

Pre-bid queries from bidders

Tender Notice No.	1. NREDCAP/WtE/VJA Cluster/2026-27 Date: 01/04/2026 2. NREDCAP/WtE/ TPT Cluster/2026-27 Date: 01/04/2026
Name of Work	1. Development of Waste to Energy Facility at Vijayawada Cluster, Andhra Pradesh on Public Private Partnership Basis 2. Development of Waste to Energy Facility at Tirupati Cluster, Andhra Pradesh on Public Private Partnership Basis

General Queries

S No.	Clause as per NIT	Clarification sought	Response to clarification
1	RFP Clause # 3.2.2,3.2.3 Page # 21 Clause 3.2.2 stipulates that the Selected Bidder shall hold at least 51% of the total Equity Contribution and voting rights until 2 (two) years after COD, and 26% thereafter during the remaining Concession Period. Clause 3.2.3 provides similar cumulative equity holding requirements in case of a Consortium. PPA – Definitions (Lead Member of the Bidding Consortium)	It is observed that there is a discrepancy between the RFP and the PPA with respect to the minimum period for which the Lead Member / Selected Bidder is required to maintain 51% equity shareholding, i.e., 2 (two) years after COD as per RFP and 5 (five) years after COD as per the definition provided in the PPA. Kindly clarify which provision shall prevail for determining the applicable lock-in period for the Lead Member's minimum equity shareholding.	The conditions as mentioned in the RFP shall prevail.

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	The definition of “Lead Member” specifies that the Lead Member shall hold not less than 51% shareholding and cannot be changed till 5 (five) years after COD. PPA – Article 6 Clause 6.1 (xiii) The WtE Developer shall abide by the minimum equity requirements		
2	DCA – Article 22 (Grant) Clause 22.3(c)(i): Grant Disbursal The Grant is to be disbursed in four equal instalments of 25% each, linked to the issuance of Milestone Completion Certificates for the 1st, 2nd, and 3rd Project Milestones, and the COD Certificate / deemed COD. Schedule 5 – Project Completion Schedule Schedule 5.1 specifies only two Project Milestones with financial progress benchmarks of 64% for	It is observed that while Article 22.3(c) of the DCA provides for four grant-linked instalments corresponding to three Project Milestones and COD, Schedule 5 of the DCA defines only two Project Milestones, with cumulative financial progress percentages totaling 100%. In absence of a clearly defined third Project Milestone in Schedule 5, kindly clarify: (a) how the 3rd grant instalment (25%) linked to the 3rd Project Milestone shall be determined; and (b) whether Schedule 5 shall be amended / supplemented to define the 3rd Project Milestone and its financial benchmarks, or if any other interpretation is intended.	Please refer corrigendum.

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	Project Milestone I (within 365 days) and 36% for Project Milestone II (within 730 days).		

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Name of Work	1. Development of Waste to Energy Facility at Vijayawada Cluster, Andhra Pradesh on Public Private Partnership Basis 2. Development of Waste to Energy Facility at Tirupati Cluster, Andhra Pradesh on Public Private Partnership Basis

1. Antony Lara Enviro Solutions Private Limited

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1	Page 40 of RFP: Clause 15.1. The Bidder shall furnish as part of its Bid, an earnest money deposit for the Project (Earnest Money Deposit). The Earnest Money Deposit shall be for an amount equivalent to INR 3.24 crore (Rupees three crore and twenty-four lakhs only).	We request that Insurance Bonds be accepted as a valid form of security in place of Bank Guarantees for both EMD and Performance Security. This is in line with recent government guidelines promoting ease of doing business and can significantly ease working capital requirements for bidders. NHAI, GAIL and central Govt tenders are allowing Surety/Insurance Bonds from the insurance companies	Noted and Please refer to Corrigendum.
2	Page 29 of RFP Clause 4.1. Technical Criteria (a) Development/Design and Construction Experience i. In the 7 (seven) years preceding the Bid Due Date, the Bidder shall have developed and/or designed and constructed at least: (A) 1 (one) waste to electricity facility capable of handling and processing at least 800 TPD of solid waste.	We understand that Municipal Solid Waste (MSW) processing infrastructure such as MRF and RDF plants may be considered. Kindly Request to modify as; 800 TPD Waste Processing Facility with Min 600 TPD waste to energy facility	Please refer to the Corrigendum.
3	Page 29 of RFP	We understand that Municipal Solid Waste	Please refer to the Corrigendum.

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	Clause 4.1. Technical Criteria (b) Operation and Maintenance Experience i. In the 7 (seven) years preceding the Bid Due Date, the Bidder shall have successfully operated and maintained either: (A) 1 (one) waste to electricity facility capable of handling and processing at least 800 TPD Of solid waste; or	(MSW) processing infrastructure such as MRF and RDF plants may be considered. Kindly Request to modify as; 800 TPD Waste Processing Facility with Min 600 TPD waste to energy facility	
4	Page 41 of RFP Clause 16. PERFORMANCE SECURITY 16.4. The performance bank guarantee of INR 25 lakh/MW to be furnished to the APDISCOM before signing of the PPA for guaranteeing the commencement of the supply of power up to the Contracted Capacity within the time specified in the PPA as per format provided in Schedule	Since the Concessionaire is already providing Performance Security to the Lead ULB during the construction phase, we request the Authority to consider allowing the same Performance Security to be proportionately extended or utilized for DISCOM-related security requirements, based on mutual agreement with the Lead ULB and DISCOM.	The Selected Bidder / Concessionaire is required to submit Performance Securities as per DCA Article- 9, only.
5	Page 12 GLOSSARY AND DEFINITIONS Prohibited Waste: glass, metals, leather, rubber,	Should not be considered as prohibited waste	Tender conditions to be prevailed.
6	General	If a bidder is a single bidder, and post award of project, can bring in another Company as a minority shareholder (less than 49% of SPV), during the construction period with prior approval of Lead ULB.	Please refer Clause 3.2.4 of the RFP
7	General	Please provide detailed year-wise MSW	Cluster wise waste generation is

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		generation.	provided in the tender documents.
8	Page 64-70 of RFP ANNEX 5A & 5B Experience Certificate of Emission	Emission data is generally not certified by the client. Hence, we request the Authority to allow submission of emission compliance details on the bidder's letterhead.	The emission compliance report submitted for the plant to the Authority / Pollution Control Board / applicable authority shall be submitted.
9	Page 36 of CA Clause 3.3. Concession Period The Authority grants the Concession to the Concessionaire for a term commencing on the Appointed Date and for a period of 22 (twenty two) years including 24 months of construction period from the COD (the Concession Period)	Request to kindly revise the construction period to 30 months from the date of site handover /signing of agreement/PPA, whichever is later,	Tender conditions to be prevailed.
10	Page 50 of CA Clause 5.10. Obligations relating to Change in Ownership 5.10(b) The Concessionaire shall not undertake or permit any Change in Ownership, except with the prior written approval of the Authority.	We request that transfers of equity to sister concerns or subsidiaries within the same group be allowed without prior approval from the Lead ULB, as long as overall control remains within the group. This will provide flexibility for internal restructuring without affecting project ownership.	Tender conditions to be prevailed.
11	Page 40 of CA Clause 4.3. Authority Conditions Precedent (k) ensure that any physical infrastructure required to enable the supply of electricity and water to the Site is made available at the battery limit of the Site (as identified in Schedule provided that the Concessionaire shall remain liable to obtain the connections for electricity	ULB has to ensure Power and water supply connections till the site	Tender conditions to be prevailed.

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	and water supply and pay for the use of such utilities; and		
12	Page 72 of CA Clause 13.2 Payments to the Independent Engineer All fees, costs, charges, and expenses payable to the Independent Engineer shall be agreed in advance of its appointment and shall be equally shared by the Authority and the Concessionaire. Such amounts shall be paid to the Independent Engineer by the Authority.	Since there is no tipping fee structure in the project, the mechanism for recovery of the Independent Engineer's cost from the Concessionaire is unclear. We request that the cost of the Independent Engineer be borne by the Lead ULB or the Authority, rather than recovered from the Concessionaire to avoid 18% GST.	Tender conditions to be prevailed.
13	Page 72 of CA Clause 13.2 Payments to the Independent Engineer All fees, costs, charges, and expenses payable to the Independent Engineer shall be agreed in advance of its appointment and shall be equally shared by the Authority and the Concessionaire. Such amounts shall be paid to the Independent Engineer by the Authority.	Request to kindly specify a reasonable fee cap for the Independent Engineer, to avoid uncertainty and uncontrolled costs to the Concessionaire.	As mentioned in the DCA, Clause 13.2: "All fees, costs, charges, and expenses payable to the Independent Engineer shall be agreed in advance of its appointment and shall be equally shared by the Authority and the Concessionaire. Such amounts shall be paid to the Independent Engineer by the Authority. The Authority shall raise an invoice to the Concessionaire for the payment of its share of the Independent Engineer's fees, and the Concessionaire shall make such payments to the Authority within 30 (thirty) days from the date of receipt of the invoice.
14	Page 105 of CA Clause 18.7. Guaranteed Waste	Since there is no tipping fee considered in the project, we request the Authority to kindly	The Bidder is required to carry out his

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	Liquidated Damages Guaranteed Waste Liquidated Damages = Shortfall Quantity multiplied by (0.30 (zero point three zero) x Average Per Ton Gross Revenue)	elaborate the average gross revenue per ton of waste, along with a sample calculation / example for better understanding of the revenue assumptions.	own assessment.
15	Page 120 of CA Clause (f) Discharge Guarantee The Concessionaire shall ensure that the Project Facility is operated as a zero liquid discharge facility throughout the O&M Period (Discharge Guarantee). For every incident of liquid discharge from the Project Facility, the Concessionaire shall be liable to pay the Discharge Liquidated Damages equivalent to 0.1% (zero point one percent) of the O&M Security for each such day.	We request the Authority to kindly delete the clause pertaining to liquidated damages for any incident of liquid discharge. Maintaining absolute zero liquid discharge at all times may not be practically feasible under all operating conditions, and such stringent penal provisions may adversely impact project viability.	Tender conditions to be prevailed.
16	Page 130 of CA Clause 22.11. Penalties The Above penalties shall be increased by 15% every 3 years from the Execution date.	We request the Authority to kindly delete the provision for escalation of penalties by 15% every 3 years, as it may lead to a significant financial burden over the concession period and impact project viability.	Tender conditions to be prevailed.
17	Page 36 of CA Clause 3.2. Rights Associated with the Grant of Concession (s) appoint Subcontractors, agents, advisors and consultants and enter into Subcontracts to undertake the Project, provided that subcontracts	We request the Authority to kindly remove the restriction of 25% cap on subcontracting, as it may limit flexibility in project execution. Further, the Concessionaire may be allowed to appoint subcontractors based on project requirements without prior approval of the Authority and without any fixed cap, to ensure	Tender conditions to be prevailed.

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	of a value above 25% of the Total Project Cost will be executed only with the prior approval of the Authority.	efficient and timely execution of the Project.	
18	Page 81 of CA Clause 14.5. Subcontracting (b) The Concessionaire may enter into Subcontracts to perform any part of its Scope of Work, in accordance with the approved Subcontractor management plan, provided that notwithstanding the approval of the Subcontractor management plan, subcontracts of a value above 25% (twenty-five per cent) of the Total Project Cost will be executed only with the prior approval of the Authority. To clarify, subcontracts proposed to be executed by the Concessionaire of a value below 25% (twenty-five per cent) of the Total Project Cost with an approved Subcontractor do not need to be separately approved by the Authority.	We request the Authority to kindly remove the restriction of 25% cap on subcontracting, as it may limit flexibility in project execution. Further, the Concessionaire may be allowed to appoint subcontractors based on project requirements without prior approval of the Authority and without any fixed cap, to ensure efficient and timely execution of the Project.	Tender conditions to be prevailed.
19	Page 119 of CA (c) Residual Inert Matter and Waste Guarantee (i) The Concessionaire shall ensure that the Residual Inert Matter that is generated from the WtE Facility or the Residual Waste that is left after Segregation of Mixed MSW, on any day during the O&M Period shall not	The stipulated limit of 25% for Residual Inert Matter appears to be contradictory to the provisions mentioned under Clause 2.2 (Processing Technology) on Page 34. We request the Authority to kindly clarify and consider uniformly applying the 25% limit across all relevant clauses, to avoid ambiguity during implementation.	Please refer corrigendum.

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	exceed in aggregate 25% (twenty-five per cent) of the Daily Acceptable Waste Quantity (Residual Inert Matter and Waste Guarantee).		
20	Clause 18.15. Subcontracting (a) In accordance with the Subcontractor management plan prepared by the Concessionaire and approved by Authority under Clause 14.5(a), the Concessionaire may enter into Subcontracts to perform any of its O&M obligations, provided that a Subcontract of a value above 25% of the Total Project Cost will be executed by the Concessionaire only with the prior approval of Authority.	We request the Authority to kindly remove the restriction of 25% cap on subcontracting, as it may limit flexibility in project execution. Further, the Concessionaire may be allowed to appoint subcontractors based on project requirements without prior approval of the Authority and without any fixed cap, to ensure efficient and timely execution of the Project.	Tender conditions to be prevailed.
21	Environment and Occupational Health and Safety Related Obligations	We request the Authority to kindly clarify 1. whether Environmental Clearance (EC) is required for the WtE facility along with MRF, as WtE is proposed as a standalone project. 2. who shall be responsible for obtaining Environmental Clearance for the SLF land, as the proposed land is under the ownership of the Lead ULB.	Please refer Schedule 2 of the DCA. Bidders are required to be well versed with clearances and approvals required for development and operation of Waste to Energy Plant. Obtaining and maintaining such clearances and approvals is the responsibility of Concessionaire. SLF is not in the scope of Concessionaire.
22	Effective date	We request the Authority to kindly include a clear definition of the "Effective Date" in the Concession Agreement and RFP as the date of completion of all key conditions, i.e., site handover, signing of the Concession	Appointed and Execution date are clearly defined in the DCA. Please refer corrigendum.

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		Agreement, approval of PPA by the Regulatory Commission, and receipt of Environmental Clearance, whichever is later.	
23	Power Evacuation	It is mentioned in Article 3.1 of the PPA (Page 12) that the cost of the power evacuation line shall be borne by the Lead ULB; however, the same is not reflected in the Concession Agreement. We request the Authority to kindly incorporate this provision in the Concession Agreement for consistency and clarity.	Please refer DCA Clause 5.1 (j),
24	General	Kindly confirm that the site is free from disputes.	It is to be noted that, the site is free from all Encumbrances.
25	General	Please consider adding provisions for incentive if PLF exceeds target, or if MSW processing exceeds baseline. Encourages efficiency.	Tender conditions to be prevailed.
26	Page 5 of PPA 1 DEFINITIONS “Commercial Operation Date”/ “Date of Commercial Operation” (“COD”) shall mean, the date on which the Project is declared by the WtE Developer to be operational (which means Project is able to inject contracted capacity to Grid), provided that the WtE Developer shall not declare a Generating unit to be operational until such Generating unit has met the conditions of the Clause 3.9 of this PPA and Clause 15.1 of the Concession Agreement.	Injecting full contracted capacity on the same day is not feasible due to turbine safety requirements. We request that COD be based on successful grid synchronization and plant readiness. A provisional COD should be allowed, certified by the Independent Engineer, with full loading to be achieved gradually. Injected contract capacity to be replaced with Grid Synchronization.	Tender conditions to be prevailed.

