MW as Non-RE Power so that number of participants are more and the price discovered is competitive	RfQ 1.1.7	
32			Request MSEDCL to reduce the minimum single Bid to 500 MW for enhancing the participation of more players.	RfQ 1.1.7	
33			The minimum bidding capacity should be in multiples of 250 MW.	RfQ 2.2.2	

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34		Relaxation in Technical/Financial Capacity	Remove/relax 'EBITDA' (Liquidity) criterion; retain only Net Worth and Turnover, or reduce EBITDA requirement to ≤ ₹10 lakh/MW.	RfQ 2.2.2	Tender conditions shall prevail
35			We request for relaxation in the technical criteria for eligibility to allow more participation ensuring competitive tariff bids. Awarded project capacity to be considered, which is under construction.	RfQ 2.2.2	
36	5. Extension for Commissioning Timeline/SSD	Extension for Commissioning Timeline/SSD	Even with the provision of 5000 MW of Solar power supply by MSEDCL, supply of 2500 MW RTC requires substantial EPC. We would like to humbly request MSEDCL to provide a timeline of 36 months to achieve the complete commissioning.	RFQ 1.1.1	Tender conditions shall prevail.
37			We request for relaxation in gap between the Supply Start dates	RfP 5.1.1 PPA 4.6	
38			As per guidelines issued by MoP of "Guidelines for Tariff Based Competitive Bidding Process for Procurement of Round-The Clock Power from Grid Connected Renewable Energy Power Projects" Since the commissioning timeline in the tender is of 2027, and for RTC Configuration, significant Wind is required to meet the availability criteria and you are already aware that no fresh wind connectivity is available till 2028. Therefore, meeting the specified commissioning timeline in the tender is bit a concern.	RfP 5.1.1 PPA 4.6	
39			The timelines under the executed PPA differ from the SCOD timelines specified in this tender. If the developer chooses to enter into a tripartite PPA agreement for the solar component, this may lead to delay-related LDs due to differences in the SCOD timelines for the solar capacity. We request MSEDCL to align the two timelines to remove this ambiguity.	RfP 5.1.1 PPA 4.6	
40			The SCD of the current RFP is not matching with the SCD of Executed PPA. Hence, request MSEDCL to map the SCD of current PPA with those of the Executed PPA. Also, in case of any extension or delay in Executed PPA SCD, will the supplier be granted equivalent extension in the SCD.	RfP 5.1.1 PPA 4.6	
41	6. Performance & Penalties (Peak Hours & LD)	Peak Hours specification	Are the 4 hours required to be continuous, or can they be split into 2 hours in the morning and 2 hours in the evening? This will impact the BESS sizing	RFQ 1.1.1	Peak Hours will be declared by the Procurer, on week ahead basis.
42			Define Peak Hours' time window & change protocol (e.g., daily block, seasonal definition, notice ≥30 days; limit changes ≤4 times/year).	PPA 5.1.2	
43			Request to publish the initial Peak Hours and provide an annual calendar; any mid-year change only with 30-day notice and cap on frequency.	PPA Definitions	
44		Relaxation in LD	Cap annual LD at 10% of annual receivables; (ii) allow make-up energy within same FY/next quarter; (iii) Remove 400% LD or cap at 100% with cure rights.	PPA 11.6.4	Tender conditions shall prevail.
45			150% of the Applicable LD Tariff, to the extent of shortfall in meeting minimum 51% of power supply on annual basis from Traceable Green Power. Requested to amend this clause.	PPA 11.6.4	

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46	7. Solar Tariff, CIL (GST) Treatment, Applicable Tariff Structure & Billing	Applicable tariff/Request for 2 part Tariff	What will the Variable component of the Tariff depend on? How shall it be calculated?	PPA 10.1	1. Variable component-Specified in clause 1.2.16 of RfQ 2. Tender conditions shall prevail.
