

Queries/ Request for Additional Information: NIT, RFQ – DBFOO, RFP-DBFOO, PSA- DBFOO, RfS and PPA for 1600 MW Thermal and 5000 MW Solar Maha Power Project

Bidder-1 Queries Response

SN	Document	Clause Ref.	Existing provision	Suggested modification / comment / clarification required	Rationale	MSEDCL Response		
1.	NIT	Annexure-II Letter comprising the Bid (Page 8)		Kindly clarify to whom the said letter to be addressed?		The addressee details are mentioned below. <i>The Chief Engineer (Power Purchase), Maharashtra State Electricity Distribution Co. Limited, Prakashgad, Plot No. G-9, Anant Kanekar Marg Bandra (E), Mumbai, Maharashtra</i>		
2.	NIT	General	E-reverse auction	Kindly clarify that what parameters will the bidder be allowed to change during the E-reverse auction to be conducted?		During the e-Reverse auction, the bidder can reduce their bids for both Solar and Thermal tariffs along with any components.		
3.	NIT	General		We request the Utility to kindly conduct a mock auction on Bharat Portal at-least 15 days prior to the Bid Due Date.	The current process is a first of its kind and hence it is very necessary that bidders are familiar with the bidding portal. Hence, it is requested that a mock auction be conducted.	MSEDCL will endeavour to arrange mock auction on Bharat Portal prior to bid due date.		
4.	RFQ	1.1.1	Maharashtra State Electricity Distribution Company Limited, MSEDCL (the “Utility”) is engaged in the distribution of electricity and as part of this endeavour, the Utility has decided to procure electricity on a long term basis from 1600 MW capacity to be set up on Super Critical Technology or Ultra Super Critical Technology Power Station (the “Project”) through Public-Private Partnership (the “PPP”) on Design, Build, Finance, Own and Operate (the “DBFOO”) basis by sourcing fuel with linkage coal from Coal India / its subsidiaries arranged by Utility pursuant to allocation under para B (iv) of SHAKTI Scheme of Govt. of India, and has, therefore decided to carry out the Bidding Process for selection of a corporate entity(ies) as the Bidder to whom the contract may be awarded for production of electricity and supply thereof as per the terms and conditions specified in the Bidding Documents.	Maharashtra State Electricity Distribution Company Limited, MSEDCL (the “Utility”) is engaged in the distribution of electricity and as part of this endeavour, the Utility has decided to procure electricity on a long term basis from 1600 MW capacity to be set up on Super Critical Technology or Ultra Super Critical Technology Power Station (the “Project”) through Public-Private Partnership (the “PPP”) on Design, Build, Finance, Own and Operate (the “DBFOO”) basis by sourcing fuel with linkage coal from Coal India / its subsidiaries arranged by Utility pursuant to allocation under para B (iv) of SHAKTI Scheme of Govt. of India, and has, therefore decided to carry out the Bidding Process for selection of a corporate entity(ies) as the Bidder to whom the contract may be awarded for production of electricity and supply thereof as per the terms and conditions specified in the Bidding Documents.	Utilizing ultra-supercritical technology will ultimately result in increase of operational parameters of the Project and reduce the emission in environment and therefore development of power station having ultra-supercritical technology is recommended.	No change is proposed.		
5.	RFQ	1.1.1	The term “New Power Station” or “Power Station” or “Project” means the generating station of which the construction is commenced after the Date of Letter of Award (LoA) and grid synchronization, commissioning and COD of its Units are achieved as per the terms of the Power Supply Agreement (PSA) and as described in Schedules A and B of the PSA-DBFOO. For the avoidance of doubt, it is clarified that construction for this purpose would mean that the Bidder has placed the order for supply of Boiler, Turbine and Generator package after the date of Letter of Award (LoA).	The term “New Power Station” or “Power Station” or “Project” means the generating station of which the construction is commenced after the Date of Letter of Award (LoA) issuance of NIT and grid synchronization, commissioning and COD of its Units are achieved as per the terms of the Power Supply Agreement (PSA) and as described in Schedules A and B of the PSA-DBFOO. For the avoidance of doubt, it is clarified that construction for this purpose would mean that the Bidder has placed the order for supply of Boiler, Turbine and Generator package after the date of Letter of Award (LoA) issuance of NIT.	The definition of new power station should be linked to the period post issuance of the current NIT and tender document and hence the suggested change.	The suggested changes are acceptable.		
6.	RFQ	1.1.1	Table: Capacity Required at Maharashtra State Periphery (in MW): 1496 MW	Kindly clarify how has the capacity of 1496 MW been derived. What auxiliary consumption and losses have been considered?		The capacity of 1496 MW is derived from a gross capacity of 1600 MW, considering an auxiliary consumption rate of 6.5%.		
7.	RFQ	1.1.1	Table: Period when supply must commence: Unit #1-42 (forty two) months from Appointed Date Unit #2-48 (forty eight) months from Appointed Date	We request the Utility to kindly modify the provision as under: Period when supply must commence: Unit #1- 42 (forty two) 54 (fifty four) months from Appointed Date Unit #2- 48 (forty eight) 60 (sixty) months from Appointed Date	Based on past experience, it is seen that usually development of a new power station, including time for land allocation, R&R etc. takes about 5 - 6 years. Hence it is requested to kindly modify the required commissioning timelines as suggested.	No change is proposed		
8.	RFQ	1.2	Brief description of Bidding Process 1.2.1 The Utility has adopted a two-stage bidding process (collectively referred to as the “Bidding Process”) for selection of the Bidder for award of the	We understand that the mode of payment of cost of RFQ-DBFOO process, i.e., INR 1,60,000 plus GST will be through Demand Draft. Kindly clarify the name and other details of beneficiary for the said Demand Draft?		The bank details for Demand Draft/ making online payment of non-refundable fee of Rs.1,60,000 +18% GST are mentioned below: <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:50%; padding: 2px;">Name of Bank</td> <td style="width:50%; padding: 2px;">Bank of India</td> </tr> </table>	Name of Bank	Bank of India
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			Project. The first stage (the “ Qualification Stage ”) of the process involves qualification (the “ Qualification ”) of interested parties/ consortia who make an Application in accordance with the provisions of this RFQ - DBFOO (the “ Applicant ”, which expression shall, unless repugnant to the context, include the Members of the Consortium). Prior to making an Application, the Applicant shall pay to the Utility a sum of Rs 1,60,000 (Rupees one lakh sixty thousand only) plus 18% GST as the cost of the RFQ - DBFOO process which is non- refundable. At the end of this stage, the Utility will announce a list of suitable pre-qualified Applicants who shall be eligible for participation in the second stage of the Bidding Process (the “ Bid Stage ”) comprising Request for Proposals (the “ Request for Proposals-DBFOO ” or “ RFP-DBFOO ”).			<table border="1"> <tr> <td>Branch Name</td> <td>Mumbai Large Corporate Branch</td> </tr> <tr> <td>Account No.</td> <td>016020110000033</td> </tr> <tr> <td>Name of Account Holder by Designation</td> <td>Maharashtra State Electricity Distribution Co Ltd.</td> </tr> <tr> <td>IFSC Code</td> <td>BKID0000160</td> </tr> <tr> <td>TYPE OF ACCOUNT</td> <td>CURRENT ACCOUNTS</td> </tr> <tr> <td>Address</td> <td>Mumbai Large Corporate, 70/80, MG Road, Fort, Maharashtra</td> </tr> </table>	Branch Name	Mumbai Large Corporate Branch	Account No.	016020110000033	Name of Account Holder by Designation	Maharashtra State Electricity Distribution Co Ltd.	IFSC Code	BKID0000160	TYPE OF ACCOUNT	CURRENT ACCOUNTS	Address	Mumbai Large Corporate, 70/80, MG Road, Fort, Maharashtra
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9.	RFQ	1.2.1 Government of India has issued guidelines (see Appendix-V) for qualification of Bidders seeking to acquire stakes in any public sector enterprise through the process of disinvestment. These guidelines shall apply mutatis mutandis to this Bidding Process. The Utility shall be entitled to disqualify an Applicant in accordance with the aforesaid guidelines at any stage of the Bidding Process. Applicants must satisfy themselves that they are qualified to Bid, and should give an undertaking to this effect in the form at Appendix-I.	Kindly modify the provision as under: Government of India has issued guidelines (see Appendix-V) for qualification of Bidders seeking to acquire stakes in any public sector enterprise through the process of disinvestment. These guidelines shall apply mutatis mutandis to this Bidding Process. The Utility shall be entitled to disqualify an Applicant in accordance with the aforesaid guidelines at any stage of the Bidding Process. Applicants must satisfy themselves that they are qualified to Bid, and should give an undertaking to this effect in the form at Appendix-I.	There is no “process of disinvestment” involved in this bidding process. Hence, the said provision may kindly be deleted.	No change is proposed.												
10.	RFQ	1.2.4	In the Bid Stage, the Bidders will be called upon to submit their financial offers (the “ Bids ”) in Portal in accordance with the RFP-DBFOO and other documents to be provided by the Utility (collectively the “ Bidding Documents ”). The Bidding Documents for the Project will be provided to every Bidder on payment of Rs. 5,00,000 (Rs. Five lakh only) plus 18% GST which is non-refundable in the manner specified in RFP-DBFOO. The Bid shall be valid for a period of not less than 120 days from the date specified in Clause 1.3 for submission of Bids (the “ Bid Due Date ”).	Kindly clarify what will be the mode of payment for the payment of Rs. 5,00,000 plus 18% GST?		Refer Clause 1.2.1 of the RFP. Please note online payments are also acceptable. The bank details of MSEDCL for online payments are as mentioned above.												
11.	RFQ	1.2.5	Bid Security	It is requested that only one Bid Security be required to be submitted by the Bidders (instead of separate bid securities under the Thermal RfP and Solar RfS).	It is pertinent to note that the current tendering process requires bidders to mandatorily offer both thermal and solar capacities in full. As per the current documents for thermal and solar, the Bidders will be required to submit separate Bid Securities under the Thermal RfP and Solar RfS. This will impose a financial burden on bidders, and hence it is requested that only one common Bid Security be required to be submitted by a bidder.	No change is proposed												
12.	RFQ	1.3	Schedule of Bidding Process 5. Bid Due Date	Kindly clarify whether the Bid Due Date mentioned in Clause 1.3 of RFQ means the date of RFQ submission or the date of Price Bid submission?		The bid due date for both the RFQ and RFP is the same, and both documents must be submitted together.												
13.	RFQ	2.2.1 (d)	An Applicant shall be liable for disqualification if any legal, financial or technical adviser of the Utility in relation to the Project is engaged by the Applicant, its Member or any Associate thereof, as the case may be, in any manner for matters related to or incidental to the Project. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Applicant, its Member or Associate in the past but its assignment expired or was terminated prior to the Application Due Date. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three)	It is requested to specify the legal, financial or technical advisers of the utility in relation to the project.		Bidders are advised to satisfy themselves before appointing any legal, financial, or technical advisers for matters related to or incidental to the project.												

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			years from the date of commercial operation of the Project.			
14.	RFQ	2.2.2 B (Financial Capacity)	Financial Capacity: The Applicant shall have a minimum Net Worth (the “ Financial Capacity ”) equivalent to Rs. 2400 crore (Rupees two thousand four hundred crore) at the close of the preceding financial year.	Kindly modify the provision as under: Financial Capacity: The Applicant shall have a minimum Net Worth (the “ Financial Capacity ”) equivalent to Rs. 2400-1496 crore (Rupees two-one thousand four hundred <u>ninety six</u> crore) at the close of the preceding financial year.	Considering the large capacity of the Project and given that bidders are required to quote only full capacity, the Net Worth requirement may be kept as 1 crore per MW of Contracted Capacity (i.e., INR 1,496 Cr). This will allow maximum participation and increase the competition in the bidding process and lead to better tariff discovery. Thus, the Utility may kindly reduce the Net-worth criteria.	Please note the update in the clause as under Financial Capacity: The Applicant shall have a minimum Net Worth (the “Financial Capacity”) equivalent to Rs. 1600 crore (Rupees one thousand six hundred crore) at the close of the preceding financial year.
15. nd	RFQ	2.2.2 B (Financial Capacity)	..... The Financial Capacity as stipulated above shall be considered basis balance Net Worth available after meeting the Net Worth requirement under Eligibility Criteria as per the RfS for procurement of Solar Power (RfS No. [])	Kindly modify the provision as under: Higher of The Financial Capacity as stipulated above shall be considered basis balance Net Worth available after meeting the Net Worth requirement under RFO for thermal power as stipulated above and Eligibility Criteria as per the RfS for procurement of Solar Power (RfS No. []) <u>will be considered for qualification of Financial Capacity.</u>	The said provision leads to the Net Worth criteria increasing substantially. The net-worth should not be taken on combined basis and at most, the highest of the two may be kept as threshold. In order to allow maximum participation and increase the competition in the bidding process, the Utility may kindly consider as suggested.	No change is proposed
16.	RFQ	2.2.6	Where the Applicant is a single entity, it may be required to form an appropriate Special Purpose Vehicle, incorporated under the Indian Companies Act, 1956/ 2013 (the “SPV”), to execute the PSA-DBFOO and implement the Project. In case the Applicant is a Consortium, it shall, in addition to forming an SPV, comply with the following additional requirements:	Kindly modify the provision as under: Where the Applicant is a single entity, it may be required to form an appropriate Special Purpose Vehicle, incorporated under the Indian Companies Act, 1956/ 2013 (the “SPV”), to execute the PSA-DBFOO and implement the Project. <u>However, in case if Applicant is a single entity, the group company of the Applicant or group company of the promotor of the Applicant may be permitted to set up a SPV for implementing the Solar power project as required under the NIT.</u> In case the Applicant is a Consortium, it shall, in addition to forming an SPV, comply with the following additional requirements:	Since bidders are requested to offer both Thermal and Solar power, it would not be feasible for thermal power producer to have stake in Solar SPV and for solar power producer to have stake in Thermal SPV. This is because, for instance, the lending covenants of green energy company would not permit investments in coal based power. Similarly, the AOA/business objects of a thermal power company may not have provision for investment in renewable energy projects. Therefore, group companies of the Applicant or group company of the promotor of the Applicant should be allowed to set up the Solar plant / thermal plant as applicable. In any case, since the PPA’s will operate independently, permitting separate SPV will not adversely impact the Utility in any way.	The suggested changes are acceptable.
17.	RFQ	2.2.8	An Applicant including any Consortium Member or Associate should..... If any Associate of the Applicant or the Consortium member has defaulted under the financing agreement(s) or admitted into CIRP or liquidation process by NCLT, such Applicant/ Consortium will not be eligible for the Bidding Process.	Kindly clarify that such restriction regarding an Associate, shall not apply to those entities that have been acquired by an Applicant following a CIRP / NCLT process.		It is clarified that the said restriction shall not apply to those entities that have been acquired by an applicant following a Corporate Insolvency Resolution Process (CIRP) or National Company Law Tribunal (NCLT) process.
18.	RFQ	2.13.1 Documents to be submitted online		Please confirm that the Bidder is required to submit only the following documents in hard-copy: 1. Power of Attorney for signing Application and Bid as per Appendix-II. 2. Power of Attorney for Lead member of consortium as per Appendix-III. (if applicable) 3. Copy of Joint Bidding Agreement. (if applicable) 4. Demand Draft for payment of Bidding Documents We understand that all other documents related with the RFQ stage are required to submit online on portal. Kindly confirm.		All the documents mentioned in Clause 2.13.1 are to be submitted online. Only Demand Draft(s)/ Bid Security in the form of Bank Guarantee are to be submitted offline to the Chief Engineer (Power Purchase) at MSEDCL office at address mentioned below: <i>Maharashtra State Electricity Distribution Co. Limited, Prakashgad, Plot No. G-9, Anant Kanekar Marg Bandra (E), Mumbai, Maharashtra</i>
19.	RFQ	Appendix-I (Letter Comprising the Application for Pre-Qualification) Annex-V		Kindly clarify to whom the said letter to be addressed?		The letter must be addressed to <i>The Chief Engineer (Power Purchase), Maharashtra State Electricity Distribution Co. Limited, Prakashgad, Plot No. G-9, Anant Kanekar Marg</i>

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		(Statement of Legal Capacity)				<i>Bandra (E), Mumbai, Maharashtra</i>
20.	RFQ	Appendix-I (Letter Comprising the Application for Pre-Qualification)	11. I/ We certify that in regard to matters other than security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates have not been convicted by a Court or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.	Kindly modify the provision as under: 11. I/ We certify that in regard to matters other than security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates have not been convicted by a Court or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.	It may be noted that mere indictment/ accusation should not be a disqualification criterion under any law even for contesting the election, until & unless the person is convicted by a Court. Hence, we request the Point No. 11 may be modified as suggested.	No change is proposed.
21.	RFQ	Appendix-I (Letter Comprising the Application for Pre-Qualification)	14. I/ We further certify that we are qualified to submit a Bid in accordance with the guidelines for qualification of Bidders seeking to acquire stakes in Public Sector Enterprises through the process of disinvestment issued by the GOI vide Department of Disinvestment OM No. 6/4/2001-DD-II dated 13th July, 2001 which guidelines apply mutatis mutandis to the Bidding Process. A copy of the aforesaid guidelines forming part of the RFQ - DBFOO at Appendix-V is enclosed.	The provision may kindly be deleted.	There is no “process of disinvestment” involved in this bidding process. Hence, the said provision may kindly be deleted.	No change is proposed.
22.	RFQ	Appendix-I (Annex-I)	7. A statement by the Applicant and each of the Members of its Consortium (where applicable) or any of their Associates disclosing material non- performance or contractual non-compliance in past projects, contractual disputes and litigation/ arbitration in the recent past is given below (Attach extra sheets, if necessary):	We understand that the words “recent past” refers to events occurring within a period of 1 year prior to submission of the Application Due Date (RFQ submission date). Kindly confirm.		It is clarified that the required statement is to be provided for specified events occurring within a period of 1 year prior to the submission of the Application Due Date (RFQ submission date).
23.	RFQ	Appendix I Annexure IV (Instruction – 13)	Certificate from the Statutory Auditor regarding PPP projects ^Φ Based on its books of accounts..... We further certify that the total estimated capital cost of the project is Rs. cr. (Rupees .....crore), of which Rs. cr. (Rupees crore) of capital expenditure was incurred during the past five c o m p l e t e d financial years as per year- wise details noted below: We also certify that the eligible annual revenues collected and appropriated by the aforesaid project company in terms of Clauses 3.2.1 and 3.2.3 (d) of the RFQ - DBFOO during the past five financial years were Rs. cr. as per year-wise details noted below:	Please modify the format as under: Certificate from the Statutory Auditor regarding PPP projects ^Φ Based on its books of accounts..... We further certify that the <u>total project cost/</u> total estimated capital cost of the project is Rs. cr. (Rupees .....crore), of which Rs. cr. (Rupees crore) of capital expenditure was incurred during the past five c o m p l e t e d financial years as per year- wise details noted below: We also certify that the eligible annual revenues collected and appropriated by the aforesaid project company in terms of Clauses 3.2.1 and 3.2.3 (d) of the RFQ - DBFOO during the past five financial years were Rs. cr. as per year-wise details noted below:	Second paragraph does not distinguish fully between projects that are already constructed and projects that are still under construction. Therefore, draft modification is suggested.	The suggested changes are acceptable.
24.	RFQ	Appendix I Annexure VI Particulars of Power Station		Kindly delete this Annexure VI.	This Annexure is not relevant in the present bidding process since it requires bidders to develop the new power station. Accordingly, we request you to kindly remove the Annexure.	The suggested changes are acceptable.
25.	RFQ	Appendix I (Net-worth certificate) (PPP Projects certificate) Any other auditor certificate		Request you to please permit bidders to submit the certificates relating to Financial and Technical Capacity as per the ICAI guidelines.	It may be noted that the SBD does not specify the Net worth certificate format, and the format added by the Utility is not aligned with ICAI guidelines. Statutory Auditors have to follow the guidelines specified by Institute of Chartered Accountants of India (ICAI), for issuance of the certificates as specified in the RFQ and therefore, the format of the certificates would be as per the said guidelines.	The suggested changes are acceptable.