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27	Page 5 of PPA Delivered Energy Explanation 2: The Delivered Energy in a Billing Month shall be limited to the energy calculated based on the Contracted Capacity in KW multiplied with number of hours and fraction thereof the Project is in operation during that Billing Month. However, no payment shall be made for any excess energy delivered beyond the quantum of energy calculated at 100% PLF on monthly basis of Contracted Capacity.	Please Pay for the excess generation if efficiency gains and infrastructure allows it.	Tender conditions to be prevailed.
28	Page 11 of PPA Clause 2.4 The WtE Developer at any time during validity of this Agreement, shall endeavor to add to enhance the generation capacity of the WtE Project over and above the installed capacity defined in the PPA subject to the mutual agreement of Participating ULBs and DISCOM. The tariff applicable for such enhanced generation capacity shall be determined by the Commission (APERC) upon filing of the petition by either of the parties. The Commission while determining the tariff will take into account any additional investment made towards enhancement of the generation capacity. Notwithstanding anything	The clause restricts installing more than 15 MW before COD, allowing capacity addition only after COD with extra investment. Sometimes extra generation happens due to efficiency gains, not extra investment. We request that payment be allowed for such additional generation, even without new capital investment.	Tender conditions to be prevailed

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	contained hereinabove, it is hereby agreed that any generation over and above 100% of Contracted Capacity on monthly basis shall not be paid if no associated/ additional investment is made.		
29	Page 12 of PPA Clause 3.1–3.2 The DISCOM has to bear the entire cost of the Interconnection Facilities as per the sanctioned estimate.	While DISCOM is to bear the cost of interconnection, please confirm that this includes all components up to the metering point, and whether APTRANSCO will provide dedicated feeders if required. Please provide the list of equipment's to be installed by developer upto the interconnection point Please allow the metering point at project site instead of interconnection point as 33 KV line losses are effecting the project financials	The cost of equipment at inter-connection point shall be borne by Authority. It includes all equipment, structure except meters. Meters are to be arranged by the developer. The laying of transmission line is under the scope of the lead ULB/ DISCOM/ Energy Department/Authority as per the PPA. For keeping the line as dedicated to the project, the meter is kept at Grid SS. As per the Specification stipulated in the PPA.
30	Page 17 of PPA Clause 5.3 Payment for bills raised: WtE developer shall submit bills for the energy delivered during the billing period as per the provision of this PPA and there upon DISCOMs shall	APSEDCL should be required to create a ESCROW account with a minimum balance equivalent to three months of electricity billing. This will ensure timely payments to the Concessionaire and strengthen the project's bankability.	Tender conditions to be prevailed

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	make payment for the eligible bill amount by the due date of payment.		
31	Page 21 of PPA Clause 6.1 (xv)(4)(b) Certificate by the concerned and competent revenue/registration authority for the acquisition/ownership/vesting of the land in the name of the WtE Developer.	Please confirm if possession certificate issued by ULB will suffice until mutation is completed.	Land lease agreement is sufficient for financial closure.
32	Page 37 of PPA Clause 13 CHANGE IN LAW	Please confirm that any future taxes, cess, environmental levies, or duties imposed by Central or State Governments will be treated as a Change in Law. Also, clarify that the financial impact of such changes will be borne by the ULBs or the Tendering Authority.	Please refer corrigendum. The bidders may refer to Article 32 of the DCA-Change in Law.
33	Page 6 of PPA "Effective Date" "Effective Date" shall mean the date of signing of this Power Purchase Agreement (PPA) by DISCOM & the WtE Developer, the Concession Agreement by the Participating ULBs, Confirming Party and the WtE Developer (Concessionaire), after receiving APERC approval for tariff and handover of land to the Concessionaire, whichever is later;	Request to modify as, Site handover /signing of agreement/PPA approved by regulatory Commission /EC, whichever is later,	Tender conditions to be prevailed

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Name of Work	1. Development of Waste to Energy Facility at Vijayawada Cluster, Andhra Pradesh on Public Private Partnership Basis 2. Development of Waste to Energy Facility at Tirupati Cluster, Andhra Pradesh on Public Private Partnership Basis

1. Delhi MSW Solutions Limited –

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1	RFP: Glossary Page no. 8 Associated Infrastructure: means the infrastructure facilities associated with the operation of the Project Facilities or otherwise required to be provided by the Concessionaire, including weighbridges, site office, administrative buildings, security room, boundary wall/security fence, laboratories, ambient air quality monitoring stations, utilities, waste storage facility, waste segregation facility, etc., as described in greater detail in the Scope of Work in the Agreement and the Specifications and Standards.	We suggest that the clause be revised as: "Associated Infrastructure: means the infrastructure facilities associated with the operation of the Project Facilities or otherwise required to be provided by the Concessionaire, including weighbridges, site office, administrative buildings, security room, boundary wall/security fence, laboratories, ambient air quality monitoring stations, utilities, waste storage facility, waste segregation facility, transmission infrastructure for evacuation of electricity until the Interconnection Point, Parking Yards, Workshop Facility etc., as described in greater detail in the Scope of Work in the Agreement and the Technical Specifications."	Tender conditions to be prevailed.
2	Glossary & Page No. 8 COD : means the date on which the COD Certificate is issued (or	Request the authority to modify the clause as; COD means the date on which the COD Certificate is issued (or deemed to be issued) by the Authority	Tender conditions to be prevailed.

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	deemed to be issued) by the Authority to the Concessionaire after successful trial operations and testing of the WtE Facility	within one week from the scheduled to completion of trailing operation of the plant the Concessionaire when all the project facilities achieves the commercial operations.	
3	RFP: 1.2 Project Description (d) Page No. 15 The Concessionaire will be required to achieve the COD of the WtE Facility within 24 (twenty-four) months from the Effective Date and shall operate and maintain WtE Facility for a period of 20 (twenty) years thereafter in accordance with the terms of the Agreement.	Request authority to consider the following amendment of the said clause- "The period for construction of the Project Facilities shall commence on and from the appointed date and date of receipt of consent to establish all statutory approvals/clearances (viz. EC & CTE etc.) and receipt of encumbrance-free land for developing the Project facilities and shall continue until the COD (the Construction Period).	Tender conditions to be prevailed.
4	RFP: 1.2 Project Description (g) Page No. 15 On each day during the O&M Period, the Concessionaire shall be capable of accepting Acceptable Waste up to 110% (one hundred and ten per cent) of the Design Capacity and handing and processing the Acceptable Waste up to the Design Capacity to generate electricity.	Please provide clarity on Acceptable Waste Quantity, Guaranteed Waste Quantity and Design Capacity of the Plant.	Please refer RFP with DCA for the Design Capacity and definition of Acceptable Waste.
5	RFP: 1.2 Project Description (i) Page No. 15	Who shall be the designated offtake of electricity (e.g. DISCOM, respective ULBs or third party).	Please note that, the DISCOM will be the designated Offtaker as per the Power Purchase Agreement.

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	The Concessionaire shall supply electricity to the Offtaker in accordance with the terms of the PPA at the Applicable Tariff.		
6	RFP: Page no. 64 to 70 ANNEX 5A and ANNEX 5B	Request the authority to consider the client certificate issued by the government authority showing the experience of Waste to Electricity - Operations and Maintenance. It will be very difficult for the bidder to obtain the client certificates in prescribed formats mentioned in the Annexure 5A and 5B because the clients have their own formats for issuing the certificates.	Certificate issued by the relevant Government authority / client certifying the same.
7	DCA: 1.1 Definitions Page no. 12 & 26.1 Force Majeure Page No. 137 "Affected Party" means the Party affected by a Force Majeure Event.	Request Authority to amend as "Affected Party" means the Party affected by a Force Majeure Event as well as due to the actions of defaulting party".	Tender conditions to be prevailed.
8	DCA Clause # 2.2 (6) Page no: 34 not more than 20% of the MSW received at the Processing Facility is disposed off in the Scientific Landfill	The bidder requests the authority to confirm on the scope of construction and operation of the Scientific Landfill. Whether the concessionaire has to establish and operate as part of the scope of work.	SLF is not in the Scope of Concessionaire.
9	DCA Clause # 3.3 Page no: 36	We request the Authority that a minimum period of 24 months from the date of Consent to Establish (CTE) to	Bidders are required to be well versed with clearances and approvals required for development and operation of Waste

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	The Authority grants the Concession to the Concessionaire for a term commencing on the Appointed Date and for a period of 22 (twenty- two) years including 24 months of construction period from the COD (the Concession Period)	be provided for obtaining Environmental Clearance for development of the Scientific Landfill.	to Energy Plant. Obtaining and maintaining such clearances and approvals is the responsibility of Concessionaire.
10	Concession Agreement clause 28.5 (e) Pg 149 the Concessionaire shall hand over the Site and the Project Facilities to the Authority on an "as is where is" basis), to the Authority or its nominee in accordance with the Hand-back Requirements set out in Clause 30.3, to the extent applicable; and	The bidder would like to inform the authority that the allocated land should be suitable for setting up the MSW processing facility considering the statutory / environmental / MSW landfill rules - SWM 2016 and in case if it not adhering; the authority shall provide alternative land complying the norms. The authority to ensure that the allocated land is levelled and well compacted achieving 95% Proctor density upto 600 mm from the top of road connecting the proposed facility. Authority to confirm.	Tender conditions to be prevailed.
11	Schedule 5 – Project Completion Schedule Sub clause 5.1 Pg 182 Scheduled COD would be 24 months from the Effective date	The bidder requests the authority to consider 36 months (excluding monsoon and force majeure events) instead of 24 months for the Scheduled COD would be 24 months from the Effective date. Authority to confirm.	Tender conditions to be prevailed.
12	General	Please provide the latest waste Characterization Report.	Bidder are requested to visit the respective Project clusters and carry out their own assessment for submission of their proposal.

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13	General	Authority is requested to handover unencumbered and tree free and levelled land upto HFL to avoid any possible delays in obtaining NOC from forest / Horticulture departments.	Authority will provide encumbrance free land to the Concessionaire.
14	DCA Clause # 2.2 (6) Page no: 47 (n) Ensure that all excavated materials, earthworks, waste materials, Residual Inert Matter and hazardous substances are stored and/or disposed in accordance with this Agreement, the EMP, OHS Plan, Applicable Laws and Applicable Permits;	Kindly clarify whether liability for hazardous or prohibited waste supplied to the Project shall remain with the Authority.	Authority will provide waste as per applicable rule and shall be responsible for the same.
15	DCA Clause # 1.1 Definitions Page no: 14 Change in Law means the occurrence of any of the following events after the Bid Due Date: a) the modification, amendment, variation, alteration or repeal of any existing Applicable Law; b) the enactment of any new Applicable Law or the imposition, adoption or issuance of any new Applicable Law by any Government Authority; c) changes in the interpretation,	Kindly clarify whether material changes in tax laws affecting the Project, including income tax, shall be considered under Change in Law to the extent they impact the Project.	Tender conditions to be prevailed.

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	application or enforcement of any Applicable Law or judgment.....		
16	DCA Clause # 1.2 (k) Page no: 31 (k) The terms of the RFP form an integral part of this Agreement and will be in full force and effect as though they were expressly set out in the body of this Agreement. In the event of any discrepancy between this Agreement and the RFP, the provisions set out in this Agreement shall prevail.	Kindly clarify whether only relevant provisions of the RFP consistent with this Agreement shall apply and that no additional obligations beyond this Agreement shall be imposed.	It is clarified that the terms and conditions of the RFP shall apply only to the extent they are relevant and consistent with this Agreement. In the event of any inconsistency, the provisions of this Agreement shall prevail. No additional obligations beyond those expressly set out in this Agreement shall be imposed on either Party.
17	DCA Clause # 3.1 Page # 35 3.1 Concession On and from the Appointed Date, and subject to, and in accordance with the requirements of this Agreement, Applicable Laws, and Applicable Permits, the Authority grants to the Concessionaire the exclusive right, license, and authority to: (a) Design, finance, develop, construct, complete, and commission the Project Facilities; and (b) Upon completion of construction and commissioning of the Project Facilities, operate and	Kindly clarify whether the Concessionaire's obligations shall be limited to compliance within its control and that responsibilities of Government Authorities shall remain with the respective authorities.	Please refer Schedule 20, the Scope of Work of the WtE Developer.

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	maintain the Project Facilities during the O&M Period, for the Concession Period (the "Concession"), and the Concessionaire hereby accepts the Concession and agrees to implement the Project subject to and in accordance with the terms and conditions set forth herein.		
18	DCA Clause # 7.4 (c) Page # 57 (c) Authority and Authority Related Parties or any of their agents or employees shall not be liable to the Concessionaire in contract, tort (including negligence or breach of statutory duty), statute, or otherwise as a result of: (i) Any inaccuracy, omission, unfitness for any purpose, or inadequacy of any kind whatsoever in the information relating to the Project disclosed by Authority to the Concessionaire; or (ii) Any failure to make available to the Concessionaire any materials, documents, plans, or other information relating to the Project.	Kindly clarify whether the Authority shall remain responsible for correctness of information provided and that this clause shall not limit the Concessionaire's legal remedies.	Tender conditions to be prevailed.
19	DCA Clause 1.1 Definitions Page # 13	Kindly clarify whether Applicable Permits shall be obtained by the respective Party responsible under Applicable Law and that the	Please refer Schedule 2 of the DCA.

S No.	Clause as per NIT	Clarification sought	Response to Query
	Applicable Permits means any permissions, clearances, concessions, authorizations, consents, licenses, permits, rulings, exemptions, no objections, resolutions, filings, orders, notarizations, registrations or approvals of whatsoever nature that are required to be obtained from time to time in connection with the Project, and for generally performing the obligations contemplated by this Agreement in accordance with the Applicable Laws, as set out in Schedule D.	Concessionaire shall not be responsible for permits to be obtained by Government Authorities.	
20	DCA Clause # 1.2(o) Page # 32 (o) The Parties acknowledge that damages for specific defaults prescribed under this Agreement (including the Liquidated Damages) are a genuine pre-estimate of and reasonable compensation for the loss and damage that shall be suffered by the non-defaulting Party due to failure of the defaulting Party to perform its obligations in accordance with this Agreement and are not in the nature of a penalty.	Kindly clarify whether the Concessionaire shall retain the right to contest the reasonableness of liquidated damages in accordance with Applicable Law.	Tender conditions to be prevailed.
21	DCA	Kindly clarify whether obligations prior	Tender conditions to be prevailed.