47			It is requested to change the Tariff structure from Single Part to Two Part Tariff for viable revenue mechanism for thermal power plants.	PPA 11.1	
48		CIL (GST) treatment of Solar Tariff	Further, kindly clarify that whether interested Bidder is required to consider Rs. 2.70 / kWh or any other tariff changes on account of CIL event i.e. GST rate reduction pursuant to Notification No. 9/2025-Central Tax (Rate) issued by the Ministry of Finance, Government of India, dated 17.09.2025. Clarity is required as MSEDCL may retain the benefit on account of above CIL event & accordingly Bidder is required to take consideration of such revised solar tariff for offering RTC tariff in this tender.	RfQ 1.2.16	As per Tender Conditions
49			Change in Law Clause should be applicable on back-to-back basis under MSEDCL PPA so that generators are not incurring any kind of commercial losses on account of Change in Law claim	RfQ 1.2.17	
50			Will the MSEDCL pass on any Change in Law benefits to the Supplier under this RFP.	Executed PPA 5.2	
51		Solar Tariff and Billing & payment mechanism	MSEDCL may kindly clarify the PPA rate (Rs./kWh) to be considered under Executed PPA w.r.t. 5000 MW Solar PPA, for the calculation of RTC Tariff to be proposed by bidder under this tender.	RfQ 1.2.16	1. Tariff for Solar power is Rs. 2.70/kWh as specified in clause 5.2 of Executed PPA. 2. Payment mechanism is specified in para 5 of 1.2.16 of RfQ.
52			Please confirm if this 'Solar Tariff' will be the tariff under the Executed PPA i.e. INR 2.7/kWh	RfQ 1.2.16	
53			Pl Clarify on the aspect of billing & payment mechanism under triparty arrangement.	RfQ 1.2.16	
54	8. Delivery Point/RLDC-SLDC Charges	Delivery Point	Permit change of Delivery Point(s) (within ISTS) up to 6 months before SSD (or later with mutual consent) without tariff impact.	Glossary-Interconnection Point/ Delivery Point	1. Delivery Points-Specified in Tender Document 2. Tender conditions shall prevail.
55			It is not clear from this definition of Delivery Point whether the Delivery Point for both solar power & Thermal Power is different?	Glossary-Interconnection Point/ Delivery Point	
56		RLDC/SLDC Charges	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.	PPA 5.4	As Specified in clause 5.3 & 5.5 of PPA
57	9. Bidding Timelines & Opening	Extension of Bid submission Date	We request the extension of bid due date by min. 04 weeks from the date of receipt of responses to these queries	Other	Bid dates shall be as per Tender document, any changes will be notified on MSEDCL website and mentioned portal
58			Kindly accept Process of developing suitable RE mix and it will take some time to arrive at optimal mix which will take us atleast one month post which we will be able to participate in bid effectively, hence request to extend the bid submission date 1 month from existing 30.01.2026	Other	
59	10. Payment Security	Increase/Modify LC	Increase LC to 100% of one month's average invoice or 50% of 3-month at MSO; clarify LC bank rating (PSU/scheduled commercial, AA- and above).	PPA 13.2	Tender conditions shall prevail.
60			The Procurer shall, at least 30 days prior the SSD for respective Phase, in respect of payment of its Monthly Invoices and/or supplementary invoices corresponding to their respective period of supply, provide to the Supplier, an unconditional, weekly revolving and irrevocable letter of credit for an amount equivalent to 110% of the Maximum Monthly Payment. Request to amend this clause	PPA 13.2	

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61	11. General PoA/Participation of Trader	General PoA for Public listed company	In case bidder wishes to participate through the holding company which is publicly listed, getting a board approved specific power of attorney is a challenge as board meeting of listed companies are held only quarterly. In this case, we would like to request MSEDCL to consider a General PoA along with a General Board Resolution which empowers the bid signatory to participate in project related to Renewable Energy. If awarded, we shall present the specific Power of Attorney along with the specific Board Resolution. Previously, MSEDCL has allowed for this deviation when RIL participated in the MSEDCL standalone BESS 250 MW tender in Oct'2024.	RfP Appendix-III	General PoA can be allowed for Public listed company on condition that Board Approved PoA will be submitted within 7 days of bidding result.