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					You will appreciate that the auditors cannot deviate from the prescribed guidelines in view of their professional code.	
26.	RFQ	Appendix I Annexure VII	<p>Certificate from the Statutory Auditor regarding Net Worth of Applicant & Undertaking by the Applicant regarding submission of latest audited financial statements Certificate</p> <p>This is to certify that the Net Worth of.....</p> <p>.....</p> <p>This is further certified that the audited financial statements of (name of the Applicant/Member/Associate) for the financial year are not ready as on date and therefor the Net Worth has been calculated based on the audited financial statement for the financial year ____.</p> <p>Undertaking:</p> <p>We, (name of the Applicant/Member/Associate), hereby undertake to submit to the Utility the audited financial statements of the financial year at the Bid Stage after the same becomes available as required under Clause 3.4.2 of RFQ-DBFOO.</p> <p>.....</p>	<p>The last completed Financial Year would be 2023-24, while the current financial year is 2024-25.</p> <p>Kindly clarify and confirm that in case the Applicant is submitting Net-worth on the basis of the last completed financial year i.e. 2023-24, it would not be required to retain the text as mentioned below in the Net-worth certificate:</p> <p><i>“This is further certified that the audited financial statements of (name of the Applicant/Member/Associate) for the financial year are not ready as on date and therefor the Net Worth has been calculated based on the audited financial statement for the financial year ____.”</i></p> <p>Kindly, also confirm that in the above case i.e. if the Audited statements of FY 22-23 are being submitted by the Applicant, the undertaking would not be required to be submitted by the bidder. In case the undertaking is required to be submitted, kindly confirm the said undertaking is to be submitted separately by the bidder (i.e., being not part of the Statutory Auditor certificate for net-worth).</p>		<p>Please note that if the Certificate from the Statutory Auditor regarding the Net Worth of the Applicant is submitted for the financial year 2023-24, the following may not be required as mentioned in Appendix I, Annexure VII</p> <ol style="list-style-type: none"> 1) The declaration “This is further certified that the audited financial statements of (name of the Applicant/Member/Associate) for the financial year are not ready as on date and therefor the Net Worth has been calculated based on the audited financial statement for the financial year ____.” 2) Undertaking <p>In case, audited statements for FY 2022-23 are being provided by the Applicant/Member/ Associate, then the undertaking may be submitted separately by the bidder.</p>
27.	RFQ	Appendix-IV Joint Bidding Agreement for Consortium Recital A (Page 15)	(A) *****, established/incorporated under the Indian Companies Act, 1956, represented by its [Chairman] and having its principal offices at *****(hereinafter referred to as the “Utility” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited applications (the “Applications”) by its Request for Qualification No. dated (the “RFQ - DBFOO”) for pre-qualification of Bidders for development and operation of ***** Project (the “Project”) through public private partnership.	Kindly provide the details of the Utility as required in the Recital (A).		<p>Details of the utility are mentioned here under</p> <p>Name: Maharashtra State Electricity Distribution Co. Ltd Principal Office: Prakashgad, Plot No. G-9, Anant Kanekar Marg Bandra (E), Mumbai, Maharashtra</p>
28.	RFQ	Appendices: Power of Attorney, Power of Attorney for Lead Member of Consortium, Joint Bidding Agreement for Consortium		The Utility has indicated that the said Appendices should be on a “non-judicial stamp paper of requisite value as per applicable law”. Kindly provide the value of the stamp paper.		This has to be ensured by the Bidder depending on the place of execution of relevant document.
29.	RFP	1.1.1	The term “New Power Station” or “Power Station” or “Project” means the generating station of which the construction is commenced after the Date of Letter of Award (LoA) and grid synchronization, commissioning and COD of its Units are achieved as per the terms of the Power Supply Agreement (PSA) and as described in Schedules A and B of the PSA-DBFOO. For the avoidance of doubt, it is clarified that construction for this purpose would mean that the Bidder has placed the order for supply of Boiler, Turbine and Generator package after the date of Letter of Award (LoA).	<p>Kindly modify the provision as under:</p> <p>The term “New Power Station” or “Power Station” or “Project” means the generating station of which the construction is commenced after the Date of Letter of Award (LoA) <u>date of issuance of NIT</u> and grid synchronization, commissioning and COD of its Units are achieved as per the terms of the Power Supply Agreement (PSA) and as described in Schedules A and B of the PSA-DBFOO. For the avoidance of doubt, it is clarified that construction for this purpose would mean that the Bidder has placed the order for supply of Boiler, Turbine and Generator package after the date of Letter of Award (LoA) <u>issuance of NIT</u>.</p>	The definition of new power station should be linked to the period post issuance of the current NIT and tender document and hence the suggested change.	The suggested changes are acceptable.
30.	RFP	1.1.1	Table: Period when supply must commence: Unit #1-42 (forty two) months from Appointed Date Unit #2-48 (forty eight) months from Appointed Date	The timeline of power supply commencement is different from what is provided under the Article 11.1 of the PSA published by the Utility (i.e., 42 months from the Appointed Date) Kindly clarify. Notwithstanding anything mentioned in the RFP or PSA, we request the Utility to kindly modify the provision as under: Period when supply must commence:	Based on past experience, it is seen that usually development of a new power station, including time for land allocation, R&R etc. takes about 5 - 6 years. Hence it is requested to kindly modify the required commissioning timelines as suggested.	No changes proposed.

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				Unit #1- 42 (forty two) 54 (fifty four) months from Appointed Date Unit #2- 48 (forty eight) 60 (sixty) months from Appointed Date		
31.	RFP	1.2.1	..... Prior to participating in the e-Bidding events, the Bidder shall pay to the Utility a sum of Rs 5,00,000 (Rupees Five Lakh Only) inclusive of taxes as the cost of the RFP-DBFOO process by Demand Draft in the name of "Maharashtra State Electricity Distribution Company Limited" payable at Mumbai and submit the same in the office of the Utility at Mumbai or as provided for in Clause 1.4 and obtain the acknowledgement of the Draft....	Kindly clarify whether the fees of the RFP-DBFOO is the same as the fees specified in the clause 1.2.4 of the RFQ-DBFOO document.		It is clarified, the fees of the RFP-DBFOO are the same as those specified in clause 1.2.4 of the RFQ-DBFOO document.
32.	RFP	2.8 (Clarification)	2.8.1 Bidders requiring any clarification on the RFP-DBFOO may notify the Utility in writing by speed post/courier/special messenger and by e-mail attaching the queries in Microsoft Word file in accordance with Clause 1.2.11. They should send in their queries on or before the date mentioned in the Schedule of Bidding Process specified in Clause 1.3. The Utility shall endeavour to respond to the queries within the period specified therein, but no later than 15 (fifteen) days prior to the Bid Due Date. The responses will be sent by e-mail. The Utility will forward all the queries and its responses thereto, to all Bidders without identifying the source of queries.	There is no clause referring 1.2.11 in the RFP document. Kindly clarify.		The correct reference in the RFP document is clause 1.2.10, not clause 1.2.11. Kindly refer to clause 1.2.10 for the relevant information.
33.	RFP	2.11.1	2.11.1 Documents to be submitted online (in Original) The bidder must submit the original of the following document offline: Bank Guarantee towards Bid Security to the address mentioned below: Bank Guarantee for bid security needs to be submitted in both online and offline modes. The bidders will be required to submit the bank guarantee, either in person or through post, at the office of MSEDCL until the date as on 7 working days after the closing date of bid submission. The 7-day duration will be counted from the date of bid submission. For e.g., if the bid submission deadline is 18:00 hrs on 01.03.2024, the above deadline will expire at 18:00 hrs on 03.03.2024. In case the above deadline being a holiday, the next working day in MSEDCL will be the deadline for submission of Bank Guarantees. Note: In all cases, the Bank Guarantee for bid security (if applicable), shall be issued on or before the bid submission deadline. These instruments issued after the expiry of the deadline will be summarily rejected.	Kindly modify the provision as under: 2.11.1 Documents to be submitted online-offline (in Original) The bidder must submit the original of the following document offline: Bank Guarantee towards Bid Security to the address mentioned below: Bank Guarantee for bid security needs to be submitted in both online and offline modes. The bidders will be required to submit the bank guarantee, either in person or through post, at the office of MSEDCL until the date as on 7 working days after the closing date of bid submission. The 7-day duration will be counted from the date of bid submission. For e.g., if the bid submission deadline is 18:00 hrs on 01.03.2024, the above deadline will expire at 18:00 hrs on 03 07.03.2024. In case the above deadline being a holiday, the next working day in MSEDCL will be the deadline for submission of Bank Guarantees. Note: In all cases, the Bank Guarantee for bid security (if applicable), shall be issued on or before the bid submission deadline. These instruments issued after the expiry of the deadline will be summarily rejected.	We understand that the original copy of Bid Security needs to be submitted within 7 days after the bid submission date. Accordingly, this provision may kindly be modified.	The suggested changes are acceptable.
34.	RFP	2.12	2.12. Bid Due Date 2.12.1 Bids should be submitted online latest by 1500 hours IST on the Bid Due Date and the Enclosures of the Bid to be submitted as per the date and place specified in Clause 2.11.5 in this RFP-DBFOO.	There is no clause 2.11.5 in the RFP document. Kindly check the clause reference and clarify.		Please note that the bid has to be submitted in accordance with the clause 2.11
35.	RFP	3.2.1 (B)	3.2 Tests of responsiveness 3.2.1 Prior to evaluation of Bids, the Utility shall determine whether each Bid is responsive to the requirements of this RFP-DBFOO. A Bid shall be considered responsive only if: (a)..... (b) it is submitted online on Portal and Enclosures of the Bid are received at the address as specified in Clause	There is no clause 2.11.5 in the RFP document. Kindly check the clause reference and clarify.		The correct reference in the RFP document is clause 2.11, not clause 2.11.5. Kindly refer to clause 2.11 for the relevant information.

SN	Document	Clause Ref.	Existing provision	Suggested modification / comment / clarification required	Rationale	MSEDCL Response
			2.11.5 by the time and date as specified in Clause 2.12.1 including any extension thereof pursuant to Clause 2.12.2;			
36.	RFP	3.5.1 and 3.5.2	<p>Bid Parameter</p> <p>3.5.1 The Bid shall comprise the Tariff offered by the Bidder for production and supply of electricity to the Utility in accordance with the provisions of the PSA-DBFOO. The Tariff comprising the Bid shall be offered in accordance with the provisions of Clause 3.5.2.</p> <p>3.5.2 (a) Since the Bidder is expected to source coal from Coal India Limited (the "CIL") or a subsidiary thereof from Coal Linkage as per SHAKTI policy (Allocated Coal Mine) arranged by the Utility, the cost of Fuel which shall be included in the Fuel Charge shall be a "pass through" in accordance with the terms of the PSA-DBFOO. However, the element of coal transportation and transit losses may vary from case to case and shall affect the Fuel Charge offered by each Bidder. The Bid for the Project shall, therefore, comprise the Fixed Charge, and Fuel Charge, which shall be specified separately (as per Appendix-I of RFP), and the Bidder seeking the lowest Tariff shall be the Selected Bidder. The Base Fixed Charge shall not be more than 70% of the Tariff and the Base Fuel Charge shall not be more than 50% of the Tariff.</p>	<p>Bid Parameter</p> <p>3.5.1 The Bid shall comprise the Tariff offered by the Bidder for production and supply of electricity to the Utility in accordance with the provisions of the PSA-DBFOO. The Tariff comprising the Bid shall be offered in accordance with the provisions of Clause 3.5.2.</p> <p>3.5.2 (a) Since the Bidder is expected to source coal from Coal India Limited (the "CIL") or a subsidiary thereof from Coal Linkage as per SHAKTI policy (Allocated Coal Mine) arranged by the Utility, the cost of Fuel which shall be included in the Fuel Charge shall be a "pass through" in accordance with the terms of the PSA-DBFOO. However, the element of coal transportation and transit losses may vary from case to case and shall affect the Fuel Charge offered by each Bidder. The Bid for the Project shall, therefore, comprise the Fixed Charge, and Fuel Charge, which shall be specified separately (as per Appendix-I of RFP), and the Bidder seeking the lowest Tariff shall be the Selected Bidder <u>in conformity with the provisions of Notice Inviting Tender</u>. The Base Fixed Charge shall not be more than 70% of the Tariff and the Base Fuel Charge shall not be more than 50% of the Tariff.</p>	As per the provisions of NIT, the Bid will be evaluated based on the lowest Weighted Average Tariff quoted by the Bidder (i.e., Weighted Average Tariff of Thermal and Solar Power), the clauses need to be modified accordingly as the selection of bidder will be done in accordance with provisions of Notice Inviting Tender (NIT).	The suggested changes are acceptable.
37.	RFP	3.5.3	It should noted that the power will be scheduled through Utilities GNA quantum. Thus, transmission charges will be recovered from supplier in its energy bill on prorata basis of GNA charges paid by the Utility in respective billing month, calculated on basis of contracted capacity.	We request the Utility to delete the clause 3.5.3 as it is already covered under the draft PSA.	As per the draft PSA published by the Utility, the intra-state an inter-state transmission charges till the delivery point will be borne by the Utility. Thus, we request the Utility to kindly delete the clause 3.5.3.	Please refer Corrigendum No.1.
38.	RFP	Appendix I – Letter comprising bid		Kindly clarify to whom the said letter to be addressed?		The letter must be addressed to the details mentioned below. <i>Chief Engineer (Power Purchase), Maharashtra State Electricity Distribution Co. Limited, Prakashgad, Plot No. G-9, Anant Kanekar Marg Bandra (E), Mumbai, Maharashtra</i>
39.	RFP	Appendix I – Letter comprising bid	4. I/ We acknowledge the right of the Utility to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.	The Utility may kindly delete this clause.	The undertaking of Waiver of right to challenge, is arbitrary and not permitted in law.	No change is proposed.
40.	RFP	Appendix I – Letter comprising bid	18. I/ We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Utility in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.	The Utility may kindly delete this clause.	The undertaking of Waiver of right to challenge, is arbitrary and not permitted in law.	No change is proposed.
41.	RFP	Appendix I – Letter comprising bid	24. The copy of Bid Security in the form of a Bank Guarantee is attached. The original has been submitted along with "Enclosures of the Bid" at the address specified in Clause 2.11.5.	Kindly modify the provision as under: 24. The copy of Bid Security in the form of a Bank Guarantee is attached. The original has been submitted along with "Enclosures of the Bid" at the address specified in Clause 2.11.5.	As per Clause 2.11.1 of the RFP document, original copy of the Bid Security needs to be submitted within 7 days after the bid submission date. Accordingly, this provision may kindly be deleted or modified suitably.	Please note the modified clause shall read as follows: The copy of Bid Security in the form of a Bank Guarantee is attached. The original shall be submitted by ____ [insert date which is 7 days from Bid Due date as mentioned in clause 2.11.1].
42.	RFP	Appendix I – Letter comprising bid	33. I/ We hereby submit (d) Rs. ... and paise \$ (Rupees ... and paise...) per kWh on Taxes/Duties/CESS etc. (Loading of individual parameters)	The Utility may kindly delete the sub point (d).	Bidders should not be asked to quote cost of Taxes/Duties/CESS separately as it should be considered as a part of cost of fuel and cost of transportation. Hence, the Utility may kindly delete the component of Taxes/Duties/CESS?	Please refer Corrigendum No. 1.