S No.	Clause as per NIT	Clarification sought	Response to Query
	Clause # 4.1(a) Page # 38 (a) Save and except for this Article 4, Article 3 (Grant of the Concession), Clause 5.1(k) (Appointment of Concessionaire's Representative), Clause 5.10 (Change in Ownership), Clause 6.1(e) (Appointment of Authority's Representative), Article 7 (Representations and Warranties), Article 9 (Performance Security and O&M Security), Article 10 (Project Site), Article 12 (Financing Support, Substitution Agreement and Security), Article 13 (Independent Engineer), Clause 14.1 (Commencement and Duration), Clause 14.2 (Project Execution Plan, DPR and Designs and Drawings), Clause 14.3 (Construction Plan), Clause 14.4 (Environment and Occupational Health and Safety Related Obligations), Clause 14.6(a) (Completion of Pre-Construction Works), Article 26 (Force Majeure), Article 32 (Change in Law), Article 34 (Dispute Resolution) and Article 35 (Miscellaneous) and the related Schedules which come into effect on the Execution Date, the rights and obligations of the Parties	to the Appointed Date shall be limited and proportionate, and corresponding rights shall also be available to the Concessionaire.	

S No.	Clause as per NIT	Clarification sought	Response to Query
	under this Agreement shall come into full force and effect and be binding on the Parties on and from the day on which all of the Conditions Precedent have been satisfied, or waived in writing, in accordance with this Article 4 (Appointed Date) and shall continue until such time as this Agreement expires or is terminated in accordance with its terms.		
22	DCA Clause #5.2(a) Page # 47 (a) It is expressly agreed that the Concessionaire shall, at all times, be liable for all its obligations under this Agreement notwithstanding anything contained in the Project Agreements or any other agreement, and no default under any Project Agreement or any other agreement shall excuse the Concessionaire from its obligations or liability under this Agreement.	Kindly clarify whether failure under Project Agreements due to reasons beyond the control of the Concessionaire shall be treated appropriately under the Agreement.	Please refer to the Article 26- Force Majeure of the DCA .
23	DCA Clause # 9 Page # 53 9.10 The Authority shall have the right to draw on the Performance Security and claim up to the amount guaranteed upon the	Kindly clarify whether invocation of security shall be limited to material breaches and in accordance with defined procedures. Kindly clarify whether prior notice and an opportunity to respond shall be provided before invocation of any	Tender conditions to be prevailed.

S No.	Clause as per NIT	Clarification sought	Response to Query
	Concessionaire's failure to satisfy any Condition Precedent or honour any of its obligations, responsibilities or commitments up to the COD, or any amount due and payable by the Concessionaire to the Authority (including any Delay Liquidated Damages and any amounts the Concessionaire is liable to pay for breach of the indemnities under Article 33), in accordance with this Agreement. 9.11 The Authority shall have the right to draw on the O&M Security and claim up to the amount guaranteed upon the Concessionaire's failure to honour any of its obligations, responsibilities or commitments after the COD till the expiry of the Concession Period, or any amount due and payable by the Concessionaire to the Authority (including any Liquidated Damages, any amounts the Concessionaire is liable to pay for breach of the indemnities under Article 33 and any amounts the Concessionaire is liable to pay under Clause 30.2), in accordance with this Agreement. 9.12 The Authority shall not be	security. Prior written notice shall be issued to the Concessionaire before invocation of the Performance Security/O&M Security, and that such invocation may be undertaken in consultation with the Concessionaire, except in cases of material breach.	

S No.	Clause as per NIT	Clarification sought	Response to Query
	required to give any prior notice to the Concessionaire of its intention to make a demand under the Performance Security or the O&M Security, as the case may be. However, the Authority shall provide the Concessionaire with a copy of any demand notice issued by the Authority under the Performance Security or the O&M Security, simultaneously with the issuance of the demand notice to the Scheduled Bank that has issued the Performance Security or the O&M Security.		
24	DCA Clause 1.1 Definitions Page # 20 Forced Unavailability means an interruption of or a reduction in the availability of the Project Facility that is the result of: a) the Authority's failure to deliver sufficient quantities of Acceptable Waste; b) the Design Capacity being reached as notified by the Concessionaire to the Authority in accordance with Clause 18.12(b); or c) a suspension of the performance of.....	Kindly clarify whether events listed under Forced Unavailability shall be deemed as such unless clearly attributable to the Concessionaire.	Tender conditions to be prevailed.
25	DCA Clause # 1.2 Page # 31	Kindly clarify whether timelines and a mechanism for deemed approval shall be provided where approvals are not	Please note that the Bidders shall be notified as per the requirement.

S No.	Clause as per NIT	Clarification sought	Response to Query
	(i) Whenever provision is made for the giving or issuing of any notice, endorsement, consent, approval, permission, certificate or determination by any Person, such notice, etc., shall be reasonably given, shall not be unreasonably withheld or delayed and shall be in writing and the words 'notify', 'endorse', 'approve', 'permit', 'certify' or 'determine' shall be construed accordingly. Where any notice, consent or approval is to be given by any Party, the notice, consent or approval shall be given on their behalf only by any authorized persons.	granted within a reasonable period.	
26	DCA Clause # 6.1 (C) Page # 52 Grant, in a timely manner, all such approvals, permissions and authorizations which the Concessionaire may require, or is obliged to seek, from the Authority under this Agreement, in connection with implementation of the Project and the performance of its obligations	Please clarify if the Concessionaire is entitled for Extension of Time in the event of delay from Authority.	Please refer DCA Clause 10.4.
27	DCA	Kindly clarify whether the Authority	Please note that as per DCA Clause

S No.	Clause as per NIT	Clarification sought	Response to Query
	Clause #5.1(q) Page # 47 (q) Procure and maintain an adequate supply of water for the construction, operation and maintenance of the Project Facilities;	shall ensure availability of water required for the Project.	5.1(q): This is the general obligation of the Concessionaire.
28	DCA Clause # 10.2(b) Page # 62 (b) The Authority shall handover to the Concessionaire the Site, free of any Encumbrances and from such date, the Authority shall grant the Concessionaire a license over the Site, along with all necessary Right of Way to enter upon, access, and occupy the Site. Provided that, license to use the Site granted to the Concessionaire shall always be subject to the right of the Authority and its nominated contractors to enter upon and access the Site. The license granted to the Concessionaire shall include the exclusive right to:.....	Kindly clarify whether the Concessionaire shall have exclusive and uninterrupted possession and use of the Site for the Concession Period. Kindly clarify whether full and encumbrance-free Site shall be handed over prior to Appointed Date.	Please refer Clause 10.2(a)
29	DCA Clause # 18.13(b) Page # 110	Kindly clarify whether reasonable operational flexibility shall be provided to the Concessionaire.	Tender conditions to be prevailed.

S No.	Clause as per NIT	Clarification sought	Response to Query
	(b) For the first year of the O&M Period, the Concessionaire shall, at least 1 (one) month before the Scheduled COD, submit to the Authority its scheduled maintenance programme for the Project Facility, specifying the Scheduled Maintenance periods for the Project Facility and the impact of such Scheduled Maintenance periods on the Availability of the Project Facility (Scheduled Maintenance Programme). For every subsequent year of the O&M Period, the Concessionaire shall submit the Scheduled Maintenance Programme, at least 1 (one) month prior to the beginning of the relevant year. The Scheduled Maintenance Programme for the first year will cover the period from the COD until the end of the calendar year in which the COD occurs.		
30	DCA Clause # 1.4(b) Page # 27 (i) Between two Clauses of this Agreement, the provisions of the	Kindly clarify whether interpretation shall be made harmoniously to give effect to all provisions of the Agreement.	It is clarified that all provisions of the Agreement shall, as far as possible, be interpreted harmoniously to give effect to the intent of the Parties. In case of any ambiguity or inconsistency between Clauses, the specific Clause relevant to

S No.	Clause as per NIT	Clarification sought	Response to Query
	specific Clause relevant to the issue under consideration shall prevail over those in other Clauses;		the subject matter shall prevail, without rendering other provisions inoperative.
31	DCA Clause # 5.7(a) Page # 49 (a) Without prejudice to the provisions of Applicable Laws, Applicable Permits and this Agreement, upon receiving a notice from the Authority for any information that it may reasonably require or that it considers may be necessary to enable it to perform any of its functions, the Concessionaire shall provide such information forthwith in the manner and form required by the Authority.	Kindly clarify whether such requests shall be reasonable, limited to the Project, and subject to confidentiality.	It is clarified that any information sought by the Authority shall be reasonable, necessary, and limited to matters relating to the Project and the discharge of its functions. Any information so provided shall be subject to the confidentiality obligations contained in this Agreement and Applicable Laws .
32	DCA Clause # 10.6(b) Page # 65 (b) The Concessionaire shall not allow any encroachment on, or unauthorized occupation of any part of the Site and in the event of any encroachment or unauthorized occupation, the Concessionaire shall immediately cause such encroachment or any unauthorized	Kindly clarify whether encroachments shall be removed by the Authority prior to handover.	It is clarified that the Authority shall hand over the Site in accordance with the Agreement and shall make reasonable efforts to ensure that the Site is free from encroachments at the time of handover . Any encroachment or unauthorized occupation occurring after the Site is handed over shall be removed by the Concessionaire at its own cost, without any entitlement to extension of time or compensation.

S No.	Clause as per NIT	Clarification sought	Response to Query
	occupants to be removed from the Site. The Concessionaire shall not be entitled to any extension of time or costs incurred in removal of any encroachment or any unauthorized occupants from the Site where such encroachment or unauthorized occupation occurs after the date on which the Site is handed over to the Concessionaire in accordance with Clause 10.2(b);		
33	DCA Clause# 21.1(a)(v) Page # 118 The Availability Liquidated Damages payable by the Concessionaire for its failure to achieve the Availability Guarantee, if any, shall accrue on a monthly basis during the O&M Period and will be payable by the Concessionaire within 7 (seven) days from the end of the month in which the Concessionaire has failed to achieve the Availability Guarantee.	Kindly clarify whether reasonable timelines shall be provided for payment of liquidated damages.	Tender conditions to be prevailed.
34	DCA Clause# 1.1 Definitions Page # 20	Kindly clarify whether Good Industry Practice shall be interpreted as per standards prevailing on the relevant date of performance and shall not	Tender conditions to be prevailed.

S No.	Clause as per NIT	Clarification sought	Response to Query
	Good Industry Practices means the exercise of such degree of skill, diligence and prudence, and those practices, methods, specifications and standards of equipment, safety and performance, as may change from time to time and which would reasonably and ordinarily be expected to be used by a skilled and experienced developer engaged in the construction, operation, and maintenance of waste to energy facilities in India of the type and size similar to the Project Facilities.	impose retrospective obligations.	
35	DCA Clause # 7.2(h) Page # 56 (h) It has complied with all Applicable Laws and Applicable Permits in all material respects and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities, which in the aggregate have or may have a Material Adverse Effect on its ability to perform its obligations under this Agreement;	Kindly clarify whether such representation shall be limited to material compliance and to the best knowledge of the Concessionaire.	Tender conditions to be prevailed.
36	DCA Clause # 11.3(c) Page # 60	Request authority for time compensation for utility-related delays may arise due to third-party agencies	Tender conditions to be prevailed.

S No.	Clause as per NIT	Clarification sought	Response to Query
	The Concessionaire shall not be entitled to any extension of time or costs or in any other manner be relieved from the performance of its obligations in relation to Project Facilities to comply with its obligations under Clause 11.1, 11.3(a) and 11.3(b) above	and statutory approvals .	
37	DCA Clause # 22.2(c)(iii)(A) Page # 122 (A) approve the Invoice and issue a certificate to the Escrow Bank (with a copy to the Concessionaire), conveying its approval for the release of the amount specified in the Invoice, less any necessary deductions or adjustments in accordance with this Agreement and/or Applicable Laws (including for payments to be made by the Concessionaire under applicable labour laws and Liquidated Damages, if any); or	Kindly clarify whether deductions shall be limited to undisputed and quantified amounts only.	Tender conditions to be prevailed.

Pre-bid queries from bidders

Tender Notice No.	1. NREDCAP/WtE/VJA Cluster/2026-27 Date: 01/04/2026 2. NREDCAP/WtE/ TPT Cluster/2026-27 Date: 01/04/2026
Name of Work	1. Development of Waste to Energy Facility at Vijayawada Cluster, Andhra Pradesh on Public Private Partnership Basis 2. Development of Waste to Energy Facility at Tirupati Cluster, Andhra Pradesh on Public Private Partnership Basis

1. HES Infra Private Limited

S No.	Clause as per NIT	Clarification sought	Response to Query
1	Clause 16.4 of RFP	As per clause 16.4 for Performance Bank Guarantee to be furnished for APDISCOM is an additional burden and financial strain to the PPP base concessionaire even it is not there in earlier EPC tenders. Hence you are requested to make this 16.4 clause void and deleted.	Please refer corrigendum. The RFP Clause 16.4 is deleted.
2	Clause 9.3 of DCA	You are requested to modify the clause 9.3 of DCA, the performance of its obligations during the O&M period, the Concessionaire shall submit Bank Guarantee of INR 25 lakh/MW for the Contracted Capacity for this particular PPA tenders as to avail grant/funds from bankers and it is a financial burden to the Concessionaire. So kindly consider as requested.	The Selected Bidder / Concessionaire is required to submit Performance Securities as per DCA Article- 9, only.
3	General	Land lease period shall be more than 22 years. As construction period is 2 years and operating period is 20 years. For any delays or post operation management, 1-2 years extra land lease can be considered.	Tender conditions to be prevailed.
4	DCA -Clause 18.7, Page 105 Guaranteed waste liquidated damages	Liquidated damages will be paid only 30% if average per ton revenue. However, revenue loss will be to the tune about 90% as raw material cost is not part of expenses. The operational cost	Tender conditions to be prevailed.

S No.	Clause as per NIT	Clarification sought	Response to Query
		remaining same even for the lesser generation. So, compensation to the tune of 75% can be considered.	
5	Deemed generation clause for the non-availability of raw material/ grid non-availability and other reasons attributable to DISCOM shall be mentioned clearly for the bankability of project.		The Scope, obligations and responsibilities along with KPIs and LD are defined in the DCA. Bidders are requested to study the DCA in detail.
6	RFP Clause 16.4 – Performance Bank Guarantee for AP DISCOM	Clause 16.4 requires submission of an additional Performance Bank Guarantee to AP DISCOM, which imposes significant financial burden on the PPP-based Concessionaire and was not a requirement in earlier EPC tenders. It is requested that Clause 16.4 may be deleted.	Please refer corrigendum. The RFP Clause 16.4 is deleted.
7	Draft Concession Agreement – Clause 9.3 (O&M Performance Security)	Clause 9.3 of the Draft Concession Agreement requires submission of an O&M Performance Bank Guarantee amounting to ₹7.71 Crore. It is requested to modify the clause to align the O&M Performance BG to ₹25 lakh/MW of Contracted Capacity, i.e. ₹3.00 Crore for 12 MW, considering: (a) Long-term debt servicing over 20+ years; (b) High cumulative interest and bank charges over the concession period; (c) Increased financial strain impacting project bankability.	Tender conditions to be prevailed.
8	RFP Clause 16.1 –	As per Clause 16.1 of the RFP, the Performance	Tender conditions to be prevailed.