62		Participation of Trader on behalf of Group Companies to be allowed	With reference to the above referred tender published by MSEDCL NVVN is intended to participate as trader on behalf of NTPC/ Group companies and in this regard it is requested to include enabling provision in RFQ document for participation by trader on behalf of this group companies so that pre-bid queries may be submitted by NVVN at convenient date by 2-3 days	Other	Tender conditions shall prevail.
63	12.Conflict of Interest	Conflict of Interest	We request to not allow the participation of any affiliate or Group Company of M/s Adani Renewable Energy Fifty-Five Ltd., as it will create conflict of interest towards bidding in this tender and would provide an unfair advantage to their Affiliate and Group Companies.	Other	No preferential treatment is provided to Adani Renewable Energy Fifty Five Ltd., or its Affiliate or Group Companies, under the bid documents. Therefore, there is no conflict of interest or unfair advantage to such companies, in case they participate in the bid process. Further, the ability to source power under the Executed PPA is available to all bidders and there is no bid related information which is solely available to Adani Renewable Energy Fifty Five Ltd., or its Affiliate or Group Companies that would give rise to a conflict of interest.
64	13. Others	Details of Bid opening time	Request you to kindly clarify the technical bid opening time.	RfQ 1.3 RfQ 2.16.1 RfP 3.1.1	Techno-commercial Bid Opening date will be update on mentioned MSEDCL website/Tender portal
65		Traceable Green Energy	Confirm deemed supply also counts toward monthly/annual CUF and 51% TGP calculations	PPA 11.4.3	Deemed supply for TGP is specified in Schedule G of draft PPA
66		CUF Non compliance on Supplier's Part	Clarify when CUF non compliance becomes an Event of Default (e.g., 3 consecutive months below threshold or 2 of any 4 quarters), with prior cure periods.	PPA 19.1	Tender conditions at clause 11.6.4 of PPA shall prevail
67		Disputed Amount	If the Procurer disputes the amount payable under a Monthly Bill or a Supplementary Bill, as the case may be, Procurer shall pay 85% of disputed amount of the invoice with 100% of undisputed amount of the invoice amount and it shall within thirty (30) days of receiving such Bill. Kindly add the said clause	PPA 11.1	Tender conditions shall prevail.
68		EMD	Existing EMD amount seems too low for the capacity invited by MSEDCL and same may result in participation by non-serious players also. Therefore, in order to secure the participation by only experienced/ serious developers in this tender, we request you to kindly increase the Bid Security amount from Rs. 1 Lakh to atleast Rs. 5 Lakh per MW, this shall also align towards the SBG criteria.	RfQ 1.2.11	Tender conditions shall prevail.
69		Financial Closure Timeline	Specify Financial Closure timeline (e.g., within 180 days of signing) and conditions for extension aligned to CP fulfilment/adoption of tariff.	Other	Details will be provided shortly
70		Mismatch in SPD name in RfQ-RfP and draft PPA	Request you to kindly clarify the SPD name due to mismatch in RfQ & draft PPA, as SPD name i.e., M/s Adani Renewable Energy Fifty-Five Ltd mentioned in the Executed PPA dated 29-Oct-2024.	PPA 6.2.5	Correction-In PPA, M/s Adani Renewable Energy Holding Fifty-Five Ltd will be read as M/s Adani Renewable Energy Fifty-Five Ltd
71		Sharing gain on dispatch of un requisitioned supply capacity	Explain/modify 50:50 sharing logic when MOD denial already pays 75% fixed: request to retain full merchant upside with Supplier after set-off, or revise share to 80:20 in Supplier's favour.	PPA 10.2	Tender conditions shall prevail.