SN	Document	Clause Ref.	Existing provision	Suggested modification / comment / clarification required	Rationale	MSEDCL Response																																																																								
					In any case, the same will not be aligned with Article 22 of the PSA.																																																																									
43.	RFP	Appendix I – Letter comprising bid	33. I/ We hereby submit the following Bid and offer..... I/we have considered the freight payable to Indian Railways for coal transportation (inclusive of taxes) as Rs/tonne. The distance considered for transportation of coal from mines to plant locations has been taken as kms.	Kindly clarify: 1 – Kindly modify the provisions as under: 33. I/ We hereby submit the following Bid and offer..... I/we have considered the freight payable to Indian Railways for coal transportation (inclusive of taxes) as Rs/tonne. The <u>Weighted average</u> distance considered for transportation of coal from mines to plant locations has been taken as kms. 2 – What all taxes are to be considered by bidders for coal transportation? 3 – It is seen that some mines sometimes do not have railway connectivity / sidings and accordingly, coal needs to be transported via road. The same could also be applicable at the plant end wherein end-point railway connectivity at plant side may not be feasible. In such a case, how will the element of road transport be considered by bidders?	Based on past bids, it is seen that if the coal is being arranged by Utility under the Para B(iv) of SHAKTI Policy, there is a high possibility of the coal coming from a basket of mines located at different regions and different distances for transportation. Hence, it is requested that Weighted average distance should be considered for freights payable to Indian Railways. Further, other clarification are also very critical since it involves huge financial implication.	1) The suggested change is acceptable. However, the bidder must furnish the calculation/details considered for calculating the weighted average distance. 2) The transportation cost must include all the taxes as applicable. 3) Road transportation if applicable upto nearest railway siding from the mine, must be included by the Bidder in the transportation cost. Bidder to mention the details of the Road Transportation (total distance __km and total coal transportation cost (inclusive of taxes) as Rs/tonne. 4) Any road transportation at the plant side, if applicable, has to be borne by the Bidder																																																																								
44.	RFP	Appendix I – Letter comprising bid	33. I/ We hereby submit the following Bid and offer..... I/we hereby submit that we would be sourcing the coal from coal linkage allocated vide Letter of Assurance /FSA dated (copy enclosed). The notified price as per Letter of Assurance /FSA is Rs. _____per MT and GCV of _____kCal/Kg. The ex-mine cost of coal for the above coal linkage allocation as intimated by Utility vide communication dated _____is Rs. ____ / MT.	This para should be omitted. Further, it may be noted that the fuel source is given by the Utility which will be the same for all bidders. So, it will be prudent if the Utility itself provides the following parameters to be considered for the purpose of bid: (1) Weighted Average Cost of Fuel and (2) Weighted Average GCV of Fuel.	It is pertinent to note that under the present bidding process, fuel is being arranged by the Utility under Para B(iv) of SHAKTI Policy. Thus, fuel source will be the same for all bidders. In view of the same, it is suggested that the Utility itself provide the values of Wt. Avg cost of fuel and GCV to be considered by all Bidders. It may be noted that a similar SHAKTI B(iv) bidding process is also being conducted by UPPCL (UP Discom), and under the process, the said values of cost of fuel and GCV is being provided by the Utility.	Suggested changes are acceptable.																																																																								
45.	RFP	Appendix I – Letter comprising bid	The Bid Format is as under: <table border="1"> <thead> <tr> <th>Bid parameter</th> <th>Unit</th> <th>Rs and paise (in two decimal)</th> </tr> </thead> <tbody> <tr> <td>(1) Fixed Charge for the base year</td> <td>per kWh</td> <td></td> </tr> <tr> <td>(2) Fuel Charge = Sum of (a) + (b) + (c)</td> <td></td> <td></td> </tr> <tr> <td>(a) Cost of Fuel</td> <td>per kWh</td> <td></td> </tr> <tr> <td>(b) Cost of transportation</td> <td>per kWh</td> <td></td> </tr> <tr> <td>(c) Cost of Washing</td> <td>per kWh</td> <td></td> </tr> <tr> <td>(d) Cost of Taxes/ Duties/ CESS/ etc.</td> <td>per kWh</td> <td></td> </tr> <tr> <td>Total Tariff = Sum of (1) + (2)</td> <td>per kWh</td> <td></td> </tr> </tbody> </table>	Bid parameter	Unit	Rs and paise (in two decimal)	(1) Fixed Charge for the base year	per kWh		(2) Fuel Charge = Sum of (a) + (b) + (c)			(a) Cost of Fuel	per kWh		(b) Cost of transportation	per kWh		(c) Cost of Washing	per kWh		(d) Cost of Taxes/ Duties/ CESS/ etc.	per kWh		Total Tariff = Sum of (1) + (2)	per kWh		Kindly modify the provision as under: The Bid Format is as under:- <table border="1"> <thead> <tr> <th>Bid parameter</th> <th>Unit</th> <th>Rs and paise (in two—four decimal)</th> </tr> </thead> <tbody> <tr> <td>(1) Fixed Charge for the base year as on the Bid Date</td> <td>per kWh</td> <td></td> </tr> <tr> <td>(1a) Transmission Charges</td> <td>Per kWh</td> <td></td> </tr> <tr> <td>(2) Fuel Charge = Sum of (a) + (b) + (c)</td> <td></td> <td></td> </tr> <tr> <td>(a) Weighted Average Cost of Fuel</td> <td>per kWh</td> <td></td> </tr> <tr> <td>(b) Weighted Average Cost of transportation</td> <td>per kWh</td> <td></td> </tr> <tr> <td>(c) Weighted Average Cost of Washing</td> <td>per kWh</td> <td></td> </tr> <tr> <td>(d) Cost of Taxes/ Duties/ CESS/ etc.</td> <td>per kWh</td> <td></td> </tr> <tr> <td>Total Tariff = Sum of (1) + (1a) + (2)</td> <td>per kWh</td> <td></td> </tr> </tbody> </table> <p>Note: The Utility shall indicate the CTU transmission charges as applicable on Bid Date and the same shall be stated by the bidders at 1(a) above in their bid for</p>	Bid parameter	Unit	Rs and paise (in two—four decimal)	(1) Fixed Charge for the base year as on the Bid Date	per kWh		(1a) Transmission Charges	Per kWh		(2) Fuel Charge = Sum of (a) + (b) + (c)			(a) Weighted Average Cost of Fuel	per kWh		(b) Weighted Average Cost of transportation	per kWh		(c) Weighted Average Cost of Washing	per kWh		(d) Cost of Taxes/ Duties/ CESS/ etc.	per kWh		Total Tariff = Sum of (1) + (1a) + (2)	per kWh		<ul style="list-style-type: none"> The bidder is required to quote Fixed Charge on the Bid Date instead of base year. The suggested change is in line with the PSA. The Bid parameters to be quoted to 4 (four) decimal places in line with the Article 1.3 of the draft PSA published by the Utility. The transmission charges shall be quoted separately by all the developers planning power projects outside state. Based on past bids, it is seen that if the coal is being arranged by Utility under the Para B(iv) of SHAKTI Policy, there is a high possibility of the coal coming from a basket of mines located at different regions, different quantum and also having different GCV and different distances for transportation. Accordingly, it is suggested that the Fuel Charge provisions be modified to make them on a Weighted Average basis. Further, as mentioned earlier, Bidders should not be asked to quote cost of Taxes/Duties/CESS separately as it should be considered as a part of cost of fuel. 	The revised Bid Format shall be as under: <table border="1"> <thead> <tr> <th>Bid parameter</th> <th>Unit</th> <th>Rs and paise (in four decimal)</th> </tr> </thead> <tbody> <tr> <td>(1) Fixed Charge as on the Bid Date</td> <td>per kWh</td> <td></td> </tr> <tr> <td>(2) Fuel Charge = Sum of (a) + (b) + (c)</td> <td></td> <td></td> </tr> <tr> <td>(a) Weighted Average Cost of Fuel</td> <td>per kWh</td> <td></td> </tr> <tr> <td>(b) Weighted Average Cost of transportation</td> <td>per kWh</td> <td></td> </tr> <tr> <td>(c) Weighted Average Cost of Washing</td> <td>per kWh</td> <td></td> </tr> <tr> <td>Total Tariff = Sum of (1) + (2)</td> <td>per kWh</td> <td></td> </tr> </tbody> </table> <p>Bidders to note that the Cost of Taxes/ Duties/ CESS etc. shall be required to be separately provided by the bidders for each of the parameters above in the form of an Annexure to the Bid Format at the time of submission of Bid and post completion of the e-Reverse Auction process.</p>	Bid parameter	Unit	Rs and paise (in four decimal)	(1) Fixed Charge as on the Bid Date	per kWh		(2) Fuel Charge = Sum of (a) + (b) + (c)			(a) Weighted Average Cost of Fuel	per kWh		(b) Weighted Average Cost of transportation	per kWh		(c) Weighted Average Cost of Washing	per kWh		Total Tariff = Sum of (1) + (2)	per kWh	
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				<u>evaluation purpose. During operations period, the PSA provisions shall govern. For bidders setting up their Dedicated Transmission System, the transmission charges shall also be indicated separately at 1(a) above.</u>	Hence, the Utility may kindly delete the component of Taxes/Duties/CESS?	
46.	RFP	Appendix – II - Bank Guarantee for Bid Security	14. Notwithstanding anything to the contrary contained herein – i. Our liability under this Guarantee shall not exceed Rs - --- crore (Rupees --- only) ii. This Bank Guarantee shall be valid up to [...] (being the date of expiry of the guarantee) iii. The beneficiary's right as well the Bank's liability under this Guarantee shall stand extinguished unless a written claim or demand is made under this Guarantee on or before [...] (being the date of expiry of claim period)	1. Please share the bank account details of MSEDCL for Bank Guarantee. Banks ask for this detail during the process of issuing bank guarantee. 2. From the past experience, it is seen that the Bank issuing the Bank Guarantees may insist to include their own standard language for the Notwithstanding Clauses of the Bank Guarantee. Hence, the Utility may kindly permit the modification in the Notwithstanding clauses as per the convenience of issuing bank.		The bank details are already mentioned above and bidders may consider the same. Furthermore, no changes are proposed for the PBG format that has been issued.
47.	RFP	Appendices: Power of Attorney, Power of Attorney for Lead Member of Consortium		The Utility has indicated that the said Appendices should be on a "non-judicial stamp paper of requisite value as per applicable law". Kindly provide the value of the stamp paper.		Bidder to use stamp paper of requisite value as applicable at the place of execution.
48.	RFP	General		Kindly provide the account details for payment of E-tender fees.		The bank details are already mentioned above. Bidders may kindly consider the same.
49.	PSA	Recital A	A. The Utility had resolved to procure electricity from a New Power Station to be set up that would dedicate a Contracted Capacity of 1496 MW for production of electricity and supply thereof to the Utility on design, build, finance, own and operate (the "DBFOO") basis by sourcing fuel from the Linkage Coal arranged by Utility subsequent to allocation under SHAKTI Scheme of Govt. of India (Allocated Coal Mine) in accordance with the terms and conditions to be set forth in a power supply agreement to be entered into under and in accordance with the provisions of the Electricity Act, 2003.	Kindly modify the provision as under: A. The Utility had resolved to procure electricity from a New Power Station to be set up that would dedicate a Contracted Capacity of 1496 MW for production of electricity and supply thereof to the Utility on design, build, finance, own and operate (the "DBFOO") basis by sourcing fuel from the Linkage Coal arranged by Utility subsequent to allocation under <u>Para B(iv) of SHAKTI Scheme of Govt. of India (Allocated Coal Mine)</u> in accordance with the terms and conditions to be set forth in a power supply agreement to be entered into under and in accordance with the provisions of the Electricity Act, 2003.	As per the clause 1.1.1 of the RFQ document, the present bid is being conducted basis coal linkage allocated under Para B(iv) of SHAKTI policy. Hence, the Utility may kindly modify the provision accordingly.	The suggested changes are acceptable.
50.	PSA	Recital E	E. Pursuant to the bidding process for procurement of power the Supplier has obtained the Letter of Assurance, dated [**] issued by [**] ("Coal Supplier") for the supply on a linkage basis, [**] tonnes per annum of [**] grade coal for the entire Term of this Agreement ("Letter of Assurance" appended herein as Annexure 1) for the purposes of the Contracted Capacity;	This provision may kindly be deleted.	As the present bid is being conducted basis coal linkage allocated under Para B(iv) of SHAKTI policy, it is Utility's responsibility to obtain LoA.	No change proposed. <i>As per Clause B(iv) I of the notification issued by the Ministry of Coal on May 22, 2017, the States/Discoms may recommend the grant of linkages to the successful bidders. In case of likely to be commissioned capacities, a Letter of Assurance (LoA) may be issued by CIL/SCCL to the successful bidders and FSA shall be signed on commissioning of unit.</i>
51.	PSA	New provision to be added.		Kindly add a new provision as under: 2.2 Effectiveness of the Agreement This Agreement shall come into force and effect from the date of execution of this Agreement by the Parties and shall remain valid until the Transfer Date.	There is no specific provision in the PSA as to when the said agreement would become effective. Thus, a clause, as suggested herein regarding the PSA being effective from the date of execution may kindly be added.	No change proposed.
52.	PSA	3.1.1	Subject to and in accordance with the provisions of this Agreement, Applicable Laws and the Applicable Permits, the Utility hereby awards to the Supplier the supply contract set forth herein including the right and authority to utilise the Allocated Coal for producing electricity at the Power Station for supply thereof to the Utility (the "Supply Contract") for a period of 30 (Thirty) years commencing from the Appointed Date, and the Supplier hereby accepts the Supply Contract and agrees to	We have requested to extend the timeline to achieve SCOD of Unit 2 from 48 months Appointed Date to 60 months from Appointed Date. The normal useful life of thermal power plant is considered as 25 years. Therefore, we understand that considering the SCOD of Unit 2 as 60 months from the Appointed Date, the Supply Contract duration stipulated in the said clause will be computed as 30 years from Appointed Date.		No change is proposed.

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			implement the same subject to and in accordance with the terms and conditions set forth herein.			
53.	PSA	4.1.3	.....Provided that upon request in writing by the Supplier, the Utility may, in its discretion, waive any of the Conditions Precedent or grant extension of time, not exceeding 180 (one hundred and eighty) days, for fulfilment of the Conditions Precedent set forth in this Clause 4.1.3. For the avoidance of doubt, the Utility may, in its sole discretion, grant any waiver or extension hereunder, with such conditions as it may deem fit.	Kindly modify the provision as under: .....Provided that upon request in writing by the Supplier, the Utility may, in its discretion, waive any of the Conditions Precedent or <u>upon request in writing by the Supplier, shall</u> grant extension of time, not exceeding 180 (one hundred and eighty) days, for fulfilment of the Conditions Precedent set forth in this Clause 4.1.3. For the avoidance of doubt, the Utility may, in its sole discretion, grant any waiver or extension hereunder, with such conditions as it may deem fit.	The current time period provided for fulfilment of CP's is 180 days. Since the current bid requires development of a new power station, there may be situations wherein there could be delay in execution of financing agreements or say site identification etc. To cater to such a situation, the Supplier should be allowed additional time period of 180 days upon request and hence the suggested change.	No change is proposed.
54.	PSA	4.1.3 (j)	Obtained the letter of assurance, dated [**] issued by [•] (“Coal Supplier”) in the name of the Supplier for the supply on a linkage basis, [**] tonnes per annum of [**] grade coal for the entire Term of this Agreement (“Letter of Assurance” appended herein as Annexure 1) for the purposes of the Project.	This CP may kindly be deleted.	As the present bid is being conducted basis coal linkage allocated under Para B(iv) of SHAKTI policy, it is Utility's responsibility to obtain LoA.	As per Clause B(iv) I of the notification issued by the Ministry of Coal on May 22, 2017, the States/Discoms may recommend the grant of linkages to the successful bidders. In case of likely to be commissioned capacities, a Letter of Assurance (LoA) may be issued by CIL/SCCL to the successful bidders and FSA shall be signed on commissioning of unit.
55.	PSA	4.2	Damages for delay by the Utility In the event that (i) the Utility does not procure fulfilment or waiver of any or all of the Conditions Precedent set forth in Clause 4.1.2 within the period specified in respect thereof or the extended period provided in accordance with this Agreement, and (ii) the delay has not occurred as a result of breach of this Agreement by the Supplier or due to Force Majeure, the Utility shall pay to the Supplier Damages in an amount calculated at the rate of 0.1% (zero point one per cent) of the Performance Security for each day's delay until the fulfilment of such Conditions Precedent, subject to a maximum amount equal to the Bid Security.	Kindly modify the Clause as under: In the event that (i) the Utility does not procure fulfilment or waiver of any or all of the Conditions Precedent set forth in Clause 4.1.2 within the period specified in respect thereof or the extended period provided in accordance with this Agreement, and (ii) the delay has not occurred as a result of breach of this Agreement by the Supplier or due to Force Majeure, the Utility shall pay to the Supplier Damages in an amount calculated at the rate of 0.1% (zero point one per cent) of the Performance Security for each day's delay until the fulfilment of such Conditions Precedent, subject to a maximum amount equal to the Bid Security <u>and upon reaching such maximum, the Supplier may, in its sole discretion, terminate the agreement.</u>	Utility CP's include execution of Escrow Agreement and Substitution Agreement, which are extremely critical from Financial Closing point of view. Hence, in case of non-fulfilment of the same, termination right must exist with the Supplier.	No change is proposed.
56.	PSA	4.3	Damages for delay by the Supplier In the event that (i) the Supplier does not procure fulfilment or waiver of any or all of the Conditions Precedent set forth in Clause 4.1.3 within the period specified in that Clause, and (ii) the delay has not occurred as a result of failure to fulfil the obligations under Clause 4.1.2 or other breach of this Agreement by the Utility or due to Force Majeure, the Supplier shall pay to the Utility Damages in an amount calculated at the rate of 0.3% (zero point three per cent) of the Performance Security for each day's delay until the fulfilment of such Conditions Precedent, subject to a maximum amount equal to the Bid Security, and upon reaching such maximum, the Utility may, in its sole discretion and subject to the provisions of Clause 9.2, terminate the Agreement. Provided that in the event of delay by the Utility in procuring fulfilment of the Conditions Precedent specified in Clause 4.1.2, no Damages shall be due or payable by the Supplier under this Clause 4.3 until the date on which the Utility shall have procured fulfilment of the Conditions Precedent specified in Clause 4.1.2.	Please modify the clause as under: Damages for delay by the Supplier In the event that (i) the Supplier does not procure fulfilment or waiver of any or all of the Conditions Precedent set forth in Clause 4.1.3 within the period specified in that Clause, and (ii) the delay has not occurred as a result of failure to fulfil the obligations under Clause 4.1.2 or other breach of this Agreement by the Utility or due to Force Majeure, the Supplier shall pay to the Utility Damages in an amount calculated at the rate of 0.3% <u>0.1%</u> (zero point three <u>one</u> per cent) of the Performance Security for each day's delay until the fulfilment of such Conditions Precedent, subject to a maximum amount equal to the Bid-Performance Security, and upon reaching such maximum, the Utility may, in its sole discretion and subject to the provisions of Clause 9.2, terminate the Agreement. Provided that in the event of delay by the Utility in procuring fulfilment of the Conditions Precedent specified in Clause 4.1.2, no Damages shall be due or payable by the Supplier under this Clause 4.3 until the date on which the Utility shall have procured fulfilment of the Conditions Precedent specified in Clause 4.1.2.	Quantum of Damage of 0.3% per Day works out to be ~9% per month which is on very high side. Damages for delay threshold period should be symmetrical for both Utility and Supplier in case of delay in achievement of Condition Precedents. Hence, the Utility may kindly reduce the same to 0.1% which is the same as the Damages specified for Utility in Clause 4.2.	No change is proposed.
57.	PSA	4.4	Commencement of Contract Period The date on which Financial Close is achieved and all the Conditions Precedent specified in Clause 4.1 are satisfied or waived, as the case may be, shall be the Appointed Date which shall be the date of commencement of the Contract Period. For the avoidance of doubt, the Parties agree that	Please modify the clause as under: Commencement of Contract Period The date on which Financial Close is achieved and all the Conditions Precedent specified in Clause 4.1 are satisfied or waived, as the case may be, shall be the Appointed Date which shall be the date of commencement of the Contract	As per Article 4.4, “The date on which Financial Close is achieved and all the Conditions Precedent specified in Clause 4.1 are satisfied or waived, as the case may be, shall be the Appointed Date which shall be the date of commencement of the Contract Period.”	No change is proposed.

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			the Supplier may, upon occurrence of the Appointed Date hereunder, by notice convey the particulars thereof to the Utility, and shall thereupon be entitled to commence or complete construction on the Project and supply electricity.	Period. For the avoidance of doubt, the Parties agree that the Supplier may, upon occurrence of the Appointed Date hereunder, by notice convey the particulars thereof to the Utility, and shall thereupon be entitled to commence or complete construction on the Project and supply electricity.	However, as per the definition of Appointed Date (Article 39), Appointed Date means “the date on which all the Conditions Precedent are achieved, and every Condition Precedent is either satisfied or waived, as the case may be, in accordance with the provisions of this Agreement, and such date shall be the date of commencement of the Contract Period”. Further, it may be noted that Conditions Precedent of the Supplier includes, inter alia, execution of the financing agreements. Thus, to avoid such discrepancies, Article 4.4 needs to be modified in line with the definition of Appointed Date, and hence the suggested change.	
58.	PSA	4.5	Deemed Termination upon delay Without prejudice to the provisions of Clauses 4.2 and 4.3, and subject to the provisions of Clause 9.2, the Parties expressly agree that in the event the Appointed Date does not occur, for any reason whatsoever, before the 1 st (first) anniversary of the date of this Agreement or the extended period provided in accordance with this Agreement, all rights, privileges, claims and entitlements of the Supplier under or arising out of this Agreement shall be deemed to have been waived by, and to have ceased with the concurrence of the Supplier, and the Power Supply Agreement shall be deemed to have been terminated by mutual agreement of the Parties. Provided, however, that in the event the delay in occurrence of the Appointed Date is for reasons attributable to the Supplier, the Performance Security of the Supplier shall be encashed and appropriated by the Utility as Damages thereof.	Kindly modify the provision as under: Deemed Termination upon delay Without prejudice to the provisions of Clauses 4.2 and 4.3, and subject to the provisions of Clause 9.2, the Parties expressly agree that in the event the Appointed Date does not occur, for any reason whatsoever, before the 1st (first) 3rd (third) anniversary of the date of this Agreement or the extended period provided in accordance with this Agreement, all rights, privileges, claims and entitlements of the Supplier under or arising out of this Agreement shall be deemed to have been waived by, and to have ceased with the concurrence of the Supplier, and the Power Supply Agreement shall be deemed to have been terminated by mutual agreement of the Parties. Provided, however, that in the event the delay in occurrence of the Appointed Date is for reasons attributable to the Supplier, the Performance Security of the Supplier shall be encashed and appropriated by the Utility as Damages thereof.	We have requested that the threshold for payment of damages for delay in fulfilment of CPs is 0.1% of the Performance Security. Accordingly, delay threshold period for Supplier is arrived as 1000 days (14.96 Lakh per day for 1000 days). In case the PSA has penal provisions till 1000 days, we request that Deemed Termination should be on occurrence of 3 rd anniversary of the date of the Agreement. Hence, the Utility may kindly modify the clause as suggested.	No change is proposed.
59.	PSA	Article 4 (Additional provision)		The Utility may kindly add an additional provision that in case any penalty is levied on Supplier for delay in fulfilment of CP’s, but the Supplier is still able to meet the required COD dates, then no penalty shall be applicable on the Supplier.	Our suggestion is principally aligned to Clause 11.2.2 of the MoP’s Model Bidding Documents which provides that even in case the Supplier fails to achieve project milestones but ultimately achieves the originally Scheduled Completion Date, any damages levied shall be returned back to the Supplier. Accordingly, this change is proposed. This will also provide greater comfort to Supplier and its lenders and aid in competitive tariff discovery.	Following clause is added to clause 11.2.2 “ <i>Provided further that in the event COD is achieved on or before the Scheduled Completion Date, the Damages paid under this Clause 11.2.2 shall be refunded by the Utility to the Supplier, but without any interest thereon</i> ”
60.	PSA	5.1.4	The Supplier shall install, operate and maintain the Power Station..... <i>Explanation:</i> Availability of the Power Station to its full capacity shall, in respect of any hour, mean the capacity of the Power Station to the extent it is offered by the Supplier for producing and supplying electrical energy equal to Contracted Capacity at Point of Grid Connection over a period of one hour, after accounting for auxiliary consumption, and transmission losses upto the Point of Grid Connection , and for any month or year, as the case may be, the hours during that month or year when the Contracted Capacity of the Power Station is fully available for production of electricity shall be expressed as a percentage of total hours in that month or year, as the case may be, (the “Availability”).....	Please modify the clause as under: The Supplier shall install, operate and maintain the Power Station..... <i>Explanation:</i> Availability of the Power Station to its full capacity shall, in respect of any hour, mean the capacity of the Power Station to the extent it is offered by the Supplier for producing and supplying electrical energy equal to 935 (nine hundred and thirty five) kWh per megawatt of Contracted Capacity at Point of Grid Connection-Delivery Point over a period of one hour, after accounting for auxiliary consumption, and transmission losses upto the Point of Grid-ConnectionDelivery Point , and for any month or year, as the case may be, the hours during that month or year when the Contracted Capacity of the Power Station is fully available for production of electricity shall be expressed as a percentage of total hours in that month	The proposed change is in line with SBD provisions and to bring more clarity in relation to Availability of the Power Station at the Delivery Point. Considering the Installed Capacity being 1600 MW and Contracted Capacity being 1496 MW, the Utility may kindly accept the proposed changes. Unscheduled maintenance	The contracted capacity is already defined as 1496 MW, so there is no need to further reduce the per MW supply of energy for auxiliary consumption. The clause shall be modified as below Availability of the Power Station to its full capacity shall, in respect of any hour, mean the capacity of the Power Station to the extent it is offered by the Supplier for producing and supplying electrical energy equal to Contracted Capacity at Delivery Point over a period of one hour, after accounting for auxiliary consumption, and transmission losses upto the Delivery Point , and for any month or year, as the case may be, the hours during that month or year when the Contracted Capacity of the Power Station is fully available for production of electricity shall be expressed as a percentage of total hours in that month or year, as the case may be, (the “Availability”). For the avoidance of doubt, the Parties agree that Availability shall,