S No.	Clause as per NIT	Clarification sought	Response to Query
	Performance Security	Security requirement is specified as ☐ 12.87 Crore. In line with standard practice of Central Government organisations, where Performance Security for PPP/EPC projects is typically 2%–3% of Project Cost, it is requested that Performance Security may be revised to 2% of Project Cost, i.e. ☐ 5.15 Crore, to reduce the financial burden on the Concessionaire.	
9	RFP Clause 3.2.3 (B) and Clause 3.2.3 (C) – Consortium Equity Lock-in Requirements	Clause 3.2.3 (B): In case of a Consortium, members whose Technical Capacity or Financial Capacity has been considered for Qualification are required to individually hold not less than 10% of total equity contribution and voting rights of the Concessionaire until two (2) years after COD. This provision is acceptable and no modification is requested. Clause 3.2.3 (C): After expiry of two (2) years from COD, Lead Member and other Consortium Members may exit the Concessionaire, subject to the condition that any member who demonstrated O&M experience shall continue to hold not less than 10% of total equity contribution and voting rights for the entire Concession Period. It is requested to modify Clause 3.2.3 (C) such that the requirement of maintaining 10% equity contribution and voting rights by the O&M-experienced member is restricted to two (2) years only, instead of the entire Concession Period. Reasons for the request:	Please refer to Corrigendum.

S No.	Clause as per NIT	Clarification sought	Response to Query
		(a) The supporting member providing project and O&M experience, by investing 10% equity, will already remain with the developer for four (4) years after COD (including the initial mandatory lock-in); (b) The Developer is proposing proven technology and equipment; (c) The Developer is submitting Plant Performance Guarantee (PBG) for the entire Concession Agreement period, which adequately mitigates operational risk. Conclusion / Alternatives proposed for Clause 3.2.3 (C): (i) Restrict the O&M equity lock-in requirement to two (2) years after expiry of the initial two years from COD; or (ii) Omit Clause 3.2.3 (C) altogether, considering the submission of PBG by the Developer.	
10	RFP Clause 16.4 – Performance Bank Guarantee for AP DISCOM	Clause 16.4 requires submission of an additional Performance Bank Guarantee to AP DISCOM, which imposes significant financial burden on the PPP-based Concessionaire and was not a requirement in earlier EPC tenders. It is requested that Clause 16.4 may be deleted.	Please refer corrigendum. The RFP Clause 16.4 is deleted.
11	Draft Concession Agreement – Clause 9.3 (O&M Performance Security)	Clause 9.3 of the Draft Concession Agreement requires submission of an O&M Performance Bank Guarantee amounting to ₹7.71 Crore. It is requested to modify the clause to align the O&M Performance BG to ₹25 lakh/MW of Contracted Capacity, i.e. ₹3.00 Crore for 12 MW,	Tender conditions to be prevailed.

S No.	Clause as per NIT	Clarification sought	Response to Query
		considering: (a) Long-term debt servicing over 20+ years; (b) High cumulative interest and bank charges over the concession period; (c) Increased financial strain impacting project bankability.	
12	RFP Clause 16.1 – Performance Security	As per Clause 16.1 of the RFP, the Performance Security requirement is specified as ₹12.87 Crore . In line with standard practice of Central Government organisations, where Performance Security for PPP/EPC projects is typically 2%–3% of Project Cost , it is requested that Performance Security may be revised to 2% of Project Cost , i.e. ₹5.15 Crore , to reduce the financial burden on the Concessionaire.	Tender conditions to be prevailed.

Pre-bid queries from bidders

Tender Notice No.	1. NREDCAP/WtE/VJA Cluster/2026-27 Date: 01/04/2026 2. NREDCAP/WtE/ TPT Cluster/2026-27 Date: 01/04/2026
Name of Work	1. Development of Waste to Energy Facility at Vijayawada Cluster, Andhra Pradesh on Public Private Partnership Basis 2. Development of Waste to Energy Facility at Tirupati Cluster, Andhra Pradesh on Public Private Partnership Basis

1. Hindustan Waste Treatment

S No.	Clause as per NIT	Clarification sought	Response To Query
1	DCA 1.1 Page 11 “Acceptable Waste means source segregated MSW that is produced by households, commercial enterprises, healthcare units (non-bio-medical) including, solid or semi-solid domestic waste, sanitary waste (as defined under the SWM Rules), non-hazardous industrial solid waste, commercial waste, institutional waste, horticulture waste, agriculture and dairy waste, catering and market waste, food waste, paper, cardboard, wood, textiles, plastics, and excludes Prohibited Waste.”	Kindly clarify whether the Authority guarantees delivery of source-segregated MSW or mixed MSW. While the RFP specifies a maximum of 20% Mixed MSW, it is requested that the Authority explicitly confirm that the balance 80% of the Daily Guaranteed Acceptable Waste Quantity shall be: 1. Source-segregated at origin, and 2. Suitable for incineration, meeting defined quality parameters, including: • Minimum Net Calorific Value (NCV) • Maximum moisture content Maximum inert content	Please refer the definition of Acceptable Waste as per the RFP / DCA.
2	DCA 2.2; Page 34; 2.2 Processing Technology: (a) The bio-degradable and recyclable content of the MSW are separated through a suitable Material Recovery Facility (MRF); (b) a suitable technology is used for Processing of combustible content		

S No.	Clause as per NIT	Clarification sought	Response To Query
	of the MSW; (c) a suitable technology is used for recovering and processing recyclable content of the MSW; (d) a suitable technology is used for drying of sludge /MSW;		
3	DCA 18.5(b) Page 100 18.5 (b) The Acceptable Waste supplied by the Authority on any day shall not be less than 1000 TPD (the Daily Guaranteed Acceptable Waste Quantity) for Vijayawada Cluster and 600 TPD for Tirupati Cluster.		
4	DCA ;. 8.1 Page 58 Clause 8.1: "Concessionaire is deemed to have... determined to its satisfaction... waste characteristics."	Kindly provide waste characterization data (NCV, moisture, composition). Further, introduce minimum NCV guarantee.	Tender conditions to be prevailed.
5	RFP; Annexure 12, Page. 83 Annexure 12: The proposed locations of the WtE Plants are tentative and the NREDCAP reserves the right to change the locations during the Bidding Process.	The RFP states the proposed site locations are 'tentative' and NREDCAP reserves the right to change locations during the Bidding Process (Annexure 12). However, DCA Cl. 10.4 simultaneously deems the Bidder to have fully inspected and accepted the Site.	Please refer corrigendum.
6	RFP; 2.9; Page 18 2.9: It will be assumed that Bidders will have accounted for all relevant factors,	This is commercially inequitable. Critical design parameters — civil	

S No.	Clause as per NIT	Clarification sought	Response To Query
	including technical data, market studies, actual condition of the Project Site, and connectivity requirements, while submitting their Bids. Bidders will be deemed to have full knowledge of the Project, including the scope of services to be provided by the Concessionaire under the Agreement, irrespective of whether they have carried out such studies or not.	foundations, flood levels, road access, power evacuation distance, green-belt buffer requirements, EIA scope — all vary significantly with location. A change in site could render the financial model and technical design completely invalid.	
7	DCA ; 10.4, Page. 64 10.4 The Concessionaire shall also be deemed to have inspected and examined the Site and its surroundings, analysed and verified the accuracy and reliability of the studies, reports and data provided by Authority and any other information available with respect to the Project Facilities and the Site and to have satisfied itself as to all the relevant matters	We request the Authority to: 1. Confirm the exact site location with GPS coordinates, title/ownership documents, and confirm it will not change after bid submission. 2. Provide topographic survey, geotechnical report, HFL data, and drainage study for the site. 3. If the site is changed after the bid is submitted, the Selected Bidder must be entitled to re-quote the Grant and revise technical designs without penalty.	
8	DCA – Cl. 18.9(f) ; Page 107 DCA Cl. 18.9(f) : If at any time during the O&M Period, the SLF or the Alternate Disposal Location is unavailable to accept the Residual Inert Matter and/or the Residual Waste, and the Authority instructs the Concessionaire to deliver the Residual Inert Matter and/or any Residual Waste to an alternate location, which is within than 10	The DCA does not specify the designed capacity or operational life of the Sanitary Landfill Facility (SLF) in relation to the 20-year O&M period. Given the scale of operations and the expected quantum of residual inert material (as referenced under KPI Clause 21.1(c)), a substantial volume of ash/inerts would require disposal over the concession period. However, the document does not clarify whether	SLF is in the scope of Authority and it's the Obligation of the Authority to maintain it throughout the Concession Period. Tender conditions to be prevailed.

S No.	Clause as per NIT	Clarification sought	Response To Query
	(ten) kms from the Site.	the earmarked 21 acres of land is adequate to accommodate this volume over the project lifecycle. Further, DCA Cl. 18.9(f) allows the Authority to direct residue disposal to locations within 10 km — but transportation cost beyond the SLF is entirely on the Concessionaire's account (DCA Cl. 18.9(a)). REQUESTED CLARIFICATION / AMENDMENT: 1. Confirm the designed capacity of the SLF and its expected operational life relative to 20 years of inert generation at 1,000 TPD processing rate. 2. What happens when the SLF reaches capacity? Will the Authority provide a new SLF at no cost to the Concessionaire? The Alternate Disposal Location must be within the battery limit of the site, or else the Authority must bear all transportation costs beyond the primary SLF.	
9	DCA ; Cl. 1.1; Page 22 DCA 1.1: Maximum Permissible Mixed MSW Quantity means a maximum quantity of Mixed MSW, which shall not exceed an amount	The DCA stipulates that (a) mixed MSW shall be capped at 20% per day, (b) the Authority may increase this cap based on the quality of waste available, without requiring the	Please refer to Corrigendum.

S No.	Clause as per NIT	Clarification sought	Response To Query
	equivalent to 20% (twenty per cent) of the Daily Guaranteed Acceptable Waste Quantity], which the Concessionaire shall be required to Segregate, process (if applicable) and dispose of in accordance with the requirements of this Agreement.	Concessionaire's consent, and (c) the entire responsibility and cost of segregation rests with the Concessionaire. This structure creates significant cost uncertainty and technical risk. Any unilateral increase in mixed MSW directly escalates the Concessionaire's operating costs due to additional segregation, handling, and disposal requirements. Further, the absence of defined limits impacts the appropriate sizing and design of pre-processing and segregation infrastructure (such as tipping floors, sorting lines, and mechanical equipment), which must be engineered based on predictable waste composition and volumes. Without clarity, the Concessionaire may either under-design (leading to operational inefficiencies) or over-design (resulting in avoidable capital expenditure). Requested Clarifications / Amendments: 1. The Authority should provide recent waste characterisation data for each ULB in the cluster, including composition (% combustibles, % organics, % inerts), moisture content,	

S No.	Clause as per NIT	Clarification sought	Response To Query
		and NCV, to enable accurate cost estimation and equipment sizing. 2. Any increase in the mixed MSW cap beyond the stipulated 20% should be subject to mutual written agreement between the Authority and the Concessionaire, rather than being a unilateral right. 3. The scope and design basis for mixed MSW segregation infrastructure—including pre-processing areas and equipment—should be clearly defined, and the associated capital cost should be explicitly covered under the Project Grant, as this is currently not specified.	
10	DCA; Cl. 18.8 (a); Page 106 DCA Cl. 18.8 (a) The Concessionaire shall be responsible for Segregation of the Mixed MSW up to the Maximum Permissible Mixed MSW Quantity in accordance with the Waste Acceptance and Rejection Plan.		Please refer to Corrigendum
11	DCA; Footnote 1; Page. 22 Footnote 1 (p. 22): 'Authority may increase the percentage of the Maximum Permissible Mixed MSW Quantity depending on the quality of		Please refer to Corrigendum.

S No.	Clause as per NIT	Clarification sought	Response To Query
	waste available.'		
12	DCA; Cl. 18.5(b); Page 100 DCA Cl. 18.5(b): 'The Acceptable Waste supplied by the Authority on any day shall not be less than 1000 TPD (the Daily Guaranteed Acceptable Waste Quantity).'	For a WtE plant, the majority of costs (debt service, O&M fixed costs, depreciation) are fixed and continue regardless of waste supply. If the Authority delivers zero waste for a day, the plant earns zero revenue but still incurs ~100% of daily fixed costs. Compensating at only 30% of gross revenue per ton of shortfall creates a severe financial shortfall. Accordingly, we request the Authority to kindly amend the provision to provide that: a) shortfall in waste supply shall be compensated on the basis of 100% deemed waste supply at the Quoted Tariff; or alternatively, b) compensation shall be linked to a fixed tipping fee / per ton rate equivalent to the revenue per ton of waste, ensuring full recovery of revenue loss for the Shortfall Quantity. This is essential to ensure proper risk allocation and maintain the financial viability and bankability of the Project.	Tender conditions to be prevailed.
13	DCA; Cl. 18.7(b); Page 105 DCA Cl. 18.7(b): Guaranteed Waste LD = Shortfall Quantity × 0.30 ×		Tender conditions to be prevailed.

S No.	Clause as per NIT	Clarification sought	Response To Query
	Average Per Ton Gross Revenue.		
14	DCA; 2.2 (e); Page 34 DCA Cl. 2.2(e): 'not more than 20% of the MSW received at the Processing Facility is disposed of in the Scientific Landfill.'	Residual Inert Matter KPI ($\leq 25\%$) is outside Concessionaire's control and directly dependent on the Authority's waste quality; LD is unjust. The Residual Inert Matter % is physically determined by the inorganic/ash fraction of incoming waste — dirt, stones, silt, sand, ceramics, glass — which arrives in the waste stream. If the Authority delivers waste with higher inerts, the bottom ash / residue will naturally exceed 25% regardless of how efficiently the plant is operated. The Concessionaire cannot reduce inerts below what the waste contains. Yet the DCA imposes LD on the Concessionaire on every day the residue exceeds 25%. REQUESTED CLARIFICATION / AMENDMENT: 1. The Residual Inert Matter KPI must be calculated as a percentage of combustible/processable input, not total waste received. The Authority must guarantee in writing the maximum inert fraction (% by weight) of waste to be delivered. If	Tender conditions to be prevailed.