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				or year, as the case may be, <u>and shall include the deemed availability for and in respect of the events described in Clause 15.8, (the "Availability")</u>		during the months when COD or the Transfer Date occurs, be determined with reference to the number of days when the Power Station was in operation and shall be determined likewise for any single day of operation. The Parties further agree that if the Contracted Capacity of the Power Station is not Available for production of electricity to its full capacity during any hour, or part thereof, not being less than a quarter of an hour, such hour or part thereof shall, in the computation of Availability, be reduced proportionate to the Non-Availability during that hour. The Parties also agree that the determination of Availability hereunder shall be solely for the purposes of this Agreement and shall not in any manner affect the rights and obligations of the Supplier for and in respect of scheduling and despatch of electricity under Applicable Laws and the rules and regulations thereunder.
61.	PSA	5.1.6	In case the Supplier is setting up a dedicated transmission line upto STU, the transmission charge/loss upto Delivery Point shall be borne by the Supplier for the entire duration of this Agreement. Further, there shall be no additional impact on the Tariff due to any Change in Law/ Force Majeure/ regulatory changes/overrun etc. with respect to such dedicated transmission line. Further, in case such dedicated transmission line becomes a part of CTU network during the term of this Agreement, the transmission charges applicable to the Utility shall be reimbursed by the Supplier to the Utility.	In case the Supplier is setting up a dedicated transmission line upto STU, the transmission charge/loss upto Delivery Point shall be borne by the Supplier for the entire duration of this Agreement. Further, there shall be no additional impact on the Tariff due to any Change in Law/ Force Majeure/ regulatory changes/overrun etc. with respect to such dedicated transmission line. Further, in case such dedicated transmission line becomes a part of CTU network during the term of this Agreement, the transmission charges applicable to the Utility shall be reimbursed by the Supplier to the Utility.	As per the provisions of the bidding documents, the Dedicated Transmission Line is a part of the Project. Change in Law should be applicable for all elements of the Project. Bidders cannot compute project cost and quote Capacity Charge by considering a Change in Law / Force Majeure / regulatory event in relation to development of a dedicated transmission line that could occur in the future. Please appreciate that such provision will be flagged as a big risk from lenders point of view as well, and could lead to increased financing costs and ultimately translate to higher tariff discovery. In view of the same, it is requested that the Utility may kindly delete the provisions as suggested.	No change is proposed.
62.	PSA	5.2.2 & 5.2.3	5.2.2 The Supplier shall submit to the Utility the drafts of all Project Agreements (except Fuel Supply Agreement) or any amendments or replacements thereto for its review and comments, and the Utility shall have the right but not the obligation to undertake such review and provide its comments, if any, to the Supplier within 15 (fifteen) days of the receipt of such drafts. 5.2.3 The Supplier shall procure that each of the Fuel Supply Agreements, to the extent it provides for supply of Allocated Coal for the Contracted Capacity, contains provisions that entitle the Utility to step into such agreement, in its sole discretion, in substitution of the Supplier in the event of Termination or Suspension (the "Covenant").....	Request to please delete the clause 5.2.2 and 5.2.3.	The present bid is requiring the selected bidder to develop a new power plant basis the allocation of coal under SHAKTI B (iv) provisions. It is pertinent to note that, the Developer does not have any say in the terms & conditions of the FSA and is required to sign the same as per the T&C of the coal company i.e., CIL. Hence, there should not be any requirement on part of the developer to procure consent of coal companies to incorporate specific clauses in the FSA.	No change is proposed. Draft FSA is provided in the portal.
63.	PSA	5.5.1	The Utility shall be liable for payment of all charges, due and payable under Applicable Laws, for inter-state and intra-state transmission of electricity from the Point of Grid Connection to the Delivery Point. In case the Supplier is setting up a dedicated transmission line upto STU, the transmission charge/loss upto Delivery Point shall be borne by the Supplier for the entire duration of this Agreement. Further, in case such dedicated transmission line becomes a part of CTU network during the term of this Agreement, the transmission charges applicable to the Utility shall be reimbursed by the Supplier to the Utility.	The provision may be modified as under: The Utility shall be liable for payment of all charges, due and payable under Applicable Laws, for inter-state and intra-state transmission of electricity from the Point of Grid Connection to the Delivery Point. In case the Supplier is setting up a dedicated transmission line upto STU, the transmission charge/loss upto Delivery Point shall be borne by the Supplier for the entire duration of this Agreement. Further, in case such dedicated transmission line becomes a part of CTU network during the term of this Agreement, the transmission charges applicable to the Utility shall be reimbursed by the Supplier to the Utility.	Treatment of such case should be on mutual discussion basis based on then applicable regulations and policies, and hence should be deleted as suggested.	No change is proposed.

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64.	PSA	5.7	Obligations relating to SLDC and RLDC charges The Supplier shall be liable for payment of all the charges, due and payable under Applicable Laws by the Supplier to the SLDC and RLDC for and in respect of all its supplies to the Utility.	Obligations relating to SLDC and RLDC charges The Supplier shall be liable for payment of all the charges, due and payable under Applicable Laws by the Supplier to the SLDC and RLDC for and in respect of all its supplies to the Utility, <u>and the same shall be reimbursed by the Utility to the Supplier upon receipt of particulars thereof.</u>	The SLDC and RLDC charges are statutory in nature, therefore these charges should be paid by the Supplier but the same should be reimbursed by the Utility.	No change is proposed
65.	PSA	5.8	Obligations relating to taxes: The Supplier shall pay, at all times during the subsistence of this Agreement, all taxes, levies, duties, cesses and all other statutory charges payable in respect of the Power Station. For avoidance of doubt, it is clarified that the Tariff quoted should be inclusive of all Taxes, Duties, Cesses etc. as applicable on Bid Due Date and any variation in the same after the Bid Due Date shall be subject to adjustment, in accordance with the provision of Change in Law.	The terms "Duties, Cesses" needs to be defined, since they are capitalized. Further, clarity is required that the terms taxes, duties and cess, covers Fuel i.e., coal as well, since currently the definition of 'Taxes' is linked to Power Station only.		Definition of Taxes includes duties and cesses. Clause modified as under Obligations relating to taxes: The Supplier shall pay, at all times during the subsistence of this Agreement, all taxes, levies, duties, cesses and all other statutory charges payable in respect of the Power Station. For avoidance of doubt, it is clarified that the Tariff quoted should be inclusive of all Taxes, duties, cesses etc. as applicable on Bid Due Date and any variation in the same after the Bid Due Date shall be subject to adjustment, in accordance with the provision of Change in Law. Further, please refer the definition of Power Station in the definition section which covers allocation of Allocated Coal which is linked to or attached with the Project.
66.	PSA	6.1.2	The SBD provision in relation to Utility's obligation is deleted.	Kindly retain the clause 6.1.2 (c) of SBD which is as under: <u>make best endeavours to procure that no local Tax, toll or charge is levied or imposed on the use of whole or any part of the Power Station</u>	The changes proposed are in line with SBD.	No change is proposed.
67.	PSA	New Clause to be added		The Utility may kindly include the following clause: <u>6.1.5 The Utility shall make available, the transmission system required for evacuation of power from the Delivery Point at least 6 (six) months prior to the Scheduled Completion Date of first Unit.</u>	The power evacuation arrangement from the Delivery Point is the responsibility of the Utility. Upon plant being ready to commission, if the evacuation system beyond the Delivery Point is not ready, Supplier is still liable to make payments to lenders. Hence, the Utility shall have to make available the transmission system beyond the Delivery Point at least 6 months prior to SCOD so that the evacuation system will be ready to evacuate the power when the Power Station is commissioned.	No change is proposed.
68.	PSA	New Clause to be added		The Utility may kindly include the following clause: <u>6.1.7 The Utility agrees to reimburse, upon receipt of particulars, all payments made by the Supplier with respect to taxes or duty, if any, levied on the electricity supplied to the Utility.</u>	No taxes and duties assumed over Electricity Supplied. Hence, it should be inserted.	Clause 21.9.2 has been suitably modified.
69.	PSA	11.2	Construction of the Power Station 11.2.1 The Supplier shall complete construction of the Power Station as specified in Schedule-B, and in conformity with the Specifications and Standards set forth in Schedule-C. The 42 (forty two) months and 48 (forty eight) months from the Appointed Date shall be the scheduled date for completion of Unit#1 and Unit #2 of the Power Station respectively (the "Scheduled Completion Date"). The Power Station shall consist of 2 (two) units of 800 MW each and the Supplier agrees and undertakes that COD of the Power Station shall be achieved on or before the respective Scheduled Completion Date. For the avoidance of doubt, the Parties agree that the construction of Power Station hereunder shall include construction of a dedicated transmission system for point to point transmission of electricity from the generating station to the Point of Grid Connection,	Please modify the clause as under: Construction of the Power Station 11.2.1 The Supplier shall complete construction of the Power Station as specified in Schedule-B, and in conformity with the Specifications and Standards set forth in Schedule-C. The <u>42 (forty two)-54 (fifty four) months and 48 (forty eight)-60 (sixty) months</u> from the Appointed Date shall be the scheduled date for completion of Unit#1 and Unit #2 of the Power Station respectively (the "Scheduled Completion Date"). The Power Station shall consist of 2 (two) units of 800 MW each and the Supplier agrees and undertakes that COD of the Power Station shall be achieved on or before the respective Scheduled Completion Date. For the avoidance of doubt, the Parties agree that the construction of Power Station hereunder shall include construction of a dedicated transmission system for point to point transmission of	Timeline is very stringent. To set up such a large project, sufficient time is required, particularly in view of limited component suppliers and increasing demand. It is thus requested to modify the timelines as 54 months and 60 months from Appointed Date for unit 1 & 2 respectively. Accordingly, other clauses of the PSA should also reflect the changes.	No change is proposed.

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			as specified in Schedule-B, and in conformity with the Specifications and Standards set forth in Schedule-C (the “ Dedicated Transmission System ”).	electricity from the generating station to the Point of Grid Connection, as specified in Schedule-B, and in conformity with the Specifications and Standards set forth in Schedule-C (the “ Dedicated Transmission System ”).		
70.	PSA	11.2.2	In the event that the Supplier fails to achieve COD within a period of 180 (one hundred eighty) days from the Scheduled Completion Date, unless such failure has occurred due to Force Majeure or for reasons attributable to the Utility, it shall pay Damages to the Utility in a sum calculated at the rate of 0.2% (zero point two per cent) of the amount of Performance Security for delay of each day for the period beyond 180 (one hundred eighty) days from the Scheduled Completion Date provided that; in the event the Supplier agrees and undertakes to supply from an alternate source for the period beyond 180 (one hundred eighty) days, the whole or part of the entitlement of the Utility from electricity that would have been produced from Contracted Capacity during the period between the Scheduled Completion Date and COD, and on the terms specified in this Agreement, the Damages payable under this Clause 11.2.2 shall be reduced in the same proportion that such supply shall bear to the Contracted Capacity. Provided that in case the Utility refuses to accept power from alternate source, the Damages as provided herein shall not be applicable for the period of such refusal. For the avoidance of doubt, the Parties agree that in the event the Power Station fails to achieve COD within 18 (eighteen) months from the Scheduled Completion Date, unless the delay is on account of reasons attributable to the Utility or due to Force Majeure, the Utility shall be entitled to terminate this Agreement and such termination shall constitute Supplier’s Default.	The Utility may kindly: 1. Increase the damages threshold to at-least 270 days, from the current 180 days. 2. Allow alternate supply for a maximum period of 24 months.	1. The current tender requires the development of a new power station having an installed capacity of 1600 MW which is a huge project and hence it is requested that the default time period to be considered must be atleast 270 days. 2. Being a new power station, please allow the Generator to supply power from an alternate supply for a period of 24 months so that the Utility is able to secure power and its supply commitments doesn’t gets hampered in case of any delay. Hence, please modify the clause accordingly.	No change is proposed.
71.	PSA	Article 12		Kindly delete Article 12	As per the DBFOO document, the entire responsibility with respect to construction and commissioning of the power station is that of the Supplier. There are also significant penalty provisions on the Supplier in case of delay in achieving COD by the required date. Hence, monitoring of construction by the Utility / Utility’s engineer goes against the very principles of DBFOO wherein the Supplier is undertaking construction of the project at its risk and expense. Hence the provision may be deleted.	No change is proposed.
72.	PSA	13.4.3	The Utility shall accept and receive all infirm power generated during the testing and commissioning of any Unit of the Power Station. The infirm power shall be accounted as deviation and shall be paid for from the regional / state deviation settlement fund accounts in accordance with the Central Electricity Regulatory Commission (Deviation Settlement Mechanism and Related matters) Regulations, 2014, as amended from time to time or any subsequent re-enactment thereof, applicable for the year in which the concerned Unit/Power Station is synchronized or commissioned.	Please modify the clause as under: The Utility shall accept and receive all infirm power generated during the testing and commissioning of any Unit of the Power Station. The infirm power shall be accounted as deviation and shall be paid for from the regional / state deviation settlement fund accounts in accordance with the Central Electricity Regulatory Commission (Deviation Settlement Mechanism and Related matters) Regulations, 2014 <u>2022</u> and/or as per <u>the relevant regulations of the state</u> , as amended from time to time or any subsequent re-enactment thereof, applicable for the year in which the concerned Unit/Power Station is synchronized or commissioned.	The changes are suggested to modify the provision suitably in line with current regulations in force.	The suggested change is acceptable.

SN	Document	Clause Ref.	Existing provision	Suggested modification / comment / clarification required	Rationale	MSEDCL Response
73.	PSA	13.6	The Power Station may, for the purposes of completion, be divided into [2 (two) distinct Units, namely, Unit A comprising about 800 MW; and Unit B comprising about 800 MW, and the Provisional Certificate may be issued separately for each of the Units, whereupon the Tariff based on the Availability of such Unit shall become payable and the provisions of this Agreement shall apply <i>mutatis mutandis</i> to each such Unit. For the avoidance of doubt, the Parties agree that upon completion of any Unit hereunder, the provisions of this Agreement shall apply to that Unit as if it is the Power Station, and the rights and obligations of the Supplier for and in respect of that Unit shall be construed accordingly. The Parties also agree that if the Provisional Certificate for Unit A is issued at any time after the 3 rd (third) anniversary of the Appointed Date, the provisions of Clause 14.1.2 shall not apply. The Parties also agree that the Supplier may, by notice issued to the Utility no later than the 1 st (first) anniversary of the Appointed Date, determine the Scheduled Completion Date of the 1 st (first) Unit to be a date which may be upto 365 (three hundred and sixty five) days prior to the Scheduled Completion Date of the Power Station as specified in Schedule-E, and in such an event the provisions of Clause 14.1.2 shall apply as if the Scheduled Completion Date specified therein is substituted by the scheduled completion date determined under this Clause 13.6.	Please modify the clause as under: The Power Station may, for the purposes of completion, be divided into [2 (two) distinct Units, namely, Unit A comprising about 800 MW; and Unit B comprising about 800 MW, and the Provisional Certificate may be issued separately for each of the Units, whereupon the Tariff based on the Availability of such Unit shall become payable and the provisions of this Agreement shall apply <i>mutatis mutandis</i> to each such Unit. For the avoidance of doubt, the Parties agree that upon completion of any Unit hereunder, the provisions of this Agreement shall apply to that Unit as if it is the Power Station, and the rights and obligations of the Supplier for and in respect of that Unit shall be construed accordingly. The Parties also agree that if the Provisional Certificate for Unit A is issued at any time after the 3rd (third) 5 th anniversary of the Appointed Date, the provisions of Clause 14.1.2 shall not apply. The Parties also agree that the Supplier may, by notice issued to the Utility no later than the 1 st (first) anniversary of the Appointed Date, determine the Scheduled Completion Date of the 1 st (first) Unit to be a date which may be upto 365 (three hundred and sixty five) days prior to the Scheduled Completion Date of the Power Station as specified in Schedule-E, and in such an event the provisions of Clause 14.1.2 shall apply as if the Scheduled Completion Date specified therein is substituted by the scheduled completion date determined under this Clause 13.6.	The proposed changes are in line with our requests in relation to extension in timeline of commencement of power supply and construction of Power Station.	Modified clause as provided below The Power Station may, for the purposes of completion, be divided into [2 (two) distinct Units, namely, Unit A comprising about 800 MW; and Unit B comprising about 800 MW, and the Provisional Certificate may be issued separately for each of the Units, whereupon the Tariff based on the Availability of such Unit shall become payable and the provisions of this Agreement shall apply <i>mutatis mutandis</i> to each such Unit. For the avoidance of doubt, the Parties agree that upon completion of any Unit hereunder, the provisions of this Agreement shall apply to that Unit as if it is the Power Station, and the rights and obligations of the Supplier for and in respect of that Unit shall be construed accordingly. The Parties also agree that if the Provisional Certificate for Unit A is issued at any time after the 4 th (fourth) anniversary of the Appointed Date, the provisions of Clause 14.1.2 shall not apply. The Parties also agree that the Supplier may, by notice issued to the Utility no later than the 1st (first) anniversary of the Appointed Date, determine the Scheduled Completion Date of the 1st (first) Unit to be a date which may be upto 365 (three hundred and sixty five) days prior to the Scheduled Completion Date of the Power Station as specified in Schedule-E, and in such an event the provisions of Clause 14.1.2 shall apply as if the Scheduled Completion Date specified therein is substituted by the scheduled completion date determined under this Clause 13.6.
74.	PSA	14.1.1	The Power Station or any Unit thereof, as the case may be, shall be deemed to be complete when the Completion Certificate or the Provisional Certificate, as the case may be, is issued under the provisions of Article 13. The commercial operation date of the Power Station or any Unit, as the case may be, shall be the date on which the Power Station or such Unit is deemed fit for generating electricity and supplying it to the Grid upon issuance of such Completion Certificate or the Provisional Certificate (the "COD"). The Power Station or any Unit thereof shall enter into commercial service on COD whereupon the Supplier shall be entitled to demand and collect the Tariff in accordance with the provisions of Article 21. For the avoidance of doubt, the Parties expressly agree that if the Power Station is substantially completed but COD is delayed for reasons attributable to the Utility, 15% (fifteen per cent) of the Fixed Charge shall be due and payable hereunder as if COD has occurred for the Power Station or any Unit thereof, as the case may be, in addition to the extension of Concession Period under and in accordance with the provisions of this Agreement. The Parties further agree that for determination of Tariff under Article 21, COD of the first Unit shall be deemed to be the COD of the Power Station.	Please modify the clause as under: The Power Station or any Unit thereof, as the case may be, shall be deemed to be complete when the Completion Certificate or the Provisional Certificate, as the case may be, is issued under the provisions of Article 13. The commercial operation date of the Power Station or any Unit, as the case may be, shall be the date on which the Power Station or such Unit is deemed fit for generating electricity and supplying it to the Grid upon issuance of such Completion Certificate or the Provisional Certificate (the "COD"). The Power Station or any Unit thereof shall enter into commercial service on COD whereupon the Supplier shall be entitled to demand and collect the Tariff in accordance with the provisions of Article 21. For the avoidance of doubt, the Parties expressly agree that if the Power Station is substantially completed but COD is delayed for reasons attributable to the Utility, 15% (fifteen per cent) of the Fixed Charge shall be due and payable hereunder as if COD has occurred for the Power Station or any Unit thereof, as the case may be, in addition to the extension of Concession Period under and in accordance with the provisions of this Agreement <u>is ready for COD and the Supplier has given due notice to the Utility but COD is delayed due to non-availability of transmission system from the Delivery Point or due to any other reason attributable to the Utility, the Utility shall pay to Supplier from Scheduled Completion Date or the extension of Concession Period under and in accordance with the provisions of this Agreement date notified by the Supplier for COD, whichever is later, an amount equal to 100% (hundred percent) of the Fixed Charges based on Normative Availability as Damages for a period till the time transmission system is made available.</u> The Parties further agree that for determination of Tariff under Article 21,	In case of delay in achieving COD by the Supplier within the required timelines, as per PSA provisions, heavy penalty is imposed on the Supplier. However, if the COD is delayed due to any reason attributable to the Utility, the Supplier should be immune to such huge risk and be entitled to receive full capacity charges to cover its debt repayment and interest payment obligations and other fixed payment obligations. Hence, we request that in case any delay in achievement of COD is due to reasons attributable to the Utility, the Supplier be paid full (100%) of the Fixed Charges as if COD has occurred. This would also improve the bankability of the document, leading to lesser risk premiums by lenders and ultimately translate to reduced tariffs for Maharashtra consumers. It is pertinent to note that the above suggested change was also incorporated by the M.P. Power Management Co. Ltd. Under its bid invited in 2019/20 for development of a greenfield project within the state of MP and supplying the capacity to the State, and the proposed change was also approved by the Hon'ble Madhya Pradesh Electricity Regulatory Commission.	The revised clause is as under: The Power Station or any Unit thereof, as the case may be, shall be deemed to be complete when the Completion Certificate or the Provisional Certificate, as the case may be, is issued under the provisions of Article 13. The commercial operation date of the Power Station or any Unit, as the case may be, shall be the date on which the Power Station or such Unit is deemed fit for generating electricity and supplying it to the Grid upon issuance of such Completion Certificate or the Provisional Certificate (the "COD"). The Power Station or any Unit thereof shall enter into commercial service on COD whereupon the Supplier shall be entitled to demand and collect the Tariff in accordance with the provisions of Article 21. For the avoidance of doubt, the Parties expressly agree that if the Power Station or any Unit thereof, as the case may be, is ready for COD and Supplier has given due notice to the Utility but COD is delayed due to non-availability of transmission system, the Utility shall pay to the Supplier from the Scheduled Completion Date or the date notified by the Supplier for COD, whichever is later, an amount equal to 100% (hundred percent) of the Fixed Charges based on Normative Availability as Damages for a period till the time transmission system is made available.

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				COD of the first both Units shall be deemed to be the COD of the Power Station.		
75.	PSA	14.1.1	The Power Station or any Unit thereof, as the case may be, shall be deemed to be complete when the Completion Certificate or the Provisional Certificate, as the case may be, is issued under the provisions of Article 13. The commercial operation date of the Power Station or any Unit, as the case may be, shall be the date on which the Power Station or such Unit is deemed fit for generating electricity and supplying it to the Grid upon issuance of such Completion Certificate or the Provisional Certificate (the "COD"). The Power Station or any Unit thereof shall enter into commercial service on COD whereupon the Supplier shall be entitled to demand and collect the Tariff in accordance with the provisions of Article 21. For the avoidance of doubt, the Parties expressly agree that if the Power Station is substantially completed but COD is delayed for reasons attributable to the Utility, 15% (fifteen per cent) of the Fixed Charge shall be due and payable hereunder as if COD has occurred for the Power Station or any Unit thereof, as the case may be, in addition to the extension of Concession Period under and in accordance with the provisions of this Agreement. The Parties further agree that for determination of Tariff under Article 21, COD of the first Unit shall be deemed to be the COD of the Power Station.	We understand that upon COD of U-1, the Supplier shall be entitled to Tariff payments (Fixed Charge + Fuel Charge), including WPI indexation as applicable. Upon commissioning of U-2, the same tariff shall also apply to U-2, and the 2% reduction in Base Fixed Charge shall commence in the accounting year subsequent to the COD of U-2. Kindly confirm.		Please note the mechanism to be followed in this regard.. <i>Mechanism:</i> <i>Upon COD of U-1, the Supplier shall be entitled to Tariff payments (Fixed Charge + Fuel Charge), including WPI indexation as applicable. Upon commissioning of U-2, the same tariff shall also apply to U-2, and the 2% reduction in Base Fixed Charge shall commence in the accounting year subsequent to the COD of U-2.</i> <i>In case COD of U-2 gets delayed beyond 1 year from COD of U-1, the reduction in Base Fixed Charge by 2% shall be applicable from the accounting year subsequent to the SCOD. Upon commissioning of U-2, the same tariff as applicable in that year to U-1 shall also apply to U-2 and every year thereafter.</i>
76.	PSA	14.1.2	In the event COD is achieved prior to the Scheduled Completion Date, the Fixed Charge due and payable to the Supplier for the period prior to the Scheduled Completion Date shall be 70% (seventy per cent) of the Base Fixed Charge specified in Clause 21.2.1. Provided, however, that no payment on account of Fixed Charge hereunder shall be due or payable for any period prior to 365 (three hundred and sixty five) days from the Scheduled Completion Date. Provided further that no incentive shall be payable in terms of clause 21.6 for the period prior to the Scheduled Completion Date.	Please modify the clause as under: In the event COD is achieved prior to the Scheduled Completion Date, the Fixed Charge due and payable to the Supplier for the period prior to the Scheduled Completion Date shall be 70% (seventy per cent) <u>100% (hundred per cent)</u> of the Base Fixed Charge specified in Clause 21.2.1. Provided, however, that no payment on account of Fixed Charge hereunder shall be due or payable for any period prior to 365 (three hundred and sixty five) days from the Scheduled Completion Date. Provided further that no incentive shall be payable in terms of clause 21.6 for the period prior to the Scheduled Completion Date.	Upon commencement of supply of power to the Utility, 100% of the Fixed Charge should be payable to the Supplier, since the fixed obligations of the Supplier like principal and interest payments and O&M commence. Thus, fixed charge recovery should not be restricted to 70%. If such is the case, Supplier will not be incentivised to commission the plant early, and the Utility will be deprived of the benefit of availing power from a competitively awarded tariff.	Modified clause is provided below: In the event COD is achieved prior to the Scheduled Completion Date, the Fixed Charge due and payable to the Supplier for the period prior to the Scheduled Completion Date shall be 100% (hundred per cent) of the Base Fixed Charge specified in Clause 21.2.1. Provided, however, that no payment on account of Fixed Charge hereunder shall be due or payable for any period prior to 365 (three hundred and sixty five) days from the Scheduled Completion Date. Provided further that no incentive shall be payable in terms of clause 21.6 for the period prior to the Scheduled Completion Date.
77.	PSA	14.2	Damages for delay Subject to the provisions of Clause 11.2, if COD does not occur prior to the 61 st (sixty first) day after the Scheduled Completion Date, unless the delay is on account of reasons attributable to the Utility or due to Force Majeure, the Supplier shall pay Damages to the Utility in a sum calculated at the rate of 0.5% (zero point five per cent) of the amount of Performance Security for delay of each day until COD is achieved.	The Utility may kindly delete the clause.	Since the Article 11.2.2 already covers the damages for the delay to achieve Scheduled Completion Date. The penalty provision in said the clause 14.2 is leading to double penalty on the Supplier. Hence, we request that the said penalty provision be deleted. This would lead to reduced risk premium thus translating to lower tariff in the interest of the consumers.	No change is proposed.
78.	PSA	15.2 & 15.3	15.2 Maintenance Requirements ... 15.3 Maintenance Manual ...	The Clause may kindly be deleted.	Under the DBFOO model, the ownership is that of the Supplier. Hence Utility role in maintenance is not required. Hence kindly delete the clauses.	No change is proposed
79.	PSA	15.7.2	Upon receiving the permission pursuant to Clause 15.7.1, the Supplier shall be entitled to shut down or de-commission the designated Unit for the period specified therein, and in the event of any delay in re-commissioning such Unit, the Supplier shall pay Damages to the Utility calculated at the rate of 2% (two per cent) of the Average Daily Fixed Charge for each day of delay until the Unit	Kindly modify the provision as under: Upon receiving the permission pursuant to Clause 15.7.1, the Supplier shall be entitled to shut down or de-commission the designated Unit for the period specified therein, and in the event of any delay in re-commissioning such Unit, the Supplier shall pay Damages to the Utility calculated at the rate of 2% (two per cent) of the Average	As per PSA provisions, the Supplier is required to maintain Normative Availability in order to claim full Fixed Charges. In case of failure to maintain the same, Fixed Charges are proportionately reduced. Hence, the penalty provision in said Clause 15.7.2 is leading to double penalty on the Supplier in terms of	No change is proposed

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			has been re-commissioned for generation.	Daily Fixed Charge for each day of delay until the Unit has been re-commissioned for generation.	already reduced fixed charges plus the added penalty. Hence, we request that the said penalty provision be deleted. This would lead to reduced risk premium thus translating to lower tariff in the interest of the consumers.	
80.	PSA	15.9	Damages for breach of maintenance obligations In the event that the Supplier fails to repair or rectify any defect or deficiency which causes reduction in Availability, it shall be deemed to be in breach of this Agreement and the Utility shall be entitled to recover Damages, to be calculated and paid for each day of delay until the breach is cured, 2% (two per cent) of the Average Daily Fixed Charge or such smaller sum as the Utility may, in its discretion determine upon prompt compliance of its obligations by the Supplier. Recovery of such Damages shall be without prejudice to the rights of the Utility under this Agreement, including the right of Termination thereof.	The Clause may kindly be deleted.	The PSA already has provisions that in case of loss of Availability, the Fixed Charges get reduced. Hence, the penalty provision in said clause 15.9 is leading double penalty on the Supplier in terms of already reduced fixed charges plus the added penalty. Hence, we request that the said penalty provision be deleted. This would lead to reduced risk premium thus translating to lower tariff in the interest of the consumers.	No change is proposed
81.	PSA	15.11	Modifications to the Power Station The Supplier shall not carry out any material modifications to the Power Station save and except where such modifications are necessary for the Power Station to operate in conformity with the Specifications and Standards, Maintenance Requirements and Applicable Laws; provided that the Supplier shall notify the Utility of the proposed modifications along with particulars thereof at least 15 (fifteen) days before commencing work on such modifications and shall reasonably consider any suggestions that the Utility may make within 15 (fifteen) days of receiving the Supplier's proposal.	The Clause may kindly be deleted.	Under the DBFOO model, ownership of the plant is that of the Supplier. During the course of operations of the plant, several & regular modifications are required which are largely operational in nature. It would be cumbersome for both the Supplier as well as Utility to seek approval for each and every modification. This would also lead to increased administrative burden on the Utility. Hence, we request that the said clause be deleted.	No change is proposed
82.	PSA	16.1	Monthly status reports During Operation Period, the Supplier shall, no later than 7 (seven) days after the close of each month, furnish to the Utility a monthly report stating in reasonable detail the condition of the Power Station including its compliance or otherwise with the Maintenance Requirements, Maintenance Manual, Maintenance Programme and Safety Requirements, and shall promptly give such other relevant information as may be required by the Utility. In particular, such report shall separately identify and state in reasonable detail the defects and deficiencies that require rectification.	The Clause may kindly be deleted.	Under the DBFOO model, ownership of the plant is that of Supplier, which is required to commission the same by the required date. Hence, there is no requirement for monthly monitoring by the Utility. In any case penalty provisions exist in case of delay in commissioning the plant by the required date.	No change is proposed
83.	PSA	16.2 & 16.3	Inspection The Utility's Engineer shall, with prior intimation to the Supplier, inspect the Power Station once every six months. It shall make a report of such inspection (the "O&M Inspection Report") stating in reasonable detail the defects or deficiencies, if any, with particular reference to the Maintenance Requirements, Maintenance Manual and the Maintenance Programme, and send a copy thereof to the Utility and the Supplier within 7 (seven) days of such inspection. Remedial Measures The Supplier shall repair or rectify the defects or deficiencies, if any, set forth in the O&M Inspection Report or in the monthly report referred to in Clause 16.1 and furnish a report in respect thereof to the Utility within 30 (thirty) days of receiving the O&M Inspection Report or furnishing the monthly report, as the case may be; provided that where the remedying of such defects or deficiencies is likely to take more than 30 (thirty) days,	These Clauses may kindly be deleted.	Utility's Engineer role should be kept only till COD. In any case under DBFOO model, ownership is that of the Supplier, and as long as Availability is maintained, Utility should not be concerned with plant maintenance. Further, in case of reduced Availability, penal provisions already exist.	No change is proposed

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			the Supplier shall submit progress reports of the repair works once every week until such works are completed in conformity with this Agreement.			
84.	PSA	17.3	Monthly status report During Operation Period, the Supplier shall, no later than 7 (seven) days after the close of each month, furnish a monthly report to the Utility stating in reasonable detail the compliance with the Key Performance Indicators specified in this Article 17 along with an analysis of the reasons for failures, if any, and the strategies for addressing the same and for otherwise improving the operational performance of the Power Station. The monthly report shall include a quantification of the Damages calculated in accordance with the provisions of this Agreement.	The Clause may kindly be deleted.	As per Article 17, the Key Performance Indicator is the Availability of the Power Station. In any case, Availability will be shown in Monthly Invoices raised by the Supplier. Hence, the provision is not required and hence may please be deleted.	No change is proposed
85.	PSA	17.4 ISO certification	17.4 ISO certification 17.4.1 The Supplier shall, within... thereof to the Utility forthwith. 17.4.2 In the event of ... obtaining such certifications. 17.4.3 If the period of... period of 3 (three) months.	The Clauses may kindly be deleted.	Under DBFOO, the ownership of the plant is that of the Supplier. Hence, obtaining any ISO certification is the prerogative of the Supplier. Hence the said clauses may be deleted.	No change is proposed
86.	PSA	18.6	Substitute Supply 18.6.1 In the event the Availability of the Power Station is reduced on account of Scheduled Maintenance, Unscheduled Maintenance or Force Majeure, the Supplier may, with prior consent of the Utility, which consent the Utility may deny in its sole discretion or convey acceptance with such conditions as it may deem fit, supply electricity from any alternative source, including Merchant Capacity, if any, provided such supply shall be at the discovered tariff under the bidding process as specified in the PSA or at a tariff rate lower than the same, which shall have been agreed between parties for such supply of power and such supply shall be deemed to be supply under and in accordance with the provisions of this Agreement	Please modify the clause as under: 18.6.1 In the event the Availability of the Power Station is reduced on account of Scheduled Maintenance, Unscheduled Maintenance or Force Majeure, the Supplier may, with prior consent of the Utility, which consent the Utility may deny in its sole discretion or convey acceptance with such conditions as it may deem fit, supply electricity from any alternative source, including Merchant Capacity, if any, provided such supply shall be at the discovered tariff under the bidding process as specified in the PSA or at a tariff rate lower than the same, which shall have been agreed between parties for such supply of power and such supply shall, <u>for payment of Fixed Charge and Fuel Charge,</u> be deemed to be supply under and in accordance with the provisions of this Agreement. <u>Provided that in case such consent is denied by the Utility, the Utility shall be liable for payment of 100% Fixed Charge to the Supplier.</u>	In case the Supplier ensures the availability of power through substitute supply in case of maintenance or Force Majeure and the same is denied by the Utility, the Utility should pay the Fixed Charge to the Supplier. Since, the obligation of the Supplier has been fulfilled, the Supplier shall be entitled to payment of Fixed Charges. It may be noted that there is no adverse impact on the Utility by availing power from an alternative source since it is to be supplied at the tariff which is not lower than the tariff under the PSA.	No change is proposed.
87.	PSA	20.1.1	The Supplier hereby agrees and undertakes that it shall achieve Financial Close within 180 days from the date of this Agreement and in the event of delay, it shall make payment of Damages to the Utility in a sum calculated at the rate of 0.05% (zero point zero five per cent) of the Performance Security for each day of delay; provided that the Damages specified herein shall be payable every week in advance and the period beyond the said 180 days shall be granted only to the extent of Damages so paid; provided further that no Damages shall be payable if such delay in Financial Close has occurred as a result of any default or delay by the Utility in procuring satisfaction of the Conditions Precedent specified in Clause 4.1.2 or due to Force Majeure. For the avoidance of doubt, the Damages payable hereunder shall be in addition to the Damages, if any, due and payable under the provisions of Clause 4.3.	Please modify the clause as under: The Supplier hereby agrees and undertakes that it shall achieve Financial Close within 180 days <u>24 Months</u> from the date of this Agreement and in the event of delay, it shall make payment of Damages to the Utility in a sum calculated at the rate of 0.05% (zero point zero five per cent) of the Performance Security for each day of delay; provided that the Damages specified herein shall be payable every week in advance and the period beyond the said 180 days <u>24 Months</u> shall be granted only to the extent of Damages so paid; provided further that no Damages shall be payable if such delay in Financial Close has occurred as a result of any default or delay by the Utility in procuring satisfaction of the Conditions Precedent specified in Clause 4.1.2 or due to Force Majeure. For the avoidance of doubt, the Damages payable hereunder shall be in addition to the Damages, if any, due and payable under the provisions of Clause 4.3.	The given time period of 180 days is based on the time period for fulfilment of CP of execution of Financing Agreements as stipulated in Article 4. However, the execution of Financing Agreement and achievement of Financial Close have different meaning under the draft PSA. As per the provisions of the PSA, the Financial Close means the fulfilment of all conditions precedent to the initial availability of funds under the Financing Agreements. Usually, bidder requires a time period of 24 months to fulfil all conditions precedent to the initial availability of funds under the Financing Agreements. Hence, it is requested that the Utility provide time period of 24 Months for achievement of Financial Close. It may be noted that the penal provisions in said clause 20.1.1 is leading double penalty on the Supplier as penal provisions in case of non-achievement of CP's by the required timeline already exist. Hence, we request that the said penalty provision be deleted.	Modified clause is as mentioned below The Supplier hereby agrees and undertakes that it shall achieve Financial Close within 180 days (extendable for a further period of 180 days) from the date of this Agreement and in the event of delay, it shall make payment of Damages to the Utility in a sum calculated at the rate of 0.05% (zero point zero five per cent) of the Performance Security for each day of delay; provided that the Damages specified herein shall be payable every week in advance and the period beyond the said 180 days (or further extended period) shall be granted only to the extent of Damages so paid; provided further that no Damages shall be payable if such delay in Financial Close has occurred as a result of any default or delay by the Utility in procuring satisfaction of the Conditions Precedent specified in Clause 4.1.2 or due to Force Majeure. For the avoidance of doubt, the Damages payable hereunder shall be in addition to the Damages, if any, due and payable under the provisions of Clause 4.3.