S No.	Clause as per NIT	Clarification sought	Response To Query
		delivered waste inerts exceed the guaranteed level, the Residual Inert Matter KPI is automatically adjusted upward and no LD is payable.	
15	DCA; Cl. 21.1(c)(i); Page 119 DCA Cl. 21.1(c)(i): (i) The Concessionaire shall ensure that the Residual Inert Matter that is generated from the WtE Facility or the Residual Waste that is left after Segregation of Mixed MSW, on any day during the O&M Period shall not exceed in aggregate 25% (twenty-five per cent) of the Daily Acceptable Waste Quantity (Residual Inert Matter and Waste Guarantee). If the Concessionaire is unable to achieve the Residual Inert Matter and Waste Guarantee on any day of the O&M Period, then the Concessionaire shall be liable to pay Residual Inert Matter and Waste Liquidated Damages equivalent to 0.1% (zero point one per cent) of the O&M Security for each such day.		
16	DCA – Cl. 4.5(a); Page 41 DCA Cl. 4.5(a): Unless otherwise specified, each Party shall satisfy or procure the satisfaction of the Conditions Precedent that it is responsible for, within 180 (one hundred and eighty) days from the Execution Date (the Scheduled CP	Environmental Clearance (EC) from MoEFCC/SEIAA can take 12–24 months; therefore, treating EC as a Concessionaire Condition Precedent (CP) to be achieved within 180 days is impractical. Obtaining Environmental Clearance	Bidders are required to be well versed with clearances and approvals required for development and operation of Waste to Energy Plant. Obtaining and maintaining such clearances and approvals is the responsibility of Concessionaire.

S No.	Clause as per NIT	Clarification sought	Response To Query
	Completion Date).	for a WtE plant involves: public consultation, SEIAA appraisal, MoEFCC/SEIAA EAC review, and often requires revision and resubmission. The process routinely takes 12–24 months even for well-prepared applications. The DCA places EC as a Concessionaire Condition Precedent and requires it within 180 days. If EC is delayed (which is normal), the Concessionaire pays CP LD of 0.1% of Performance Security per day. After 365 days, the Authority can terminate the Agreement — losing the Concessionaire its entire sunk cost in DPR, ESIA, and engineering design. REQUESTED CLARIFICATION / AMENDMENT: 1. EC application should be filed within 60 days of Agreement execution; EC receipt timelines should be excluded from CP LD calculation as a regulatory delay. 2. The CP Long-Stop Date should be extended to 24 months (from 12 months) for permits subject to regulatory third-party timelines. Provide status of any existing EC/CTE	

S No.	Clause as per NIT	Clarification sought	Response To Query
		already obtained for the Ibrahimpattam site. If already obtained, share it with bidders pre-bid.	
17	DCA – Cl. 4.2(f); Page 38 DCA Cl. 4.2(f): obtain all Concessionaire Applicable Permits that are required for achieving Financial Close and for commencement of construction of the Project Facilities (including the environmental clearance) at its own cost and expense and if such Concessionaire Applicable Permits are subject to any conditions, then, to the extent relevant, comply with all such conditions, such that the Concessionaire Applicable Permits are and shall be kept in full force and effect for the entire Construction Period, or such longer period as may be required under Applicable Laws;		Tender conditions to be prevailed.
18	DCA – Cl. 18.11(b); Page 108 18.11(b): 'The Concessionaire shall be responsible for arranging for adequate supply of water for use in the operation of the WtE Facility during the O&M Period, provided that the Authority shall provide reasonable assistance... The charges for any water supplied... shall be as per the tariff to be notified by Vijayawada Municipal Corporation.'	Water supply obligation and cost risk are placed entirely on the Concessionaire; water tariff is undefined and variable; alternate supply costs have no recovery guarantee. A 1,000 TPD WtE plant requires water for boiler make-up, ash quenching, flue gas treatment, and cooling. This is a critical operational utility. The DCA:	Tender conditions to be prevailed.

S No.	Clause as per NIT	Clarification sought	Response To Query
		• Puts the procurement obligation entirely on the Concessionaire • States charges are 'as per tariff to be notified by VMC' — undefined at bid stage • Requires the Concessionaire to arrange alternate supply at its own cost if VMC fails — and then only allows it to 'claim' reimbursement (no certainty of recovery) A WtE plant cannot operate without water. Placing this risk on the Concessionaire without a guaranteed supply at a known tariff makes financial modelling impossible. REQUESTED CLARIFICATION / AMENDMENT: 1. Confirm the confirmed quantity of water (KL/day) that will be supplied to the project site, and at what tariff. Authority must guarantee water supply, and failure to supply must be an Authority obligation — not just 'reasonable assistance'.	
19	DCA – Cl. 18.11(d); Page 108 18.11(d): Notwithstanding anything contained in this Clause 18.11, if Vijayawada Municipal Corporation fails to supply adequate quantities of water or relevant DISCOM fails to supply adequate quantities of power		Tender conditions to be prevailed.

S No.	Clause as per NIT	Clarification sought	Response To Query
	to the Concessionaire for the operation of the WtE Facility other than due to reasons attributable to the Concessionaire, the Concessionaire shall be responsible for arranging an alternate source of water or power (as applicable) in order to ensure the continuous operations of the WtE Facility and the Concessionaire shall be entitled to claim any additional costs in such cases from the Authority.		
20	RFP – Annexure 12 ; Page. 83 RFP Annexure 12: The NREDCAP reserves the right to change the composition of the Cluster by either including or excluding ULBs at any time during the Bid process without assigning any reasons whatsoever.	RFP Annexure 12 permits NREDCAP to modify the composition of the Cluster by including or excluding ULBs at any stage during the bid process without assigning reasons. Such changes directly impact waste availability, composition, logistics planning, and overall project viability. Since the Bidder is required to quote a fixed Grant based on the defined cluster, any variation in waste supply introduces material uncertainty in financial modelling and technical design. Requested Clarification / Amendment: It is requested that the Authority explicitly confirm that any change in the composition of the Cluster shall not result in a reduction of the assured aggregate waste quantity (in TPD)	Please refer the definition of Total Guaranteed Daily Waste.

S No.	Clause as per NIT	Clarification sought	Response To Query
		committed to the project. The Authority should ensure that: The total guaranteed daily waste quantity (as specified in the RFP) remains unchanged, irrespective of inclusion or exclusion of specific ULBs. In the event of substitution of ULBs, the replacement ULB(s) shall provide equivalent quantity and comparable waste characteristics (including composition, moisture content, and calorific value) to maintain the original design basis.	
21	DCA – Cl. 3.3; Page 36 DCA Cl. 3.3: The Authority grants the Concession to the Concessionaire for a term commencing on the Appointed Date and for a period of 22 (twenty- two) years including 24 months of construction period from the COD (the Concession Period) during which the Concessionaire is authorised and obligated to implement the Project in accordance with this Agreement	20-year O&M period is too short for a capital-intensive WtE plant; 22-year total concession is below industry standard; hand-back extension cap of 10% is insufficient for significant Authority defaults. DCA Cl. 37.2 limits Concession Period extension (as the only remedy for Authority default) to max 10%. REQUESTED CLARIFICATION / AMENDMENT: 1. Extend the O&M period from 20 to 25 years, with total concession of 27 years, to improve project bankability and returns.	Tender conditions to be prevailed.
22	DCA – Cl. 37.2; Page 178 DCA Cl. 37.2: For Authority default, remedy is extension of Concession Period by maximum 10% (= max ~2.2 years extension).	2. Remove the 10% cap on Concession Period extension	

S No.	Clause as per NIT	Clarification sought	Response To Query
		for Authority defaults — the extension should be commensurate with actual revenue loss.	
23	RFP – 1.2(b); Page 15 RFP Cl. 1.2(b): 'Concessionaire will be required to obtain approvals for the Project, including connectivity for delivery of electricity at the Interconnection Point.'	Interconnection Point not identified; Concessionaire bears full evacuation infrastructure cost without knowing distance, voltage, or substation capacity. The RFP defines Interconnection Point as the 33 kV or 132 kV bus of the nearest APEPDCL/APTRANSCO substation. However, neither the RFP nor DCA specifies: • Which specific substation is the designated Interconnection Point • Distance from the Ibrahimpatnam site to this substation • Available injection capacity at that substation REQUESTED CLARIFICATION / AMENDMENT: 1. Identify the specific Interconnection Point substation with GPS coordinates and confirm the injection voltage level	The details related to the interconnection station and the internal equipment will be decided after the joint Inspection report of filed officials before execution of the PPA. The laying of transmission line from WtE Plant gate to DISCOM is under the scope of the lead ULB/ DISCOM/ Energy Department/Authority as per the PPA.

S No.	Clause as per NIT	Clarification sought	Response To Query
		(11/33/132 kV). 2. Confirm whether the HT line from plant to substation is included in the Concessionaire's scope or the Authority/APDISCOM's scope.	
24	DCA – 5.1(j) & (t); Page 46 DCA Cl. 5.1(j): Concessionaire must 'cause timely completion of the transmission system until the Interconnection Point.'		
25	DCA – 18.10(a)(vi); Page 108 DCA Cl. 18.10(a)(vi): 'The Concessionaire shall be responsible for the transportation and delivery of the Electricity... including for the cost of laying Transmission lines for the transportation of Electricity.'		
26	DCA; 21.1 (f); Page 120 21.1 Key Performance Indicators (f) Discharge Guarantee The Concessionaire shall ensure that the Project Facility is operated as a zero liquid discharge facility throughout the O&M Period (Discharge Guarantee). For every incident of liquid discharge from the Project Facility, the Concessionaire shall be liable to pay the Discharge	In this regard, we submit that while ZLD is the intended design basis, there may be practical scenarios where the generation of treated effluent exceeds on-site utilization capacity despite best efforts and compliance with design and operational standards. In such situations, provision may be required for discharge of excess treated effluent at the plant battery limit, into a sewer connection/network to be made available by the Authority at the	Tender conditions to be prevailed.

S No.	Clause as per NIT	Clarification sought	Response To Query
	Liquidated Damages equivalent to 0.1% (zero point one per cent) of the O&M Security for each such day. The Discharge Liquidated Damages shall be calculated, and payable by the Concessionaire, for each month of the O&M Period, if applicable and shall be paid within 7 (seven) days from the end of such month. Provided that, if any statutory penalties are levied on the Concessionaire on account of any liquid discharge from the Project Facility, then such statutory penalties shall be deducted from the Discharge Liquidated Damages payable by the Concessionaire under this Agreement.	proposed site. Accordingly, we request the Authority to kindly amend the provision to permit discharge of excess treated liquid at the plant battery limit into the sewer network provided by the Authority, strictly in compliance with applicable environmental norms and regulatory approvals, without levy of Liquidated Damages.	
27	DCA; 21.1 (c); Page 119 21.1 Key Performance Indicators (c) Residual Inert Matter and Waste Guarantee	The clause stipulates that the Residual Inert Matter that is generated from the WtE Facility or the Residual Waste that is left after Segregation of Mixed MSW, on any day during the O&M Period shall not exceed in aggregate 25% (twenty-five per cent) of the Daily Acceptable Waste Quantity In this regard, it is submitted that the quantity of residual inert matter is directly dependent on the quality and composition of the incoming waste,	Tender conditions to be prevailed.

S No.	Clause as per NIT	Clarification sought	Response To Query
		including levels of inert content, segregation efficiency, and presence of non-processable materials, which are not fully within the control of the Concessionaire. Accordingly, we request the Authority to kindly: a) guarantee the quality and composition of Acceptable Waste, including a cap on inert content and minimum segregation standards; and b) amend the clause to provide that the Residual Inert Matter Guarantee shall be applicable only when such waste quality parameters are met.	

Pre-bid queries from bidders

Tender Notice No.	1. NREDCAP/WtE/VJA Cluster/2026-27 Date: 01/04/2026 2. NREDCAP/WtE/ TPT Cluster/2026-27 Date: 01/04/2026
Name of Work	1. Development of Waste to Energy Facility at Vijayawada Cluster, Andhra Pradesh on Public Private Partnership Basis 2. Development of Waste to Energy Facility at Tirupati Cluster, Andhra Pradesh on Public Private Partnership Basis

1. JITF Urban Infrastructure Limited

S No.	Clause as per NIT	Clarification sought	Response to the Query
1	RFP Page No. 8 Definition – Best Quote Best Quote means lowest quoted Grant (VGF)	Since tariff is fixed and non-escalable, request that no upper cap/restriction on VGF quoting be imposed to ensure project viability.	The VGF shall be applicable as per VGF Scheme.
2	RFP Page No.64 Annexure 5A & 5B Environmental certification by ULB data	ULBs / Municipal Authorities may not be able to certify such detailed data. Request revision to self-certification / indicative format.	Certificate issued by the relevant Government authority / Bidder certifying the same shall be accepted.
3	RFP SLF / Dumpsite	Kindly provide status of Environmental Clearance (EC) and compliance status.	Please refer Schedule 2 of the DCA- Applicable Permits. SLF is not in the scope of Concessionaire.
4	RFP Land details	Clarify land lease charges, tenure, escalation, and payment terms.	Please refer Schedule 19
5	RFP Mixed waste	Clarify methodology to determine 20% mixed waste threshold and request penalty/compensation if exceeded.	As per MSW rules.
6	RFP Waste supply	Kindly confirm status of Waste Take-off Agreements with ULBs.	Authority shall be responsible for providing waste at the plant gate.

S No.	Clause as per NIT	Clarification sought	Response to the Query
7	RFP Waste assumptions	Clarify minimum guaranteed waste quantity and calorific value benchmarks.	Refer RFP- Annexure 12
8	DCA Page No. 62 Clause 10.2 Lease of Site	Clarify lease rentals, escalation, tenure, and encumbrance-free status.	Please refer Schedule 19
9	DCA Page No. 100–106 Clause 18.5–18.8 Waste delivery & segregation	Request clear ULB responsibility for segregation and compensation mechanism.	Authority shall be responsible for providing waste at the plant gate.
10	DCA Page No. 105 Clause 18.7 Guaranteed Waste LD	Request the Authority shall compensate the Concessionaire for the Shortfall Quantity and such compensation shall be calculated as the product of the Shortfall Quantity and 80% (Eighty per cent) of the Average Per Ton Gross Revenue (the Guaranteed Waste Liquidated Damages), Further an additional compensation to Concessionaire if waste quality deviates (excess inert/mixed waste).	Tender conditions to be prevailed.
11	DCA Page No. 48 Clause 5.4 Acceptable Waste	Request standard testing protocol and dispute resolution mechanism.	Tender conditions to be prevailed.
12	DCA Page No. 60 Clause Article 9 Performance Security	Request removal of duplication of PBG (already covered in PPA).	The Performance Securities as mentioned in DCA- Article 9, shall prevail.