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					This would lead to reduced risk premium thus translating to lower tariff in the interest of the consumers.	
88.	PSA	21.2.2 & 21.2.4	<p>21.2.2 In the event the Completion Certificate specifies a Station Heat Rate that is lower than the Station Heat Rate specified in Schedule-C, the Initial Fixed Charge shall be increased such that for every improvement of 1% (one per cent) as compared to the Station Heat Rate specified in Schedule-C, the amount specified in Clause 21.2.1 shall be increased by 1.5% (one point five per cent) thereof. Provided, however, that in case the source of Fuel is situated within 100 (one hundred) kilometres of the Power Station, such increase shall be restricted to 1% (one per cent). For the purpose of calculation of SHR improvement percentage, any improvement in fraction of 1% shall be ignored. For illustration, an improvement of 1.55% in SHR shall be considered as 1%.</p> <p>21.2.3 In the event the Completion Certificate specifies a Station Heat Rate that is higher than the Station Heat Rate specified in the Schedule-C, the Initial Fixed Charge shall be decreased such that for every increase of 1% (one per cent) as compared to the Station Heat Rate specified in Schedule-C, the amount specified in Clause 21.2.1 shall be decreased by 2% (two per cent) thereof. Provided, however, that in case the source of Fuel is situated within 100 (one hundred) kilometres of the Power Station, such decrease shall be restricted to 1.5% (one point five per cent). For the purpose of calculation of SHR improvement percentage, any improvement in fraction of 1% shall be ignored. For illustration, an improvement of 1.55% in SHR shall be considered as 1%.</p>	<p>Please modify the clause as under:</p> <p>21.2.2 In the event the Completion Certificate specifies a Station Heat Rate that is lower than the Station Heat Rate specified in Schedule-C, the Initial Fixed Charge shall be increased such that for every improvement of 1% (one per cent) as compared to the Station Heat Rate specified in Schedule-C, the amount specified in Clause 21.2.1 shall be increased by 1.5% (one point five per cent) thereof. Provided, however, that in case the source of Fuel is situated within <u>an average distance of 100</u> (one hundred) kilometres of the Power Station, such increase shall be restricted to 1% (one per cent). For the purpose of calculation of SHR improvement percentage, any improvement in fraction of 1% shall be ignored. For illustration, an improvement of 1.55% in SHR shall be considered as 1%.</p> <p>21.2.3 In the event the Completion Certificate specifies a Station Heat Rate that is higher than the Station Heat Rate specified in the Schedule-C, the Initial Fixed Charge shall be decreased such that for every increase of 1% (one per cent) as compared to the Station Heat Rate specified in Schedule-C, the amount specified in Clause 21.2.1 shall be decreased by 2% (two per cent) thereof. Provided, however, that in case the source of Fuel is situated within <u>an average distance of 100</u> (one hundred) kilometres of the Power Station, such decrease shall be restricted to 1.5% (one point five per cent). For the purpose of calculation of SHR improvement percentage, any improvement in fraction of 1% shall be ignored. For illustration, an improvement of 1.55% in SHR shall be considered as 1%.</p>	<p>Generally, it was observed that coal under SHAKTI B (iv) policy is allocated from various mines of any subsidiary of CIL, therefore weighted average distance from all the mines to the plant location should be considered for computation of the distance.</p>	<p>The suggested change is acceptable. However, the bidder must furnish the calculation/details considered for calculating the average distance.</p>
89.	PSA	21.2.4	<p>The Initial Fixed Charge shall be deemed to be the Base Fixed Charge for the Accounting Year in which COD occurs, and for each subsequent Accounting Year, the applicable Base Fixed Charge shall be determined by decreasing the Base Fixed Charge for the immediately preceding Accounting Year by 2% (two per cent) thereof. For the avoidance of doubt and by way of illustration, the Base Fixed Charge for the first Accounting Year in which COD occurs shall be the Initial Fixed Charge, and for the second and third Accounting Years subsequent to the Accounting Year in which COD occurs, shall be a sum equal to 98% (ninety eight per cent) and 96.04% (ninety six point zero four per cent) respectively of the Initial Fixed Charge.</p>	<p>Please modify the clause as under:</p> <p>The Initial Fixed Charge shall be deemed to be the Base Fixed Charge for the Accounting Year in which COD occurs, and for each subsequent Accounting Year, the applicable Base Fixed Charge shall be determined by decreasing the Base Fixed Charge for the immediately preceding Accounting Year by 2% (two per cent) thereof. For the avoidance of doubt and by way of illustration, the Base Fixed Charge for the first Accounting Year in which COD occurs shall be the Initial Fixed Charge, and for the second and third Accounting Years subsequent to the Accounting Year in which COD occurs, shall be a sum equal to 98% (ninety eight per cent) and 96.04% (ninety six point zero four per cent) respectively of the Initial Fixed Charge. <u>For the avoidance of doubt, the above specified 2% decrease in Base Fixed Charge shall be applicable from the subsequent Accounting Year in which COD of the Power Station (i.e., COD of both Units) occurs.</u></p>	<p>The suggested change is clarificatory in nature and should be provided in order to avoid ambiguity / disputes in future. It is pertinent to note that the above clarification was also provided by the M.P. Power Management Co. Ltd. under its bid invited in 2019/20 for procurement of 1230 MW net power for the state of MP and also by the UPPCL under its ongoing similar bidding process.</p>	<p>Suggested change is accepted.</p> <p><i>May be agreed. However, we may include the following mechanism for clarity in event U2 COD gets delayed.</i></p> <p><i>Mechanism:</i> <i>Upon COD of U-1, the Supplier shall be entitled to Tariff payments (Fixed Charge + Fuel Charge), including WPI indexation as applicable. Upon commissioning of U-2, the same tariff shall also apply to U-2, and the 2% reduction in Base Fixed Charge shall commence in the accounting year subsequent to the COD of U-2.</i></p> <p><i>In case COD of U-2 gets delayed beyond 1 year from COD of U-1, the reduction in Base Fixed Charge by 2% shall be applicable from the accounting year subsequent to the SCOD. Upon commissioning of U-2, the same tariff as applicable in that year to U-1 shall also apply to U-2 and every year thereafter.</i></p>
90.	PSA	21.6 Incentive and Damages	<p>21.6.1 In the event that the Availability in any month exceeds the Normative Availability on cumulative basis, the Supplier, in lieu of a Fixed Charge, be entitled to an Incentive which shall be calculated and paid at the rate of 50 % (fifty per cent) of the Fixed Charge for Availability in excess of Normative Availability. Provided, however, that any Incentive hereunder shall be due and payable only to the extent of Despatch of the</p>	<p>Please modify the clause as under:</p> <p>21.6.1 In the event that the Availability in any month exceeds the Normative Availability on cumulative basis, the Supplier, in lieu of a Fixed Charge, be entitled to an Incentive which shall be calculated and paid at the rate of 50 % (fifty per cent) of the Fixed Charge for Availability in excess of Normative Availability. Provided, however, that any Incentive hereunder shall be</p>	<p>The Normative Availability should be a constant value as specified in the Article 5 of the PSA. The suggested change is clarificatory in nature and should be provided in order to avoid ambiguity / disputes in future. If the Supplier is declaring availability to the Utility and due to any reason, the Utility is not scheduling power; the Supplier is liable to get</p>	<p>No change is proposed.</p>

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			Power Station. For the avoidance of doubt and by way of illustration, in the event the Cumulative Availability in any month shall exceed the Normative Availability (on cumulative basis) by 3% (three per cent) of the Contracted Capacity but the Despatch during that month shall exceed 1% (one per cent) of the entitlement of the Utility in the Contracted Capacity, the Incentive payable hereunder shall be restricted to such 1% (one per cent) only.	due and payable only to the extent of Despatch of the Power Station. For the avoidance of doubt and by way of illustration, in the event the Cumulative Availability in any month shall exceed the Normative Availability (on cumulative basis) by 3% (three per cent) of the Contracted Capacity but the Despatch during that month shall exceed 1% (one per cent) of the entitlement of the Utility in the Contracted Capacity, the Incentive payable hereunder shall be restricted to such 1% (one per cent) only.	incentive as it has kept idle capacity for the Utility. Also, in case Availability below Normative Availability, the Supplier is liable to pay damages to the extent of shortfall in Normative Availability. Hence methodology of applicability of Incentive and Damages should be identical for both the parties.	
91.	PSA	21.6 Incentive and Damages	21.6.2 In the event that Availability in any month is less than the Normative Availability on cumulative basis, the Fixed Charge for such month shall be reduced to the extent of shortfall in Normative Availability and in addition, any reduction below the Availability of 85% (eighty five per cent) shall, subject to the provisions of Clause 21.7, be multiplied by a factor of 0.25 (zero point two five) to determine the Damages payable for such reduction in Availability. For the avoidance of doubt, the Parties agree that the Damages to be deducted for any reduction below the aforesaid Availability of 85% (eighty five per cent) shall be 25% (twenty five per cent) of the Fixed Charge which is reduced on account of shortfall in Availability below such 85% (eighty five per cent).	Please modify the clause as under: 21.6.2 In the event that Availability in any month is less than the Normative Availability on cumulative basis , the Fixed Charge for such month shall be reduced to the extent of shortfall in Normative Availability and in addition, any reduction below the Availability of 85% (eighty five per cent) shall, subject to the provisions of Clause 21.7, be multiplied by a factor of 0.25 (zero point two five) to determine the Damages payable for such reduction in Availability. For the avoidance of doubt, the Parties agree that the Damages to be deducted for any reduction below the aforesaid Availability of 85% (eighty five per cent) shall be 25% (twenty five per cent) of the Fixed Charge which is reduced on account of shortfall in Availability below such 85% (eighty five per cent).	The suggested change is clarificatory in nature and should be provided in order to avoid ambiguity / disputes in future.	No change is proposed.
92.	PSA	21.9.2	The Tariff payable by the Utility under this Article 21 shall be inclusive of Service Tax, Electricity Duty, Value Added Tax or General Sales Tax, Custom Duty on Fuel or any replacement thereof, if applicable, and any Service Tax, Electricity Duty, Value Added Tax or General Sales Tax and Custom Duty on fuel thereon shall be paid by the Supplier. For avoidance of doubt, it is clarified that the Tariff quoted should be inclusive of all Taxes, Duties, Cesses etc. as applicable on Bid Due Date and any variation in the same after the Bid Due Date shall be subject to adjustment, in accordance with the provision of Change in Law.	Please modify the clause as under: The Tariff and Incentives payable by the Utility under this Article 21 shall be inclusive of exclusive of Service Tax, Electricity Duty, Value Added Tax or General Sales Tax, Custom Duty on Fuel or any replacement thereof, if applicable, and any Service Tax, Electricity Duty, Value Added Tax or General Sales Tax and Custom Duty on fuel thereon Taxes and duties including GST, if any, levied on the electricity supplied to the Utility, and shall be paid by the Supplier and reimbursed by the Utility upon submission of necessary particulars along with documentary evidences by the Supplier . For avoidance of doubt, it is clarified that the Tariff quoted should be inclusive of all Taxes, Dutiesduties, Cesses-cesses etc. as applicable on Bid Due Date and any variation in the same after the Bid Due Date shall be subject to adjustment, in accordance with the provision of Change in Law.	The Tariff payable by the Utility should not include the Taxes and duties levied on the supply of electricity to the Utility. Capitalised terms Duties and Cesses are not defined under the draft PSA published by the Utility.	Revised clause 21.9.2 shall read as under: The Tariff payable by the Utility under this Article 21 shall be exclusive of Service Tax, Electricity Duty, Value Added Tax or General Sales Tax, Custom Duty on Fuel or any replacement thereof, if applicable, and any Service Tax, Electricity Duty, Value Added Tax or General Sales Tax and Custom Duty on fuel thereon shall be paid by the Supplier and reimbursed by the Utility upon submission of necessary particulars by the Supplier.
93.	PSA	21.10 Billing and Payment	21.10.1 Commencing from the month following the month in which COD occurs, the Supplier shall, upon issuance of Regional Energy Account (REA) / State Energy Account (SEA) certifying the availability and energy scheduled for such and each succeeding month (or, if such day is not a Business Day, the immediately following Business Day), submit in triplicate to the Utility, an invoice in the agreed form (the "Monthly Invoice") signed by the authorised signatory of the Supplier setting out the computation of the Fixed Charge and Fuel Charge to be paid by the Utility to the Supplier in respect of the immediately preceding month in accordance with the provisions of this Agreement. The Supplier may raise the Monthly Invoice through email (during office hours of Utility) / courier / hand delivery. In case, the Monthly Invoice is raised through email, it shall be ensured that the original hard copy of the Monthly Invoice is received by the Utility within 5 Business Days from the date of Monthly Invoice raised. In case of non-receipt of original Monthly Invoice as per above timelines, the date of receipt of the Monthly Invoice shall	Please modify the clause as under: 21.10.1 Commencing from the month following the month in which COD occurs, the Supplier shall, upon issuance of Regional Energy Account (REA) / State Energy Account (SEA) certifying the availability and energy scheduled for such and each succeeding month (or, if such day is not a Business Day, the immediately following Business Day), submit in triplicate to the Utility, an invoice in the agreed form (the "Monthly Invoice") signed by the authorised signatory of the Supplier setting out the computation of the Fixed Charge and Fuel Charge to be paid by the Utility to the Supplier in respect of the immediately preceding month in accordance with the provisions of this Agreement. The Supplier may raise the Monthly Invoice through email (during office hours of Utility) / courier / hand delivery. In case, the Monthly Invoice is raised through email, it shall be ensured that the original hard copy of the Monthly Invoice is received by the Utility within 5 Business Days from the date of Monthly Invoice raised. In case of non-receipt of original Monthly Invoice as per above	Issuance of REA/SEA may take time in any month. The billing cannot be kept on hold for this delay.	No change is proposed.

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			stand revised to the actual date of receipt of original Monthly Invoice by the Utility. In case of receipt of Monthly Invoice through email after office hours of the Utility, the next Business Day shall be considered as the date of receipt of such Monthly Invoice. Either Party may raise an Invoice on the other Party (“ Supplementary Invoice ”) for payment / adjustment / recovery in accordance with the provisions of this Agreement.	timelines, the date of receipt of the Monthly Invoice shall stand revised to the actual date of receipt of original Monthly Invoice by the Utility. In case of receipt of Monthly Invoice through email after office hours of the Utility, the next Business Day shall be considered as the date of receipt of such Monthly Invoice. Either Party may raise an Invoice on the other Party (“Supplementary Invoice”) for payment / adjustment / recovery in accordance with the provisions of this Agreement.		
94.	PSA	21.11	<p>Disputed Amounts</p> <p>21.11.1 The Utility shall, within 10 (ten) days of receiving an invoice, notify the Supplier of the Disputed Amounts, with particulars thereof. Within 7 (seven) days of receiving such notice, the Supplier shall present any information or evidence as may reasonably be required for determining that such Disputed Amounts are payable. The Utility may, if necessary, meet a representative of the Supplier for resolving the dispute and in the event that the dispute is not resolved amicably, the Dispute Resolution Procedure shall apply. For the avoidance of doubt, even if a dispute is resolved amicably, any amount paid after the Payment Due Date shall be deemed as delayed payment for the purposes of payment of interest thereon. For the avoidance of doubt, the Utility shall be entitled to raise a dispute regarding any Disputed Amounts, whether due or already paid in accordance with this Agreement, at any time.</p>	<p>Please modify the clause as under:</p> <p>The Utility shall, within 10 (ten) days of receiving an invoice, notify the Supplier of the Disputed Amounts, with particulars thereof. Within 7 (seven) days of receiving such notice, the Supplier shall present any information or evidence as may reasonably be required for determining that such Disputed Amounts are payable. The Utility may, if necessary, meet a representative of the Supplier for resolving the dispute and in the event that the dispute is not resolved amicably, the Dispute Resolution Procedure shall apply. For the avoidance of doubt, even if a dispute is resolved amicably, any amount paid after the Payment Due Date shall be deemed as delayed payment for the purposes of payment of interest thereon. For the avoidance of doubt, the Utility shall be entitled to raise a dispute regarding any Disputed Amounts, whether due or already paid in accordance with this Agreement, at any time.</p> <p><u>Provided that notwithstanding anything to the contrary contained herein, the Utility shall ensure full Tariff payments to the Supplier.</u></p>	Payment disputes should not adversely affect the debt repayment and other fixed payment obligations of the Supplier like O&M, fuel etc.. Hence even in case of payment disputes, tariff payments need to be made by the Utility to ensure Supplier meets its fixed obligations as well as payment obligations to Fuel Supplier.	No change is proposed.
95.	PSA	22.1 Station Heat Rate	The heat energy input, in kCal, required for generation and supply of 1 (one) kWh of electricity at the Point of Grid Connection, after accounting for auxiliary consumption and losses upto the Point of Grid Connection, if any, as determined by Tests and specified in the Provisional Certificate or Completion Certificate, as the case may be, shall be the net station heat rate of the Power Station (the “ Station Heat Rate ” or “ SHR ”). Provided that the SHR shall be adjusted from time to time in accordance with the provisions of Clause 24.4, to account for any reduction in Despatch. Provided further that the aforesaid SHR shall be deemed to be increased by 0.15% (zero point one five per cent) per annum on each successive anniversary of COD and the number so arrived at shall be the applicable SHR for that year. For the avoidance of doubt and by way of illustration, the Parties expressly agree that if Tests determine that the Station Heat Rate at the Point of Grid Connection is say 2,300 kCal per kWh, it shall be assumed that such Station Heat Rate has been derived after accounting for auxiliary consumption and losses upto the Point of Grid Connection, if any.	<p>Please modify the clause as under:</p> <p>The heat energy input, in kCal, required for generation and supply of 1 (one) kWh of electricity at the Point of Grid Connection, after accounting for auxiliary consumption and losses upto the Point of Grid Connection, if any, as determined by Tests and specified in the Provisional Certificate or Completion Certificate, as the case may be, shall be the net station heat rate of the Power Station (the “Station Heat Rate” or “SHR”). Provided that the SHR shall be adjusted from time to time in accordance with the provisions of Clause 24.4, to account for any reduction in Despatch. Provided further that the aforesaid SHR shall be deemed to be increased by 0.15%<u>0.5</u> (zero point one five per cent) per annum on each successive anniversary of COD and the number so arrived at shall be the applicable SHR for that year. For the avoidance of doubt and by way of illustration, the Parties expressly agree that if Tests determine that the Station Heat Rate at the Point of Grid Connection is say 2,300<u>2,350</u> kCal per kWh, it shall be assumed that such Station Heat Rate has been derived after accounting for auxiliary consumption and losses upto the Point of Grid Connection, if any.</p>	<p>It may be noted that the actual/approved Net SHR of newly constructed 800 MW units of central and state gencos is quite high, as shown below:</p> <ul style="list-style-type: none"> ➤ NTPC Kudgi (3 x 800 MW) CERC has approved Gross SHR of 2210.66 kCal/kWh and Aux of 5.75%, translating to Net SHR of 2345.528 kCal/kWh (<i>Tariff Order dated 08.01.2020</i>). ➤ Wanakbori U-8 (800MW) GERC has approved Gross SHR of 2248 kCal/kWh and Aux of 5.25%, translating to Net SHR of 2372.559 (<i>Tariff Order dated 31.03.2023</i>). <p>Thus, it is seen that the Net SHR for 800 MW units in operation is in the range of over 2,340 kCal /kWh to over 2,370 kCal/kWh. It is thus requested that the Net SHR to be considered in the present bid be 2,350 Kcal/kWh.</p> <p>Regarding increase in SHR degradation allowance:</p> <p>As per NTPC’s submissions in “Summary of the comments and suggestions received on Approach Paper on Terms and Conditions of Tariff Regulations for the tariff period 1.4.2014 to 31.3.2019”, the turbine performance deteriorates with ageing during the operating cycle of the plant, which in turn adversely affects the cycle operating heat rate. The average heat rate deviation factor for aging, accordingly, is of the order of 1.74% (39</p>	No Change is proposed except that 2,300 kCal per kWh may be read as 2,375 kCal per kWh ± .