S No.	Clause as per NIT	Clarification sought	Response to the Query
13	DCA Page No. 162 Article 32 Change in Law	Request full pass-through of Change in Law impact.	Tender conditions to be prevailed.
14	PPA Page No. 3 Clause 1 Power Sale	Request accept the sale of 100% power generated after deduction of Auxiliary consumption.	Tender conditions to be prevailed.
15	PPA Page No. 2 Clause 2 Approvals not DISCOM responsibility	Request clause stating Authority/DISCOM shall facilitate approvals.	The WtE Developer shall on its own obtain permissions/ sanctions from Govt. authorities, if any required for establishing the project. The Authority will provide necessary assistance.
16	PPA Page No. 21 Clause 6.4 PBG requirement	Request removal of duplicate PBG (covered under DCA).	The PBG conditions as mentioned in the DCA shall prevail.
17	PPA Pre-COD generation	Request payment at 100% tariff for power supplied before COD.	Tender conditions to be prevailed.
18	PPA Page No.18 Article 5 Billing & payment	Request LPSC as per MoP guidelines.	Tender conditions to be prevailed.
19	PPA Page No.18 Article 5 Rebate	Request 2% rebate for payment within 2 days (CERC RE Regulations 2024).	Tender conditions to be prevailed.
20	PPA Startup power	Request clarity on startup power procedure and charges.	Startup Power is under the scope of Concessionaire.

S No.	Clause as per NIT	Clarification sought	Response to the Query
21	PPA General	Partial CoD and subsequent tariff and procedures to be defined	Tender conditions to be prevailed.
22	RFP / PPA Fixed Tariff (Non-escalable)	Since tariff is fixed for entire concession period, request no cap on VGF quoting to ensure project viability.	VGF will be applicable as per VGF scheme.

Pre-bid queries from bidders

Tender Notice No.	1. NREDCAP/WtE/VJA Cluster/2026-27 Date: 01/04/2026 2. NREDCAP/WtE/ TPT Cluster/2026-27 Date: 01/04/2026
Name of Work	1. Development of Waste to Energy Facility at Vijayawada Cluster, Andhra Pradesh on Public Private Partnership Basis 2. Development of Waste to Energy Facility at Tirupati Cluster, Andhra Pradesh on Public Private Partnership Basis

1. KUNDAN GREEN ENERGY

S No.	Clause as per NIT	Clarification sought	Response to the Query
1	RFP – Definitions (Page 9, Page 12) Draft Concession Agreement – Schedule 1 (Site of Project)	It is observed that the definitions of <i>Project Site</i>, <i>Project Facility</i> and <i>Disposal Location</i> suggest that the Concessionaire is required to develop the Processing Facility, Waste-to-Energy Plant and Scientific Landfill Facility. Kindly confirm the extent of land proposed to be provided for the project, specifically: (a) Land area allocated for WtE Plant and Scientific Landfill separately along with Google coordinates; (b) Whether the land shall be provided on lease basis and the applicable lease terms including lease rent; (c) Whether the land will be handed over free from encumbrances, waste dumps and existing liabilities, and with basic access infrastructure.	The coordinates for the Site are: 16.610028, 80.514350. The total area of the site is provided in Schedule 1. SLF is not in the scope of Concessionaire, however, Authority will provide location of SLF to Concessionaire for disposal of Residual Inert Matter Please refer Clause 9 of Schedule 19 for Land Lease Agreement.
2	Draft Concession Agreement – Schedule 19 (Land Lease Agreement)	Kindly clarify whether the Concessionaire shall be permitted to create encumbrance / assign leasehold	Please refer Clause 9 of the Land Lease Agreement.

		rights of the project land in favour of lenders for the purpose of project financing during the Concession Period, as required for achieving financial closure.	The bidder cannot create encumbrance on the land site.
3	RFP – Definition of Pre-Determined Power Tariff Draft CA – Power Sale Provisions	The tariff indicated in the RFP is ☐ 7.50/kWh. Kindly clarify: (a) Whether the said tariff has been approved by APERC for this project; (b) In case APERC approves a tariff lower than ☐ 7.50/kWh at the time of commissioning, which party shall bear the tariff shortfall risk.	The tariff for the entire duration of project is pre-determined and fixed at INR 7.50 per unit for Vijayawada and INR 7.95 per unit for Tirupati respectively. Each bidder is required to independently assess the financial viability of the project at the said tariff, considering its own cost assumptions, applicable escalation, inflation for the entire project period quote the VGF requirement accordingly. The risk associated with such assessment shall lie solely with the bidder.
4	RFP Clause 1.2(d), Page 15 Draft CA – Concession Period	As per RFP, the concession period is 20 years including 2 years of construction. Considering project capital intensity and bankability requirements, kindly consider and clarify whether the concession period may be increased to 25 years for financial viability.	Tender conditions to be prevailed.
5	RFP – Definition of Design Capacity (Page 9) Draft CA – Schedule 11 (Operational Plan)	The Design Capacity of the processing facility is specified as 1000 TPD . Kindly clarify: (a) Whether the supply of 1000 TPD MSW is guaranteed by the Authority throughout the concession period; (b) Compensation / relief mechanism in case of shortfall in waste supply; (c) Whether waste shall be delivered at Project Site free of cost or any royalty / charges are applicable.	The delivery of Daily Guaranteed Acceptable Waste Quantity at WTE Plant gate is the responsibility of the Authority.
6	Draft CA – Schedule 5A	Kindly clarify the maximum Viability	VGF amount will be disbursed as per the VGF

	(VGF Disbursement Mechanism)	Gap Funding (VGF) proposed for the project and confirm: (a) Whether the VGF amount is fixed or subject to variation based on approved project cost; (b) Whether VGF will be adjusted proportionately in case of project cost revision; (c) Approval and disbursement mechanism of VGF.	Scheme.
7	RFP – Waste Processing Capacity Clause	Waste processing capacity is specified as 1000 TPD. Kindly confirm the expected inlet fuel quantity to boiler (TPD) after MRF processing, as required for design of WtE technology.	The Bidder is requested to do its own analysis.
8	RFP Clause 4.1(a) & 4.1(b) – Technical Qualification Criteria	The experience requirement mandates commissioning of large-capacity WtE projects within the last 7 years , along with high capacity thresholds. This combined requirement appears restrictive. In line with recent municipal WtE tenders, kindly consider: (a) Relaxing the commissioning window to 10–12 years; or (b) Reducing capacity requirement to at least one WtE project of 500 TPD.	Please refer corrigendum.
9	RFP Clause 4.2(b) – Financial Eligibility	Average turnover requirement of ₹128.75 Cr for the last three years may restrict participation. Kindly consider revising the minimum average turnover requirement to ₹ 100 Cr to enhance competitive	Tender conditions to be prevailed.

		participation.	
10	Draft CA – Technical Requirements	Kindly specify the steam pressure–temperature cycle parameters required / envisaged for the WtE project to enable proper technology selection and equipment design.	The bidders are requested to carry out their own assessment.
11	Draft CA – Waste Procurement Provisions	Kindly clarify whether the Concessionaire shall be permitted to procure MSW or RDF from sources other than Vijayawada Municipal Corporation, subject to compliance with Applicable Laws, to ensure plant load factor.	Authority shall be responsible for providing waste at the plant gate. However, in case of any shortfall in the Daily Guaranteed Acceptable Waste Quantity, the Concessionaire may procure MSW from other sources at their own cost subject to Applicable laws and regulations.
12	Draft CA – Commercial Framework	Considering inclusion of Scientific Landfill development within Concessionaire's scope, kindly clarify whether tipping fee shall be paid to the Concessionaire for processing and disposal of MSW.	SLF is not in the scope of Concessionaire, however, Authority will provide location of SLF to Concessionaire for disposal of Residual Inert Matter.
13	Draft CA – Environmental Clearance (Schedule 2 – Applicable Permits)	As Scientific Landfill is part of the project, Environmental Clearance (EC) is mandatory. Kindly clarify whether obtaining EC shall be in the scope of the Authority or the Concessionaire. If under Concessionaire's scope, kindly consider transferring the responsibility to Authority.	Bidders are required to be well versed with clearances and approvals required for development and operation of Waste to Energy Plant. Obtaining and maintaining such clearances and approvals is the responsibility of Concessionaire. Please note that SLF is not in the scope of Concessionaire
14	Draft CA – Transmission & Grid Connectivity	Kindly confirm: (a) Nearest sub-station name and distance from project site; (b) Voltage level for grid connectivity (33 kV / 132 kV); (c) Responsibility for transmission line and ROW; (d) Any charges payable for connectivity and energy evacuation.	The 33 kV system is outdoor switchyard only. The details related to the interconnection station and the internal equipment will be decided after the joint Inspection report of filed officials before execution of the PPA. The laying of transmission line from WtE Plant gate to DISCOM is under the scope of the lead ULB/ DISCOM/ Energy Department/Authority as per the

			PPA. The developer has to lay 33 kV line internally of the plant premises from Step up Power transformer to Terminal Pole / terminal tower of evacuation line.
15	Draft CA – Water Supply Provisions	Kindly clarify: (a) Quantity and assured availability of water; (b) Distance of water source from project site; (c) Whether pipeline and ROW are under Authority's scope; (d) Whether water shall be supplied free of cost or on chargeable basis.	The Bidder is required to carry out its own assessment.

Pre-bid queries from bidders

Tender Notice No.	1. NREDCAP/WtE/VJA Cluster/2026-27 Date: 01/04/2026 2. NREDCAP/WtE/ TPT Cluster/2026-27 Date: 01/04/2026
Name of Work	1. Development of Waste to Energy Facility at Vijayawada Cluster, Andhra Pradesh on Public Private Partnership Basis 2. Development of Waste to Energy Facility at Tirupati Cluster, Andhra Pradesh on Public Private Partnership Basis

1. Refusion Private Limited

S No.	Clause as per NIT	Clarification sought	Response To Query
1	General	Tariff Escalation / Inflation - Has the Authority assessed project viability under the fixed tariff of INR 7.50/unit, considering future O&M cost escalation / inflation?	The tariff for the entire duration of project is fixed at INR 7.50 per unit for Vijayawada and INR 7.95 per unit for Tirupati . Each bidder is required to independently assess the financial viability of the project at the said tariff, considering its own cost assumptions, applicable escalation, inflation for the entire project period and quote the VGF requirement accordingly. The risk associated with such assessment shall lie solely with the bidder.
2	General	Concession Period / Project Tenure - Can the concession / operating period be extended from 20 years to 33 years, considering construction period, debt repayment, and project viability?	The Concession Period is fixed for both the Projects and cannot be extended.
3	General	Integrated Waste Handling Scope and Tipping Fee - Can the Developer, based on its prior waste handling experience, undertake collection and transportation of waste to the WtE plant on its own, so as to ensure segregation at source and better-quality input waste? If yes, will tipping fee support be available for this scope, and on what basis?	The Project envisages development of Waste to Energy plant, wherein the private developer scope is to convert the waste into energy from the waste delivered by the Authority.
4	General	CDM Revenue Sharing - Since CDM revenue	

S No.	Clause as per NIT	Clarification sought	Response To Query
		may not arise every year, how will the 10% stage-wise revenue sharing with DISCOM apply where such revenue is delayed, uneven, or not realised? Please also clarify which other revenue streams, if any, are proposed to be covered under this provision apart from CDM.	Please refer corrigendum. Clause 6.1 (xii) of the PPA is deleted. There is no other or alternate source of revenue for the Project except power tariff and sale of scrap metal, if any.
5	General	Sale to Alternate Buyer / New Power Offtake Partner - Can the WtE Developer sell power to a buyer other than DISCOM	Power shall only be sold as per the Power Purchase Agreement executed with the DISCOM for the Project
6	General	Government Incentives - Please clarify what Government incentives, other than VGF, are envisaged for the Project, including any incentive from the Industries Department / capital subsidy or other State / Central schemes, and on what basis such incentives are proposed to be passed on to APDISCOMs.	No other incentive or grant is to be extended except VGF quoted in the Bid.
7	General	Financial Bid / Grant Structure - Please clarify whether the Financial Bid is based only on the quoted Capital Grant / VGF, or is also linked to the PPA tariff	Please refer Clause 4.2 of the RFP for the financial criteria. The Financial Proposal to be submitted by the Bidder is solely based on the lowest VGF grant quoted by the Bidder, as per Annexure 13 of the RFP.
8	General	Foreign Consortium Member Eligibility - Can a foreign entity from outside India, other than from a country sharing a land border with India, participate as a consortium member for meeting the technical/Financial eligibility requirements?	Foreign entity participation in the Bid is subject to the Bidder is registered with the Competent Authority in India, <i>as defined in Public Procurement Order no. F.no.6/18/2019- PPD dated 23rd July 2020 and before the Bid issuance date.</i>

S No.	Clause as per NIT	Clarification sought	Response To Query
9	General	Lump Sum Price Scope - Please clarify the scope of the lump sum price to be quoted in the bid form, including the components, costs, and obligations to be covered under it.	Please refer to the RFP and DCA for the Scope of Work and obligations. The Bidder is required to quote the financial proposal, basis their own analysis.
10	General	Lead Member Experience Eligibility - Please clarify whether 1 year of Waste-to-Energy experience of the Lead Member in its old / previous company will be considered for meeting the eligibility requirements.	Please refer clause 4.1 (a) and (b) of the RFP.
11	General	Stage for Incorporation of SPV - Please clarify by what stage the SPV is required to be incorporated.	The SPV is to be incorporated upon receiving the Letter of Award (LOA).
12	General	UTR Details - Since the Bid Document Fee of INR 30,000 is required to be paid through RTGS / NEFT in addition to the Earnest Money Deposit, please clarify where the relevant UTR details are required to be submitted.	Yes, the relevant UTR/Payment Challan evidencing the payment needs to be submitted.
13	General	Technical Proposal Submission Requirement - Please clarify whether any technical proposal is required to be submitted along with the technical bid.	The Bidders must submit all the relevant Annexures as mentioned in the RFP as part of its Bid submission.
14	Clause 18.10 (a) (ii) of the Draft Concession Agreement	Post-COD Tariff Reduction - Please confirm whether, if after COD the tariff is reduced or the PPA is terminated / cancelled for reasons not attributable to the Concessionaire, and power is sold to third parties, the Authority will bear the tariff differential / revenue shortfall.	The Tariff is fixed, and it will not be changed during the Concession period.

S No.	Clause as per NIT	Clarification sought	Response To Query
15	General	Stamp Paper Requirement - Please clarify the stamp paper value required for submission of this annexure / letter, whether INR 50 or INR 100.	The value of the stamp paper shall as according to the laws of the State/ UT.
16	General	Execution of PPA and DCA - Please clarify when the PPA and DCA are proposed to be executed / signed.	DCA and PPA will be executed post successful completion of bidding process, and once the Letter of Award is issued to the bidder and acceptance of the same by the Bidder is submitted to the Authority along with Performance Securities.
17	General	Government Authority / Client Certification – Foreign Projects - Please clarify whether, in case of experience relating to a foreign project, the required Government Authority / Client Certification may be issued by the relevant authority / client from the respective foreign country.	In case of foreign projects, a certificate from a qualified external auditor who audits the book of accounts of the Bidder or the Consortium Member in the formats provided in the country where the project has been executed shall be accepted, provided it contains all the information as required in the prescribed format of the RFP including the Work order, Agreement and Completion Certificate issued by the Client/ Authority / Project Procuring Authority.
18	General	Bank Charges for EMD Extension - In the event of extension of bid validity and corresponding extension of the EMD Bank Guarantee, please clarify whether the additional bank commission / charges for such extension shall be borne by the bidder or by the Authority.	All Costs / Charges related to Bank Guarantee issuance, extension / renewal are to be borne by the Bidder.
19	General	Lead Member Eligibility - Please clarify whether an entity may act as the Lead Member where the entity itself is a newly incorporated firm without any audited financial statements yet (incorporated on April, 2026) and the relevant technical and financial qualification requirements are being met by two other companies in the consortium	Please refer to the Definition of Lead Member.

S No.	Clause as per NIT	Clarification sought	Response To Query
20	General	Annex 6 (RFP) - Please clarify the applicability of Annex 6, including who is eligible to submit it, in what circumstances it is applicable, and what information is required to be filled under Annex 6.	Please refer to the Definition of "Associate". If an Associate is participating in the Bid, then Annex 6 is required to be submitted.
21	General	Annex 7 (RFP) - Please clarify the applicability of Annex 7, including who is eligible to submit it, in what circumstances it is applicable, and what information is required to be filled under Annex 7.	Annexure 7 is a part of the Qualification Proposal. The Bidder is required to submit, a certificate from its statutory auditor certifying the percentage of the cost (of the total project cost) expended/received by the Bidder or in case of a Consortium, the relevant Member, in developing the waste to electricity facility(ies) in the format set out in Annex 7.
22	General	Documentation - Please clarify whether the following documents are to be submitted in hard copy or through the e-procurement portal. 1 RFP sign document 2 Self-attested certificate of Incorporation , MOA, AOA 3 UTR Receipt	Please refer Clause 24.7 of the RFP.
23	General	Annex 5A (Notes I and II) (RFP) Please clarify the meaning and intended interpretation of Notes I and II under Annex 5A, and confirm what exactly is expected to be understood / captured under these notes for the purpose of technical qualification.	RFP Conditions prevailed
24	General	Technical Experience Clarification - The member in our proposed consortium, who is proposed to meet the technical eligibility criteria, is a reputed U.S.-based company and among the largest waste-to-energy operators in the United States, with extensive global experience in the design, construction,	Tender conditions to prevail.

S No.	Clause as per NIT	Clarification sought	Response To Query
		operation, and modernization of WtE facilities. The company has been active in the sector since the early 1980s and has developed and/or operated multiple waste-to-energy plants, each with a capacity exceeding 60 MW and processing more than 2,000 TPD of municipal solid waste. While the initial development of certain reference projects dates back to the 1980s, the company has continuously operated, upgraded, and modernized these facilities, ensuring their technical and operational relevance in line with current industry standards. While we are able to show recent O&M experience, our development experience dates back to 1980s, in view of this, and considering the scale, continuity, and ongoing nature of this experience, we kindly request that the requirement of demonstrating developer/ design & construction experience within the last 7 years be relaxed to accommodate such long-standing and continuously relevant project experience.	
25	General	Apostilled Foreign Experience Certificate - For the technical members, we are looking at a foreign company from US. Please clarify when apostilled foreign experience certificates are required and what exactly is expected under this requirement	Please refer to RFP Clause 4.1(c) (ix). The bidder shall provide a copy of experience certificates apostille at foreign origin along with Work Order, Agreement and Completion certificate.
26	Clause 20.1(k) (RFP)	Please clarify what exactly is intended under Clause 20.1(k), when this requirement becomes applicable, and in what cases unconsolidated audited annual accounts or	As per Clause 20.1(k) of the RFP, it is stated that these documents are to be submitted part of the Qualification Proposal wherein: “(k) unconsolidated audited annual accounts of the

S No.	Clause as per NIT	Clarification sought	Response To Query
		audited consolidated annual accounts of the Bidder are required to be submitted.	Bidder (including profit and loss statements) and Associate(s) (if applicable) for the Accounting Year immediately preceding the Bid Due Date. <i>(in case the accounts are not fully consolidated, then unconsolidated accounts maybe submitted)"</i> If the Bidder is relying on the Financial Capacity of an Associate where it Controls such Associate, then audited consolidated annual accounts of the Bidder should be submitted;
27	Clause 20.1(o) (RFP)	Please clarify what exactly is intended under Clause 20.1(o), when this requirement becomes applicable, and in what cases the board resolution referred to in this clause is required to be submitted.	As per the RFP, Clause 20.1(o) it is stated, if applicable, a board resolution of the Associate(s) whose financial credentials are being relied upon by the Bidder, resolving to undertake to invest the entire Equity Contribution committed by the Bidder (or in case of a Consortium, resolving to undertake to invest the proportionate share in the Equity Contribution committed by the relevant Member) and to submit the bank guarantees required under the Project Agreements, in case the Bidder fails to do so. <i>This is required to be submitted only if the Associate's financial credentials are being relied upon.</i>
28	General	Hard Copy Submission What all other documents, apart from the EMD and POAs (Annex - 3A & 3B / RFP) are required to be submitted in hard copy?	Please refer Clause 24.7 of the RFP
29	Annex 5A	Please clarify whether the Authorized Representative / Signatory portion is to be signed by the Bidder, and whether the Government Authority / Client Certification portion is to be signed by the relevant government authority / client.	Certificate issued by the relevant Government authority / client certifying the same.

Pre-bid queries from bidders

Tender Notice No.	1. NREDCAP/WtE/VJA Cluster/2026-27 Date: 01/04/2026 2. NREDCAP/WtE/ TPT Cluster/2026-27 Date: 01/04/2026
Name of Work	1. Development of Waste to Energy Facility at Vijayawada Cluster, Andhra Pradesh on Public Private Partnership Basis 2. Development of Waste to Energy Facility at Tirupati Cluster, Andhra Pradesh on Public Private Partnership Basis

1. Thermax Limited

S No.	Clause as per NIT	Clarification sought	Response To Query
1	General	Since Gross Power Generation is directly proportional to WTE Boiler capacity, Steam generation, Fuel NCV. Hence, we request Purchaser to confirm the Fuel availability and Fuel analysis.	Each Bidder is required to conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in the RFP and obtain independent advice from appropriate sources. The Bidder shall quote after taking into consideration all the terms and conditions stated in the RFP, Draft Concession Agreement and its Schedules, its own estimates of costs and after a careful assessment of the site and all the conditions that may affect the Project cost and carry out, at their own cost, such studies as may be required in order to aid their Bid submission.
2	General	It is mentioned that acceptable waste supplied is 600 TPD for Tirupati and 1000 TPD for Vijayawada. What is the meaning of acceptable waste supplied? Is it the quantity of waste fed to the boiler, please confirm.	Please refer the definition of the Acceptable Waste.
3	General	Please provide the fuel analysis of proposed WTE Boiler.	Bidders shall evaluate in greater detail, and carry out, at their own cost, such studies /

S No.	Clause as per NIT	Clarification sought	Response To Query
			investigation/ assessments, as may be required in order to aid their Bid submission.
4	General	Pressure-temperature cycle of proposed WTE Boiler shall be 48ata / 410Deg.C.	Bidders shall evaluate in greater detail, and carry out, at their own cost, such studies / investigation/ assessments, as may be required in order to aid their Bid submission.
5	General	Condenser shall be ACC (Air Cooled Condenser) with below Design conditions: • ACC Design Ambient temperature : 38Deg.C • Turbine exhaust pressure at TMCR : 0.18 ata Kindly confirm	Bidders shall evaluate in greater detail, and carry out, at their own cost, such studies / investigation/ assessments, as may be required in order to aid their Bid submission.
6	General	Please provide Raw water analysis to be considered for proposed Water treatment plant. We have considered Clarifier as Effluent treatment equipment, Clarified effluent shall be utilised for Road washing / Gardening. Lechate treatment and Sewage treatment is not in TL scope. Same shall be in Purchaser scope.	Bidders shall evaluate in greater detail, and carry out, at their own cost, such studies / investigation/ assessments, as may be required in order to aid their Bid submission.
7	General	odour control systems - We have not considered odour control system, FD fan intake from waste pit	Bidders shall evaluate in greater detail, and carry out, at their own cost, such studies / investigation/ assessments, as may be required in order to aid their Bid submission.
8	General	stormwater drainage, oil traps and runoff management systems - Not in TL scope. Same shall be part of Civil scope by Purchaser	Bidders shall evaluate in greater detail, and carry out, at their own cost, such studies / investigation/ assessments, as may be required in order to aid their Bid submission.

S No.	Clause as per NIT	Clarification sought	Response To Query
9	General	laboratories, workshops, internal roads, buildings and other supporting infrastructure - Not in TL scope. Same shall be part of Purchaser scope	Bidders shall evaluate in greater detail, and carry out, at their own cost, such studies / investigation/ assessments, as may be required in order to aid their Bid submission.
10	General	Civil and Structural Works - Not in TL scope. Same shall be part of Purchaser scope. Civil Design shall be TL scope.	Bidders shall evaluate in greater detail, and carry out, at their own cost, such studies / investigation/ assessments, as may be required in order to aid their Bid submission.
11	General	Ambient Air Quality Monitoring Stations (AAQMS) - Not in TL scope. Same shall be part of Purchaser scope	Bidders shall evaluate in greater detail, and carry out, at their own cost, such studies / investigation/ assessments, as may be required in order to aid their Bid submission.
12	Page 46 of 176 of DCA_Wte_Tirupathi_NI TI_01042026 – Clause 5.1 (j)	Kindly furnish the following details for 33kV power evacuation system. 1. 33kV system is outdoor switchyard or indoor HT panel 2. 33kV system fault level, bus configuration, no of bays/feeders etc. 3. Single line diagram. The terminal point for power evacuation shall be at the output gantry point of the plant-end air-insulated outdoor switchyard (If outdoor switchyard) or at the terminals of 33kV HT panel located in TG building switchgear room. Any further distribution to the EB grid (beyond the plant-end switchyard/HT panel, such as transmission lines, towers, etc.) shall be in the Purchaser scope.	The 33 kV system is outdoor switchyard only. The details related to the interconnection station and the internal equipment will be decided after the joint Inspection report of filed officials before execution of the PPA. The laying of transmission line from WtE Plant gate to DISCOM is under the scope of the lead ULB/ DISCOM/ Energy Department/Authority as per the PPA. The developer has to lay 33 kV line internally of the plant premises from Step up Power transformer to Terminal Pole / terminal tower of evacuation line.

S No.	Clause as per NIT	Clarification sought	Response To Query
13	Page 47 of 176 of DCA_Wte_Tirupathi_NI TI_01042026 – Clause 5.1 (t)		
14	Page 115 of 176 of DCA_Wte_Tirupathi_NI TI_01042026 – Clause 20.1 (c) (i)		
15	Page 11 of 44 of Model PPA for new TPT WtE projects_01042026 - “Voltage of Delivery” shall mean 33 kV being the voltage at which the electrical energy generated by the Project is required to be delivered to the [Insert EHT substation] at the Interconnection Point.		
16	Page 10 of 85 of RFP_Tirupathi_NITI_0 1042026 - Interconnection Point shall mean the point at 33 kV bus of 33/11 kV substation or 33 kV side of 132/33 kV substation or 132 kV side of 132/33 kV substation or 33 kV		

S No.	Clause as per NIT	Clarification sought	Response To Query
	side of 220/132/33 kV substation where the power from the Waste to Energy Project is injected into the state distribution system.		
17	Page 3 of 44 of Model PPA for new TPT WtE projects_01042026 – Clause (7)		
18	Page 13 of 44 of Model PPA for new TPT WtE projects_01042026 – Clause (3.1)		
19	Page 95 of 176 of DCA_Wte_Tirupathi_NI TI_01042026 – Clause 17.1 (a) (iii)	We have considered obtaining CEIG approval for the electrical equipment within our scope. The applicable statutory fees shall be borne by the customer.	The Concessionaire shall be responsible for obtaining and maintaining all Statutory approval / clearances/ permission pertaining to the Project at its own cost.
20	Page 80 of 111 of Schedule_Tirupati-01042026 – Clause “The Concessionaire shall be responsible for obtaining all statutory approvals.....”	Any other statutory approvals/clearances from authorities, beyond the above, are not included in our scope.	
21	Page 13 of 44 of Model PPA for new TPT WtE projects_01042026 – Clause 3.6		
22	Page 16 of 44 of Model PPA for new TPT WtE projects_01042026 –	The offered switchyard / 33kV HT panel parameters shall be available in the main plant DCS. A separate SCADA/comunication	The 33 kV system is outdoor switchyard only. The details related to the interconnection station and the internal equipment will be decided after

S No.	Clause as per NIT	Clarification sought	Response To Query
	Clause 4.15	system for the power evacuation is not considered in our scope. Communication from the plant DCS to the Load Dispatch Center (LDC) shall be under the Purchaser scope. Plant end tariff metering with bay is in Purchaser scope.	the joint Inspection report of filed officials before execution of the PPA. The laying of transmission line from WtE Plant gate to DISCOM is under the scope of the lead ULB/ DISCOM/ Energy Department/Authority as per the PPA. The developer has to lay 33 kV line internally of the plant premises from Step up Power transformer to Terminal Pole / terminal tower of evacuation line.
23	Page 15 of 44 of Model PPA for new TPT WtE projects_01042026 – Clause 4.1		
24	Page 14 of 44 of Model PPA for new TPT WtE projects_01042026 – Clause 3.9.2	Offered electrical equipment shall be designed as per IS/IEC. Required grid code shall be considered. Transmission line and its related right of way are not in our scope.	The laying of transmission line, from WtE Plant gate to DISCOM, is under the scope of the lead ULB / DISCOM/ Energy Department/Authority as per the PPA, and hence Right of Way does not arise in the scope of developer The developer has to lay 33 kV line internally of the plant premises from Step up Power transformer to Terminal Pole / terminal tower of evacuation line.
25	Page 13 of 44 of Model PPA for new TPT WtE projects_01042026 – Clause 3.6		
26	General	Auxiliary power and Emergency power - The in-house auxiliary power supply system of the power plant has been designed in accordance with our established standard engineering practices.	The Concessionaire is required to develop and operate the WtE plant, but not limited to, as per DCA Clause 2.1 following Good Industry Practices, Prudent industry standards, meeting all statutory requirement and compliances including emergencies / unforeseen

S No.	Clause as per NIT	Clarification sought	Response To Query
		An emergency DG set has been provided to supply power to emergency auxiliaries for ensuring safe shutdown of the power plant.	circumstances, at all times during the Concession Period.
27	General	Material of bus bar / conductor – We have considered bus bar / conductor material as follows: - HT Panel : Aluminium - LT Panels : Aluminium - LT bus duct : Aluminium - HT Cables : Aluminium - LT cable : Copper (up to 2.5 Sq.mm) / Aluminium (Above 2.5 Sq.mm) - Earthing : GI (Except neutral earthing of transformer and generator. Same shall be copper). - Cable tray : GI - Cable tray support structure MS (Welded design. Fabricated at site) Kindly Confirm.	The Concessionaire is required to develop and operate the WtE plant, but not limited to, as per DCA Clause 2.1 following Good Industry Practices, Prudent industry standards, meeting all statutory requirement and compliances including emergencies / unforeseen circumstances, at all times during the Concession Period.
28	General	Soil Resistivity - Kindly furnish the soil resistivity of proposed power plant area. At present, we have considered average soil resistivity shall be 100 ohm-Meter. Please confirm.	Bidders shall evaluate in greater detail, and carry out, at their own cost, such studies / investigation/ assessments, as may be required in order to aid their Bid submission.
29	General	Startup power - Start-up power required for the plant shall be made available by the customer at the output gantry point located at the plant end of the air-insulated outdoor switchyard (or) at the terminal of 33kV indoor HT panel.	The Concessionaire is required to arrange for such requirement or all the requirements for the development, construction, operation and management of the Plant at its own cost.