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					kCal/kWh) for the 500 MW units commissioned before 2009 and 2.7% (62 kCal/kWh) for the 200 MW units. Also, as stated by NTPC, it is possible to recover only 70% of heat rate deviation after capital overhaul. It is thus requested that the de-gradation allowance be allowed at 0.5% instead of 0.15%.	
96.	PSA		The heat energy input, in kCal, required for generation and supply of 1 (one) kWh of electricity at the Point of Grid Connection...Provided further that the aforesaid SHR shall be deemed to be increased by 0.15% (zero point one five per cent) per annum on each successive anniversary of COD and the number so arrived at shall be the applicable SHR for that year.....	We understand that the SHR de-gradation shall be applicable from the subsequent accounting year in which COD of Power Station (i.e., COD of both Units) occurs, and till such time the Tariff for both U-1 and U-2 shall be the same. Kindly confirm.		The COD referred here shall refer to COD of Power Station.
97.	PSA	22.2.1 (a)	Supplier in its bid has quoted a Fuel Charge of Rs ... and paise ... ((Rupees and paise) per kWh comprising of (a) Rs. and paise ....(Rupees and paise) per kWh on account of cost of Fuel, and (b) Rs. ....and paise (Rupees and paise) per kWh on account of transportation. The Fuel Charges quoted by the Supplier is based on the parameters comprising of (i) "As delivered Price" of coal of Rs per Tonne(inclusive of applicable taxes) at the loading point of the mine to be sourced from the mine as per part C of Annex-1 of Schedule A, as amended from time to time; (ii) GCV of coal of kcal/kg as received at plant; (iii) Freight of Rs per Tonne (inclusive of applicable taxes) payable to Indian Railways for transportation (applicable for full rake load); and (iv) Average distance of km from the loading point of mine to the proposed Plant location.	1. The term "As delivered Price" is not defined. It should be defined as under: <u>"As Delivered Price" means the source specific price of CIL or its Subsidiaries at the loading point of the mine with all applicable taxes, levies and add-ons (surface transportation charges, sizing/crushing charges, rapid loading charges, and any other applicable charges of CIL/Subsidiaries) and shall not include any compensation for Short-delivery/short lifting and penalty/interest for delayed payments by the Supplier to Fuel Supplier.</u> Further, the Utility may kindly provide clarity on difference between "As Delivered Price" and "As delivered Price". 2. Further, please modify the clause as under: Supplier in its bid has quoted a Fuel Charge of Rs ... and paise ... ((Rupees and paise) per kWh comprising of (a) Rs. and paise ....(Rupees and paise) per kWh on account of cost of Fuel, and (b) Rs. ....and paise (Rupees and paise) per kWh on account of transportation. The Fuel Charges quoted by the Supplier is based on the parameters comprising of (i) <u>Weighted Average of "As delivered-Delivered Price"</u> of coal of Rs per Tonne(inclusive of applicable taxes) at the loading point of the mine to be sourced from the mine as per part C of Annex-1 of Schedule A, as amended from time to time; (ii) <u>Weighted Average of GCV</u> of coal of kcal/kg as received at plant; (iii) <u>Weighted Average Freight</u> of Rs per Tonne (inclusive of applicable taxes) payable to Indian Railways for transportation (applicable for full rake load); and (iv) Average distance of km from the loading point of mine to the proposed Plant location.	It is seen from past tenders, coal allocated under SHAKTI Policy will be sourced from more than one coal mine. Therefore, all parameters should be quoted considering the weighted average value. Hence, the Utility may kindly accept this changes. These modifications need to be aligned with any changes to be made in the respective provisions of RFP (if any). Further, suitable changes need to be made in relevant sections of the agreement too.	Suggested changes are accepted.
98.	PSA	22.2.1 (b)	The Supplier represents and warrants that the "As delivered Price" of coal and Freight payable to Indian Railways for transportation considered for the purpose of quoted Fuel Charge are equivalent or less than 101% of "As delivered Price" of allocated coal and 110% of Railway Freight respectively as on Bid Date.	Please modify the clause as under: The Supplier represents and warrants that the <u>Weighted Average of "As Delivered Price"</u> of coal and <u>Weighted Average Freight</u> payable to Indian Railways for transportation considered for the purpose of quoted Fuel Charge are equivalent or less than 101% of " <u>As delivered Delivered Price</u> " of allocated coal and 110% of Railway Freight respectively as on Bid Date.	It is seen from past tenders, coal allocated under SHAKTI Policy B(iv) will be sourced from more than one coal mine. Therefore, all parameters should be quoted considering the weighted average value.	The suggested change is accepted. However, the bidder must furnish the calculation/details considered for calculating the weighted average price.
99.	PSA	22.2.1 (c)	The Parties agree and confirm that as on the Bid Date, the Fuel Charge determined in accordance with the provisions of Article 22, to be Rs. and paise.... (Rupees and paise....) per kWh and is based on the parameters comprising of (a) "As Delivered Price" of coal of Rs	Please modify the clause as under: The Parties agree and confirm that as on the Bid Date, the Fuel Charge determined in accordance with the provisions of Article 22, to be Rs. and paise.... (Rupees and paise....) per kWh and is based on the parameters	It is seen from past tenders, coal allocated under SHAKTI Policy B(iv) will be sourced from more than one coal mine. Therefore, all parameters should be quoted considering the weighted average value.	The suggested change is accepted. However, the bidder must furnish the calculation/details considered for calculating the weighted average price/GCV.

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			per Tonne(inclusive of applicable taxes) at the loading point of the mine to be sourced from the mine as per part C of Annex-1 of Schedule A, as amended from time to time; (ii) GCV of coal of kcal/kg as received at plant; and (iii) Freight of Rs per Tonne (inclusive of applicable taxes) payable to Indian Railways for transportation (applicable for full rake load)	comprising of (a) <u>Weighted Average of</u> “As Delivered Price” of coal of Rs per Tonne(inclusive of applicable taxes) at the loading point of the mine to be sourced from the mine as per part C of Annex-1 of Schedule A, as amended from time to time; (ii) <u>Weighted Average</u> GCV of coal of kcal/kg as received at plant; and (iii) <u>Weighted Average</u> Freight of Rs per Tonne (inclusive of applicable taxes) payable to Indian Railways for transportation (applicable for full rake load)		
100.	PSA	22.2.1 (e)	The Parties further agree that the proportion by which the values of the parameter, comprising of (i) “As delivered Price” of coal; and (ii) Freight, considered by the Supplier as specified in Clause 22.2.1 (A) are lower than with those specified at Clause 22.2.1 (C) shall apply at all times during the Contract Period.	Please modify the clause as under: The Parties further agree that the proportion by which the values of the parameter, comprising of (i) <u>Weighted Average of</u> “As delivered-Delivered Price” of coal; and (ii) <u>Weighted Average</u> Freight, considered by the Supplier as specified in Clause 22.2.1 (A) are lower than with those specified at Clause 22.2.1 (C) shall apply at all times during the Contract Period The Parties further agree that the proportion by which the values of the parameter, comprising of (i) <u>Weighted Average of</u> “As Received-Delivered Price” of coal; and (ii) <u>Weighted Average</u> Freight, considered by the Supplier as specified in Clause 22.2.1 (A) are lower than with those specified at Clause 22.2.1 (C) shall apply at all times during the Contract Period.	It is seen from past tenders, coal allocated under SHAKTI Policy B(iv) will be sourced from more than one coal mine. Therefore, all parameters should be quoted considering the weighted average value.	The suggested change is accepted. However, the bidder must furnish the calculation/details considered for calculating the weighted average price.
101.	PSA	22.2.2	The Parties expressly acknowledge and agree that the Fuel Charge after COD arrived at by dividing the product of SHR (as determined in Clause 22.1.1) and the Landed Fuel Cost per kilogram of Fuel (as determined in Clauses 22.2.3 and 22.2.4) by the Average GCV per kilogram of coal (as determined in Clause 22.3) shall be deemed to be the Fuel Charge hereunder. The Parties further agree that the Fuel Charge for electricity generated from Allocated Coal and the Fuel, if any, from AFSA shall be determined separately, and unless specified to the contrary, Fuel Charge shall be deemed to be based on Allocated Coal. <i>Explanation:</i> Landed cost of Fuel shall be the sum of (i) “As Delivered Price” of coal(inclusive of applicable taxes), in Rs. per kilogram, at the loading point of the mine to be sourced from the mine as per part C of Annex-1 of Schedule A, as amended from time to time; which is due and payable by the Supplier for procuring Fuel in accordance with the provisions of Clause 22.2.3, and (ii) Freight (inclusive of applicable taxes) payable for transportation of Fuel as specified in Clauses 22.2.4 (the “ Landed Fuel Cost ”). Provided, however, that the Landed Fuel Cost shall in no case exceed the actual cost incurred by the Supplier.	Please modify the clause as under: The Parties expressly acknowledge and agree that the Fuel Charge after COD arrived at by dividing the product of SHR (as determined in Clause 22.1.1) and the Landed Fuel Cost per kilogram of Fuel (as determined in Clauses 22.2.3 and 22.2.4) by the <u>Weighted</u> Average GCV per kilogram of coal (as determined in Clause 22.3) shall be deemed to be the Fuel Charge hereunder. The Parties further agree that the Fuel Charge for electricity generated from Allocated Coal and the Fuel, if any, from AFSA shall be determined separately, and unless specified to the contrary, Fuel Charge shall be deemed to be based on Allocated Coal. <i>Explanation:</i> Landed cost of Fuel shall be the sum of (i) <u>Weighted Average of</u> “As Delivered Price” of coal(inclusive of applicable taxes), in Rs. per kilogram, at the loading point of the mine to be sourced from the mine as per part C of Annex-1 of Schedule A, as amended from time to time; which is due and payable by the Supplier for procuring Fuel in accordance with the provisions of Clause 22.2.3, and (ii) <u>Weighted Average</u> Freight (inclusive of applicable taxes) payable for transportation of Fuel as specified in Clauses 22.2.4 (the “ Landed Fuel Cost ”). Provided, however, that the Landed Fuel Cost shall in no case exceed the actual cost incurred by the Supplier.	It is seen from past tenders, coal allocated under SHAKTI Policy B(iv) will be sourced from more than one coal mine. Therefore, all parameters should be quoted considering the weighted average value.	The suggested change is accepted. However, the bidder must furnish the calculation/details considered for calculating the weighted average price/GCV.
102.	PSA	22.2.3	The cost of Fuel forming part of the Landed Fuel Cost shall be determined in accordance with the following explanation: <i>Explanation:</i> (a) For the Allocated Coal supplied by CIL/SCCL through Letter of Assurance/ FSA arranged by the Utility, the price of Fuel shall be deemed to be the lower of, (i) “As Delivered Price” of coal for the relevant month at the loading point of the mine to be sourced from the mine as per part C of Annex-1 of Schedule A, as amended from time to time; reduced by the proportion which is the “As Delivered Price” considered by the Bidder at Clause 22.2.1 (A) bears with that specified at Clause 22.2.1 (C);	Please modify the clause as under: The cost of Fuel forming part of the Landed Fuel Cost shall be determined in accordance with the following explanation: <i>Explanation:</i> (a) For the Allocated Coal supplied by CIL/ SCCL <u>its subsidiaries</u> through Letter of Assurance/ FSA arranged by the Utility, the price of Fuel shall be deemed to be the lower of, (i) <u>101% of the Weighted Average of</u> “As Delivered Price” of coal for the relevant month at the loading point of the mine to be sourced from the mine as per part C of Annex-1 of Schedule A, as amended from time to time; reduced by the proportion which is the	It is seen from past tenders, coal allocated under SHAKTI Policy B(iv) will be sourced from more than one coal mine. Therefore, all parameters should be quoted considering the weighted average value. The Ex-mine Fuel Cost quoted by the bidder should be pass-through. Further, the Bidder shall, during operations period, be allowed atleast 1% transit loss over and above the cost of coal payable to CIL. Hence, the Utility may kindly approve the requested changes. Other changes related with referencing are suggested to bring more clarity.	Modified clause shall read as under: The cost of Fuel forming part of the Landed Fuel Cost shall be determined in accordance with the following explanation: <i>Explanation:</i> (a) For the Allocated Coal supplied by CIL/SCCL through Letter of Assurance/ FSA arranged by the Utility, the price of Fuel shall be deemed to be the lower of, (i) Weighted Average “As Delivered Price” of coal for the relevant month at the loading point of the mine to be sourced from the mine as per part C of Annex-1 of Schedule A, as amended from time to time; reduced by the proportion which is the Weighted Average “As Delivered Price” considered by the Bidder at Clause 22.2.1 (A)

SN	Document	Clause Ref.	Existing provision	Suggested modification / comment / clarification required	Rationale	MSEDCL Response
			and (ii) 101% (one hundred and one per cent) of the price payable by the Supplier. In case of Additional Fuel Supply Arrangement for domestic Fuel, the price thereof shall be the lower of, (i) the average price of similar Fuel sold by CIL through latest e-auction; and (ii) actual cost of procurement of Fuel.	<u>Weighted Average</u> "As Delivered Price" considered by the Bidder at Clause 22.2.1 (a) bears with that specified at Clause 22.2.1 (C); and (ii) 101% (one hundred and one per cent) of the price payable by the Supplier <u>the actual cost of procurement of Fuel</u> . In case of Additional Fuel Supply Arrangement for domestic Fuel, the price thereof shall be the lower of, (i) the average price of similar Fuel sold by CIL through latest e-auction; and (ii) actual cost of procurement of Fuel.		bears with that specified at Clause 22.2.1 (C); and (ii) 101% (one hundred and one per cent) of the price payable by the Supplier. In case of Additional Fuel Supply Arrangement for domestic Fuel, the price thereof shall be the lower of, (i) the average price of similar Fuel sold by CIL through latest e-auction; and (ii) actual cost of procurement of Fuel.
103.	PSA	22.2.4	The total cost of transportation of domestic Fuel, forming part of the Landed Fuel Cost, shall be the lower of, (a) 110% (one hundred and ten per cent) of the Freight payable to the Indian Railways for transportation (applicable for full rake load) by rail and taxes and duties payable on such freight applicable during the relevant month reduced by the proportion which is the Freight considered by the Bidder at Clause 22.2.1 (A) bears with that specified at Clause 22.2.1 (C), and (b) the actual cost of transportation. In respect of transportation of Fuel by road, the cost of domestic fuel, forming part of the Landed Fuel Cost, shall be lower of (a) 110% (one hundred and ten per cent) of the Freight payable to the Indian Railways for transportation by rail for the distance slab corresponding to the actual road distance covered for such transportation plus taxes and duties applicable on such rail freight, and (b) the actual cost of transportation by road. For the avoidance of doubt, in case of transportation of Fuel through Rail cum Road (RCR), the distance slab corresponding to total distance covered (Rail and Road) shall be considered for the purpose of this Clause 22.2.4. It is further clarified that the Freight payable for transportation of Fuel under this clause shall not include any penalties/damages for partial loading/over-loading and demurrage, payable by and attributable to the Supplier and shall not form part of cost of transportation.	It is requested that provisions with respect to pass-through of costs incurred towards road transportation of fuel be incorporated in the Fuel Charge provision.	It may be noted that the current document only provides for transportation of fuel by rail. However, in practical, often road transport of coal is required. In such a case, road transport costs should be allowed on a complete pass-through basis, subject to checks and balances as may be deemed fit by the Utility. For instance, the Utility may prescribe that the road transportation is to be undertaken on a competitive pricing basis for transporters.	No change is proposed.
104.	PSA	22.3.4	One-half of the quantity of each sample collected in accordance with the provisions of Clause 22.3.3 shall be stored and made available for testing thereof by the Utility or Utility's engineer, any period within a period of 1 (one) month from the date of sampling at the Power Station.	One-half of the quantity of each sample collected in accordance with the provisions of Clause 22.3.3 shall be stored and made available for testing thereof by the <u>Supplier, if required, Utility or Utility's engineer</u> , any period within a period of 1 (one) month from the date of sampling at the Power Station.	It is pertinent to mention that as per the provisions of the draft PSA, the Utility Engineer will not be available during operation period	No change is proposed.
105.	PSA	22.3.7	If the sampling pursuant to Clause 22.3.6 demonstrates that the actual GCV determined for any month is more than the GCV reported by the Supplier to the Utility or the Average GCV determined in accordance with the provisions of Clause 22.3.2, as the case may be the Average GCV for that month shall be deemed to be the lower of the GCV determined by such sampling and the Average GCV determined pursuant to the provisions of Clause 22.3.6 and the Average GCV determined pursuant to the provisions of Clause 22.3.2, and in the event of any Dispute relating to sampling, the Dispute Resolution Procedure shall apply.	Please modify the clause as under: If the sampling pursuant to Clause 22.3.6 demonstrates that the actual GCV <u>determined</u> for any month is more than the GCV <u>reported by the Supplier to the Utility or the Average GCV</u> determined in accordance with the provisions of Clause 22.3.2, as the case may be the Average GCV for that month shall be deemed to be the lower of the GCV determined by <u>such sampling and the Average GCV determined</u> pursuant to the provisions of Clause 22.3.6 and the Average GCV determined pursuant to the provisions of Clause 22.3.2, and in the event of any Dispute relating to sampling, the Dispute Resolution Procedure shall apply.	The modifications highlighted here are to have consistency with the Article 22.3 of the draft PSA.	No change is proposed.
106.	PSA	22.5 Terms of FSA	... (a) The minimum annual quantity of Fuel to be supplied under the FSA shall be sufficient to generate electricity to Despatch power required to comply with normative availability of Contracted Capacity during each month (the "MACQ")	... (a) The minimum annual quantity of Fuel to be supplied under the FSA shall be sufficient to generate electricity to Despatch <u>power required to comply with normative availability of at least 100% (hundred per cent)</u> of Contracted Capacity during each month (the "MACQ")	Fuel tie-up corresponding to the full contracted capacity should be available to the Supplier, and hence the suggested change.	No change is proposed.
107.	PSA	22.6	22.6.1 Upon the Supplier meeting its obligations for and in respect of the supply of electricity to the Utility	Please modify the clause as under: Upon the Supplier meeting its obligations for and in	The Supplier upon fulfilment of its obligation in this scenario shall be incentivized more	No change is proposed.