S No.	Clause as per NIT	Clarification sought	Response To Query
30	General	Design ambient temperature - Electrical equipment design ambient temperature as follows;- - Indoor: 45 Deg C - Outdoor: 50 Deg C	The Concessionaire is required to develop and operate the WtE plant, but not limited to, as per DCA Clause 2.1 following Good Industry Practices, Prudent industry standards, meeting all statutory requirement and compliances including emergencies / unforeseen circumstances, at all times during the Concession Period.
31	General	Voltage level and its Fault levels – Voltage level and its Fault levels for electrical system as below - Power export KV : 33kV@ 31.5KA/1Sec - HT system: 11KV @ 26.2KA/1Sec - LT system: 415V @ 50KA/1Sec - Motor Terminal box : 40KA/0.25Sec - DC Voltage: 110V - UPS Voltage: 230V, 1 Ph. - Control supply: 110V DC & 230V AC Kindly Confirm.	The Concessionaire is required to develop and operate the WtE plant, but not limited to, as per DCA Clause 2.1 following Good Industry Practices, Prudent industry standards, meeting all statutory requirement and compliances including emergencies / unforeseen circumstances, at all times during the Concession Period.
32	General	Type test - Type test reports for similar or higher rating equipment shall be furnished. Separate type tests shall not be carried out for any electrical equipment.	Bidders shall evaluate in greater detail, and carry out, at their own cost, such studies / investigation/ assessments, as may be required in order to aid their Bid submission.
33	Page 78 of 111 of Schedule_Tirupati-01042026 – Schedule 20 “The Concessionaire will Design, Build, Finance, Operate and Maintain the Waste to Energy Facility for a concession period of	We understand that the tender specification does not include detailed technical specifications / SLD for the overall electrical distribution system and individual equipment. Accordingly, we have considered the electrical distribution scheme and equipment specifications based on our standard practices, in line with OEM recommendations and relevant IS standards.	The Concessionaire is required to develop and operate the WtE plant, but not limited to, as per DCA Clause 2.1 following Good Industry Practices, Prudent industry standards, meeting all statutory requirement and compliances including emergencies / unforeseen circumstances, at all times during the Concession Period.

S No.	Clause as per NIT	Clarification sought	Response To Query
	22 years (including 24 months of construction period) and Transfer the facility to the Authority after completion of Concession period as defined in Concession Agreement, in line with the Applicable Laws including but not limited to Solid Waste Management Rules, 2026 and as amended and in force from time to time.'	Kindly confirm your acceptance of the above. The major technical details of key electrical equipment are furnished below for your reference.	
34	Page 101 of 111 of Schedule_Tirupati-01042026 – Schedule 23 “To be filled as per the DPR approved by the Authority”		
35	Page 80 of 111 of Schedule_Tirupati-01042026 – Schedule 20 ‘The Energy generated from the WtE plant shall be generally used for captive purposes at Authority’s public infrastructure and for any other use with consent of Authority.		

S No.	Clause as per NIT	Clarification sought	Response To Query
	The power evacuation up to the specified point shall be responsibility of the agency, further distribution of energy shall be responsibility of Authority/Discoms as per terms of the PPA.'		
36	General	Generator – Synchronous type, 0.8pf, 11kV, 50Hz, four pole, 2 x 66% generator coolers, CACW brushless excitation system with excitation transformer suitable for continuous operation at Maximum Continuous Rating (MCR) with 0.8 PF (lag) under entire band of $\pm 10\%$ voltage variation and $\pm 5\%$ frequency variation (with combined variation of 10% absolute) without exceeding class 'B' limits. AVR shall be Digital type with one auto & one manual (1A + 1M) channel. One no generator protection relay shall be considered. NGR with motorized isolator considered in generator grounding system to limit fault current for 100A/10secs. Synchronizing facility has been considered for 3 nos breakers. Kindly confirm.	The Concessionaire is required to develop and operate the WtE plant, but not limited to, as per DCA Clause 2.1 following Good Industry Practices, Prudent industry standards, meeting all statutory requirement and compliances including emergencies / unforeseen circumstances, at all times during the Concession Period.
37	General	Switchyard – 1250A, 31.5KA/1 Sec, 50Hz, Air insulated outdoor switchyard comprising one no of grid transformer cum line bay.	The Concessionaire is required to develop and operate the WtE plant, but not limited to, as per DCA Clause 2.1 following Good Industry Practices, Prudent industry standards, meeting

S No.	Clause as per NIT	Clarification sought	Response To Query
		Switchyard equipment status signal shall be hooked up with plant main DCS. Separate SCADA is not required and not offered. Telemetry system, PLCC, Wave trap are not considered. Metering bay, telemetry system, transmission line and tower are in customer scope. Kindly confirm.	all statutory requirement and compliances including emergencies / unforeseen circumstances, at all times during the Concession Period.
38	General	11kV HT Panel – Indoor, 1250A Aluminium bus bar, 26.2kA for 1 sec. metal enclosed, draw out type with vacuum circuit breaker. Enclosure protection of HT panel shall be IP4X. All main protection relay shall be of numerical type and auxiliary relay shall be of electro mechanical type. Feeder incoming/outgoing terminal shall be through aluminium cables. Sheet steel thickness shall be 2.0mm for load bearing member and 1.6 mm for non-load bearing member. Max. Current density of aluminium shall be of 0.8A/Sq.mm and earthing conductor shall be of GI. Kindly confirm.	The Concessionaire is required to develop and operate the WtE plant, but not limited to, as per DCA Clause 2.1 following Good Industry Practices, Prudent industry standards, meeting all statutory requirement and compliances including emergencies / unforeseen circumstances, at all times during the Concession Period.
39	General	Grid transformer – One no. of continuous duty, oil immersed, outdoor type, 11/- kV (Customer to provide the voltage), ONAN, Solid earthing, Z=8%, YNd1, OLTC +/-10% instep of 1.25% for power evacuation purposes. Rating of transformer net power export (After inhouse consumption) +10% design margin.	The Concessionaire is required to develop and operate the WtE plant, but not limited to, as per DCA Clause 2.1 following Good Industry Practices, Prudent industry standards, meeting all statutory requirement and compliances including emergencies / unforeseen circumstances, at all times during the Concession Period.

S No.	Clause as per NIT	Clarification sought	Response To Query
		Temperature rise of oil over ambient is 50 Deg C and Temperature rise of winding over ambient is 55 Deg C. Losses shall be considered as per OEM. Kindly confirm.	
40	General	Auxiliary Distribution transformer- Oil immersed, outdoor type, 11/0.433kV, ONAN, Solid earthing, Z=6.25%, Dyn11, OCTC $\pm 5\%$ instep of 2.5% for power plant LV auxiliaries. Auxiliary distribution will be sized with 100% running and 30% of intermittent load excluding spare feeder and standby feeder loads. Considering 0.8 power factor for non-VFD load and 0.98 power factor for VFD loads and actual load factor with 10% design margin. Losses shall be considered as per IS1180 (Level-1). Transformers shall be sized for 1X100% basis if plant total load less than 2.5MVA and 2X50% shall be considered in total load greater than 2.5MVA. Kindly confirm.	The Concessionaire is required to develop and operate the WtE plant, but not limited to, as per DCA Clause 2.1 following Good Industry Practices, Prudent industry standards, meeting all statutory requirement and compliances including emergencies / unforeseen circumstances, at all times during the Concession Period.
41	General	LT Bus duct - Non-segregated phase aluminium bus bar with MS/Aluminium enclosure bus duct rating shall be Full load current of secondary winding of Transformer with allowable voltage variation. Enclosure protection of bus duct shall be IP54 for indoor and IP55 for outdoor application. Temperature rise of bus bar shall be as per IS	The Concessionaire is required to develop and operate the WtE plant, but not limited to, as per DCA Clause 2.1 following Good Industry Practices, Prudent industry standards, meeting all statutory requirement and compliances including emergencies / unforeseen circumstances, at all times during the Concession Period.

S No.	Clause as per NIT	Clarification sought	Response To Query
		standard. Max. Current density of aluminium shall be shall be 0.8A/Sq.mm and earthing shall be with GI material. Kindly confirm.	
42	General	LT Panel – LT panels shall be Non Draw-out type (Except ACB), Fuseless design, Conventional type (Non-intelligent), Single front (PCC & MLDB) / Double front (Other MCC), IP52 (up to 1600A) / IP42 (>1600A) degree of protection, Single incomer and the rating shall be suitable for running load excluding spare and standby feeders. Feeder rating up to 630A shall be MCCB and above 630A shall be ACB. Temperature rise of bus bars shall be as per IS. All motorised valves / damper are non integral starters. Thermal overload relay for motor rating up to 75KW. MPR for motor rating above 75KW. DOL for motor rating up to 37kW and Star delta for above 37kW. MPCB up to 18.5kW and MCCB for above 18.5kW All switchgear components shall be selected based on type 2 co-ordination. Totally 10% of the spare outgoing feeders shall be considered in each LT panel. Spare feeders will be considered only for drives which do not have standby arrangements. Local push button stations with IP54 (Indoor) / IP55 (Outdoor) – FRP/CRCA. Kindly confirm.	The Concessionaire is required to develop and operate the WtE plant, but not limited to, as per DCA Clause 2.1 following Good Industry Practices, Prudent industry standards, meeting all statutory requirement and compliances including emergencies / unforeseen circumstances, at all times during the Concession Period.

S No.	Clause as per NIT	Clarification sought	Response To Query
43	General	Motor – Constant speed and variable speed motors shall be fed with 415V supply. All motors shall be of squirrel cage, induction type, continuously rated for Duty type S1. TEFC cooling for all the LV motors and Enclosure protection shall be IP 54 for indoor and IP55 for outdoor construction. The Insulation of motors shall be of class F with temp rise limited to that of class B. Efficiency class of all LV motors shall be IE2 except VFD application motors, crane duty motors. Efficiency class is not applicable for VFD application motors, crane duty motors. Kindly confirm.	The Concessionaire is required to develop and operate the WtE plant, but not limited to, as per DCA Clause 2.1 following Good Industry Practices, Prudent industry standards, meeting all statutory requirement and compliances including emergencies / unforeseen circumstances, at all times during the Concession Period.
44	General	Cables - All power cable shall be XLPE insulated, Armoured, overall PVC outer Sheathed (Non FRLS). Control cable shall be PVC insulated, PVC outer sheath, armoured (Non FRLS). De-rating factor for the cable shall be 0.7. The cable voltage drop shall be 5% for running and 15% for starting. Kindly confirm.	The Concessionaire is required to develop and operate the WtE plant, but not limited to, as per DCA Clause 2.1 following Good Industry Practices, Prudent industry standards, meeting all statutory requirement and compliances including emergencies / unforeseen circumstances, at all times during the Concession Period.
45	General	DC System – One no. 110V DC system shall be considered for TG, switchyard and electrical panels DC auxiliaries. Also, DC system shall consist of 1 x 100% One no. of float charger and One no. of float	The Concessionaire is required to develop and operate the WtE plant, but not limited to, as per DCA Clause 2.1 following Good Industry Practices, Prudent industry standards, meeting all statutory requirement and compliances including emergencies / unforeseen

S No.	Clause as per NIT	Clarification sought	Response To Query
		cum boost charger (1FC + FCBC), one hour back up time with 1 x 100% VRLA type battery. Kindly confirm.	circumstances, at all times during the Concession Period.
46	General	UPS – 230V, 2x100% Parallel redundant with SCVS Bypass arrangement, 1X100% battery (12V) with 30mins backup time.	The Concessionaire is required to develop and operate the WtE plant, but not limited to, as per DCA Clause 2.1 following Good Industry Practices, Prudent industry standards, meeting all statutory requirement and compliances including emergencies / unforeseen circumstances, at all times during the Concession Period.
47	General	Illumination – Illumination levels and the type of fittings envisaged for the inside plant lighting to meet the IS requirements. LED type light fitting shall be considered. Kindly confirm.	The Concessionaire is required to develop and operate the WtE plant, but not limited to, as per DCA Clause 2.1 following Good Industry Practices, Prudent industry standards, meeting all statutory requirement and compliances including emergencies / unforeseen circumstances, at all times during the Concession Period.
48	General	Cable Tray and it supporting structure - Cable trays will be ladder/perforated type construction with 1.6mm thickness of GI material. Loading factor for cable trays shall be 90%. Support structure shall be welded design and fabricated at site. Short supports interval in main support is 1.5 Mtrs for locating cable tray. Main structure intervals shall be decided during detail design stage based on actual requirement / site condition. Kindly confirm.	The Concessionaire is required to develop and operate the WtE plant, but not limited to, as per DCA Clause 2.1 following Good Industry Practices, Prudent industry standards, meeting all statutory requirement and compliances including emergencies / unforeseen circumstances, at all times during the Concession Period.
49	General	VFD - 415V, 6 Pulse VFD - without bypass starter	The Concessionaire is required to develop and operate the WtE plant, but not limited to, as per

S No.	Clause as per NIT	Clarification sought	Response To Query
			DCA Clause 2.1 following Good Industry Practices, Prudent industry standards, meeting all statutory requirement and compliances including emergencies / unforeseen circumstances, at all times during the Concession Period.
50	General	DG set - 415V, Emergency DG set suitable for outdoor mounting.	The Concessionaire is required to develop and operate the WtE plant, but not limited to, as per DCA Clause 2.1 following Good Industry Practices, Prudent industry standards, meeting all statutory requirement and compliances including emergencies / unforeseen circumstances, at all times during the Concession Period.