SN	Document	Clause Ref.	Existing provision	Suggested modification / comment / clarification required	Rationale	MSEDCL Response
		Use of Allocated Coal for Buyers	as part of the Contracted Capacity, or if Utility is not able to schedule any part of the Contracted Capacity, it may generate electricity from Allocated Coal for sale thereof to Buyers subject to payment of Revenue Share to the Utility, in an amount equal to the higher of, (a) Fixed Charge and (b) 30% (thirty per cent) of the gross sale revenue accrued from Buyers for each kWh of electricity sold to any Buyer.	respect of the supply of electricity to the Utility as part of the Contracted Capacity, or if Utility is not able to schedule any part of the Contracted Capacity, it may generate electricity from Allocated Coal for sale thereof to Buyers subject to payment of Revenue Share to the Utility, in an amount equal to the higher of, (a) Fixed Charge and (b) 30% (thirty per cent) of the gross sale revenue accrued from Buyers for each kWh of electricity sold to any Buyer excess realisation over and above the then applicable Tariff.	because the scope of work for sale thereof to any third party will be more of the Supplier. The Supplier shall be motivated and incentivised to search for the prospective buyers and generate revenue which will be for the benefit of the Supplier as well as the Utility.	
108.	PSA	22.8.2	In the event of any Fuel Shortage hereunder, the Fixed Charge payable for and in respect of any Non-Availability arising as a result thereof shall be equal to 70% (seventy per cent) of the Fixed Charge. By way of illustration, the Parties agree that in the event the Non-Availability arising on account of shortfall in supply of Fuel is determined to be 50% (fifty per cent), the Supplier shall, with respect to the Non- Availability arising on account thereof in accordance with the provisions of Clause 21.5.2, be entitled to a Fixed Charge as if the Availability is equivalent to 70% (seventy per cent) of such Non- Availability. For the avoidance of doubt, the Parties agree that the Supplier shall not be liable to pay the Damages specified in Clause 21.6.2 if Non-Availability shall arise.	The said provision may be deleted	The said provision may be deleted, since under SHAKTI B(iv), fuel is arranged by Utility, and in case of shortage of the same, Supplier cannot be penalized by way of reduction in Fixed Charge.	No change is proposed.
109.	PSA	Article 22		Any penalty imposed by the coal company on the Supplier for (i) under lifting of coal and/or (ii) failure to meet minimum off-take guarantee, due to lower dispatch by the Utility, should be completely pass-through.	The FSA may have some minimum off take guarantee and non-lifting of minimum quantity (due to lower dispatch of power by Utility) may lead to imposition of penalty on the Supplier. Since such penalty has been imposed for reasons beyond the control of the Supplier, it should be reimbursed / pass-through by the Utility.	Change is accepted. Any penalty imposed by the coal supplier on the Supplier for (i) under lifting of coal and/or (ii) failure to meet minimum off-take guarantee, due to lower dispatch by the Utility, shall be reimbursed by the Utility.
110.	PSA	23.1.1	The Utility and the Supplier shall, prior to the Appointed Date, execute a default escrow agreement with the Utility's bank (the "Default Escrow Bank") substantially in the form specified in Schedule-J (the "Default Escrow Agreement") for the establishment and operation of the default escrow account (the "Default Escrow Account") in favour of the Supplier. The Parties agree and acknowledge that the Default Escrow Account shall be established and maintained at a bank where at least 30% (thirty per cent) of the Utility's total monthly Revenues are normally deposited (the "Default Escrow Bank"). The Utility expressly agrees and undertakes that throughout the term of the Contract Period, Revenues not less than 100% (hundred per cent) of the average monthly Tariff (the "Default Escrow Amount") shall be routed every month through the Default Escrow Account in accordance with the provisions of this Clause 23.1 and the Default Escrow Agreement.	Please modify the clause as under: The Utility and the Supplier shall, prior to the Appointed Date, execute a default escrow agreement with the Utility's bank (the "Default Escrow Bank") substantially in the form specified in Schedule-J (the "Default Escrow Agreement") for the establishment and operation of the default escrow account (the "Default Escrow Account") in favour of the Supplier. The Parties agree and acknowledge that the Default Escrow Account shall be established and maintained at a bank where at least 30% (thirty per cent) of the Utility's total monthly Revenues are normally deposited (the "Default Escrow Bank"). The Utility expressly agrees and undertakes that throughout the term of the Contract Period, Revenues not less than 100% (hundred per cent) of the average monthly Tariff (the "Default Escrow Amount") no less than 30% (thirty per cent) of its total Revenues shall continue to be deposited at that bank or any substitute thereof that the Parties may by mutual agreement determine and Revenues equivalent to 50% (fifty per cent) of the annual Capacity Charge (the "Maximum Monthly Payment") shall be routed every month through the Default Escrow Account in accordance with the provisions of this Clause 23.1 and the Default Escrow Agreement.	The Utility is requested to kindly modify the clause in line with provision of SBD.	Revised clause shall read as under: The Utility and the Supplier shall, prior to the Appointed Date, execute a default escrow agreement with the Utility's bank (the "Default Escrow Bank") substantially in the form specified in Schedule-J (the "Default Escrow Agreement") for the establishment and operation of the default escrow account (the "Default Escrow Account") in favour of the Supplier. The Parties agree and acknowledge that the Default Escrow Account shall be established and maintained at a bank where at least 30% (thirty per cent) of the Utility's total monthly Revenues are normally deposited (the "Default Escrow Bank"). The Utility expressly agrees and undertakes that throughout the term of the Contract Period, Revenues not less than 50% (fifty per cent) of the average monthly Tariff (the "Default Escrow Amount") shall be routed every month through the Default Escrow Account in accordance with the provisions of this Clause 23.1 and the Default Escrow Agreement.
111.	PSA	23.1	23.1.2 The Utility and the Supplier shall, prior to the Appointed Date, execute a deed of hypothecation substantially in the form specified at of Schedule-K (the "Deed of Hypothecation"), whereby the Utility shall hypothecate to the Supplier an amount equal to Default	Please modify the clause as under: 23.1.2 The Utility and the Supplier shall, prior to the Appointed Date, execute a deed of hypothecation substantially in the form specified at of Schedule-K (the "Deed of Hypothecation"), whereby the Utility shall	The Utility is requested to kindly modify the clause in line with provision of SBD	The suggested changes are accepted.

SN	Document	Clause Ref.	Existing provision	Suggested modification / comment / clarification required	Rationale	MSEDCL Response
			<p>Escrow Amount, to be deposited every month in the Default Escrow Account for discharging the liabilities arising out of and in relation to the Secured Obligations.</p> <p>23.1.3 The Parties acknowledge and agree that during the period commencing from the 25th (twenty fifth) day of every month and until discharge of any Monthly Invoice due and payable on or prior to that day, an amount equal to Default Escrow Amount shall be withheld in the Default Escrow Account for payment to the Supplier against such Monthly Invoice and the balance remaining shall be available to the Utility for withdrawal or transfer in accordance with the provisions of the Default Escrow Agreement.</p> <p>23.1.4 The Utility shall procure that the Supplier has the first priority charge on the Revenues deposited into the Default Escrow Account, in accordance with the terms of the Default Escrow Agreement and the Deed of Hypothecation, but not exceeding the Default Escrow Amount for and in respect of any month</p>	<p>hypothecate to the Supplier an amount equal to Default Escrow Amount <u>Maximum Monthly Payment</u>, to be deposited every month in the Default Escrow Account for discharging the liabilities arising out of and in relation to the Secured Obligations.</p> <p>23.1.3 The Parties acknowledge and agree that during the period commencing from the 25th (twenty fifth) day of every month and until discharge of any Monthly Invoice due and payable on or prior to that day, an amount equal to Default Escrow Amount <u>20% of the annual Capacity Charge (“the “Minimum Monthly Payment”)</u> shall be withheld in the Default Escrow Account for payment to the Supplier against such Monthly Invoice and the balance remaining shall be available to the Utility for withdrawal or transfer in accordance with the provisions of the Default Escrow Agreement.</p> <p>23.1.4 The Utility shall procure that the Supplier has the first priority charge on the Revenues deposited into the Default Escrow Account, in accordance with the terms of the Default Escrow Agreement and the Deed of Hypothecation, but not exceeding the Default Escrow Amount <u>Maximum Monthly Payment</u> for and in respect of any month</p>		
112.	PSA	23.2	<p>23.2.1 The Utility shall, no later than 30 (thirty) days prior to the likely date of COD, provide to the Supplier, an unconditional, revolving and irrevocable letter of credit for an amount equivalent to 1 (one) time of the average monthly billing (the “Letter of Credit”), which may be drawn upon by the Supplier for recovery of payment due against the Monthly Invoice in accordance with the provisions of this Agreement. The Letter of Credit shall be substantially in the form specified in Schedule-L and shall come into effect on COD, and shall be modified once every year in the month of April equal to 1 (one) time of the monthly average billing of the previous Financial Year, in accordance with the provisions of this Agreement.</p> <p>23.2.2 The Letter of Credit shall be procured by the Utility from a bank which shall have been appointed as the Default Escrow Bank. All costs and expenses relating to opening and maintenance of the Letter of Credit shall be borne by the Utility.</p> <p>23.2.3 In the event of Utility’s failure to pay the Monthly Invoice before the 27th (twenty seventh) day of the month in which the relevant Payment Due Date occurs, the Supplier may, in its discretion, invoke the Letter of Credit for recovery of the amount due, whereupon the Default Escrow Bank shall, without any reference to the Utility, pay the amount due upon the Supplier presenting the following documents, namely: (a) a copy of the Monthly Invoice which has remained unpaid; and (b) a certificate from the Supplier to the effect that the Monthly Invoice is in accordance with this Agreement and that the amount due has remained unpaid.</p> <p>23.2.4 In the event that the amount covered by the Letter of Credit is at any time insufficient for recovery of payment due against the Monthly Invoice, the Utility shall, within a period of 7 (seven) days from the date on which such shortfall occurred, cause the Letter of Credit to be replenished and reinstated to the extent specified in Clause 23.2.1. For the avoidance of doubt, the Parties</p>	<p>23.2.1 The Utility shall, no later than 30 (thirty) days prior to the likely date of COD, provide to the Supplier, an unconditional, revolving and irrevocable letter of credit for an amount equivalent to 1 (one) time of the average monthly billing <u>Minimum Monthly Payment</u> (the “Letter of Credit”), which may be drawn upon by the Supplier for recovery of payment due against the Monthly Invoice in accordance with the provisions of this Agreement. The Letter of Credit shall be substantially in the form specified in Schedule-L and shall come into effect on COD, and shall be modified once every year in the month of April equal to 1 (one) time of the monthly average billing of the previous Financial Year <u>to reflect the revision in Fixed Charge</u>, in accordance with the provisions of this Agreement.</p> <p>23.2.2 The Letter of Credit shall be procured by the Utility from a bank <u>where at least 30% (thirty per cent) of the Utility’s total monthly Revenues are normally deposited,</u> and which shall have been appointed as the Default Escrow Bank. All costs and expenses relating to opening and maintenance of the Letter of Credit shall be borne by the Utility.</p> <p>23.2.3 In the event of Utility’s failure to pay the Monthly Invoice before the 27th (twenty seventh) day of the month in which the relevant Payment Due Date occurs, the Supplier may, in its discretion, invoke the Letter of Credit for recovery of the amount due, whereupon the Default Escrow Bank shall, without any reference to the Utility, pay the amount due upon the Supplier presenting the following documents, namely: (a) a copy of the Monthly Invoice which has remained unpaid; and (b) a certificate from the Supplier to the effect that the Monthly Invoice is in accordance with this Agreement and that the amount due has remained unpaid.</p> <p>23.2.4 In the event that the amount covered by the Letter of Credit is at any time <u>less than the Minimum Monthly Payment or is</u> insufficient for recovery of payment due against the Monthly Invoice, the Utility</p>	The Utility is requested to kindly modify the clause in line with provision of SBD	Suggested changes are accepted.

SN	Document	Clause Ref.	Existing provision	Suggested modification / comment / clarification required	Rationale	MSEDCL Response
			agree that the Letter of Credit shall not be revised solely on account of revision in Fixed Charge, except to give effect to such revision once every year. 23.2.5 The Parties may, by mutual agreement, substitute the Letter of Credit by an unconditional and irrevocable bank guarantee or any equivalent instrument as may be mutually agreed upon.	shall, within a period of 7 (seven) days from the date on which such shortfall occurred, cause the Letter of Credit to be replenished and reinstated to the extent specified in Clause 23.2.1. For the avoidance of doubt, the Parties agree that the Letter of Credit shall not be revised solely on account of revision in Fixed Charge, except to give effect to such revision once every year. 23.2.5 The Parties may, by mutual agreement, substitute the Letter of Credit by an unconditional and irrevocable bank guarantee or any equivalent instrument as may be mutually agreed upon.		
113.	PSA	23.4	Payment Security for Termination The Parties agree and acknowledge that upon Termination and on failure of the Utility to make the Termination Payment within 30 (thirty) days of demand by the Supplier, Revenues equal to the Default Escrow Amount, deposited into the Default Escrow Account in accordance with the provisions of this Agreement and the Default Escrow Agreement, shall be appropriated every month and paid to the Supplier until discharge of the Termination Payment and any interest thereon. For the avoidance of doubt, the Utility expressly agrees and undertakes that amount equal to the Default Escrow Amount shall continue to be deposited into its account with the Default Escrow Bank until its liability for and in respect of the Termination Payment is fully discharged.	Payment Security for Termination The Parties agree and acknowledge that upon Termination and on failure of the Utility to make the Termination Payment within 30 (thirty) days of demand by the Supplier, Revenues equal to the Default Escrow Amount Maximum Monthly Payment , deposited into the Default Escrow Account in accordance with the provisions of this Agreement and the Default Escrow Agreement, shall be appropriated every month and paid to the Supplier until discharge of the Termination Payment and any interest thereon. For the avoidance of doubt, the Utility expressly agrees and undertakes that amount equal to the Default Escrow Amount 30% (thirty per cent) of its total monthly Revenues shall continue to be deposited into its account with the Default Escrow Bank until its liability for and in respect of the Termination Payment is fully discharged.	The Utility is requested to kindly modify the clause in line with provision of SBD	Suggested changes are accepted.
114.	PSA	24.4	In the event the Utility Despatches less than 2% (two per cent) of its entitlement in the Contracted Capacity at any time and requires ramping up of generation thereafter, it shall allow a period of 8 (eight) hours to the Supplier for reaching Availability equal to such entitlement in the Contracted Capacity and shall make an additional payment on account of increase in SHR computed in accordance with the provisions of Schedule-C for and in respect of different levels of generation during the course of ramping up. For the avoidance of doubt, the Parties agree that in the event the Supplier fails to reach such Availability within 8 (eight) hours, the shortfall thereof shall be deemed to be Mis-declaration under the provisions of Clause 21.5.5. The Parties further agree that the liability of the Utility hereunder shall at all times be reckoned with reference to its entitlement in the Contracted Capacity.	In the event the Utility Despatches less than 2% (two per cent) of its entitlement in the Contracted Capacity at any time and requires ramping up of generation thereafter, it shall allow a period of 8 (eight) hours to the Supplier for reaching Availability equal to such entitlement in the Contracted Capacity and shall make an additional payment on account of increase in SHR computed in accordance with the provisions of Schedule-C for and in respect of different levels of generation during the course of ramping up. For the avoidance of doubt, the Parties agree that in the event the Supplier fails to reach such Availability within 8 (eight) hours, the shortfall thereof shall be deemed to be Mis-declaration under the provisions of Clause 21.5.5. The Parties further agree that the liability of the Utility hereunder shall at all times be reckoned with reference to its entitlement in the Contracted Capacity. <u>Provided that notwithstanding anything to the contrary contained herein above, the operation of the Power Station shall be governed in accordance with relevant provisions of the Grid Code.</u>	The clause needs to be in line with the latest applicable governing law for operation of thermal power stations. Further, the entire capacity is contracted with the Utility, and hence dispatch at less than 2% will not be possible.	The suggested changes are accepted.
115.	PSA	27.2	Appointment of Auditors	This clause may kindly be deleted.	Under the DBFOO model, the ownership of the plant is that of the Supplier. Moreover, accounts are audited by Statutory Auditors. Hence there is no requirement of Utility involvement in the same. Hence, we request that the provisions be deleted. Similar deletion in line with the above is required to be done in Clause 27.5.	No change is proposed
116.	PSA	27.3	Certification of claims by Statutory Auditors Any claim or document provided by the Supplier to the Utility in connection with or relating to receipts, income, payments, costs, expenses, accounts or audit, and any matter incidental thereto shall be valid and effective only if certified by its Statutory Auditors.	Kindly modify the clause as under: Any claim or document provided by the Supplier to the Utility in connection with or relating to receipts, income, payments, costs, expenses, accounts or audit, and any matter incidental thereto shall be valid and effective only if certified by its Statutory Auditors. <u>For the avoidance of</u>	Statutory Auditor certificate should not be required for day-to-day or normal course of operation documents and hence the suggested change.	Suggested changes are accepted.

SN	Document	Clause Ref.	Existing provision	Suggested modification / comment / clarification required	Rationale	MSEDCL Response
				doubt, such certification shall not be required for exchange of information in the normal course of business.		
117.	PSA	28.1	Force Majeure As used in this Agreement, the expression “ Force Majeure ” or “ Force Majeure Event ” shall, save and except as expressly provided otherwise, mean occurrence in India of , any or all of Non-Political Event, Indirect Political Event and Political Event, as defined in Clauses 28.2, 28.3 and 28.4 respectively, if it affects the performance by the Party claiming the benefit of Force Majeure (the “ Affected Party ”) of its obligations under this Agreement and which act or event (a) is beyond the reasonable control of the Affected Party, and (b) the Affected Party could not have prevented or overcome by exercise of due diligence and following Good Industry Practice as well as the mandate prescribed in Clause 28.5, and (c) has Material Adverse Effect on the Affected Party. However, it is hereby clarified that Article 28 in entirety i.e., no Force Majeure events with respect to setting up of a dedicated transmission line by the Supplier upto STU shall be applicable for being claimed by Supplier against MSEDCL.	Kindly modify the clause as under: As used in this Agreement, the expression “ Force Majeure ” or “ Force Majeure Event ” shall, save and except as expressly provided otherwise, mean occurrence in India of , <u>including but not limited to,</u> any or all of Non-Political Event, Indirect Political Event and Political Event, as defined in Clauses 28.2, 28.3 and 28.4 respectively, if it affects the performance by the Party claiming the benefit of Force Majeure (the “ Affected Party ”) of its obligations under this Agreement and which act or event (a) is beyond the reasonable control of the Affected Party, and (b) the Affected Party could not have prevented or overcome by exercise of due diligence and following Good Industry Practice as well as the mandate prescribed in Clause 28.5, and (c) has Material Adverse Effect on the Affected Party. However, it is hereby clarified that Article 28 in entirety i.e., no Force Majeure events with respect to setting up of a dedicated transmission line by the Supplier upto STU shall be applicable for being claimed by Supplier against MSEDCL.	The changes have been made to further provide clarity and increase bankability of the document, thereby reducing assumed risk premiums by bidders, which would translate to competitive tariff discovery. Force Majeure clause shall be applicable for all elements of the Project. The Utility has removed the Force Majeure clause coverage for dedicated transmission line. It may be noted that the very intent of force majeure provisions is to provide relief for events beyond a parties control. Thus, when the document allows bidders to construct a dedicated line as a part of the Project, there is no apparent reason for it to be excluded from force majeure provisions.	No change is proposed.
118.	PSA	28.2 (d)	<omitted>	Kindly retain the clause as per SBD : “(d) any delay or failure of an overseas contractor to deliver equipment in India or to supply Fuel from an overseas Captive Mine, if such delay or failure is caused outside India by any event specified in Sub-clause (a) above and which does not result in any offsetting compensation being payable to the Supplier by such contractor.	Certain components of the Power Station may be procured from overseas vendors, and thus the said provision may kindly be retained as per SBD as suggested.	No change is proposed.
119.	PSA	28.4	Political Event Following acts or events to be considered as Political Event as specified in SBD has been deleted: (a) Change in Law, only if consequences thereof cannot be dealt with under and in accordance with the provisions of Article 34 and its effect, in financial terms, exceeds the sum specified in Clause 34.1	We request the Utility to kindly retain the SBD provisions in relation to Change in Law act as a Political Event.	There are certain events that cannot be directly covered under the Change in Law provision and hence the SBD provides a separate case of Force Majeure for such events. Thus, the changes have been made to further increase bankability of the document, thereby reducing assumed risk premiums by bidders, which would translate to competitive tariff discovery.	No change is proposed.
120.	PSA	28.11.6	Within 15 (fifteen) days of receiving the order referred to in Clause 28.11.5, the Parties shall meet and make efforts in good faith to accept, in whole or in part, the relief or remedy recommended by the conciliation tribunal for mitigating the effects of the Unforeseen Event and to procure implementation of the Project in accordance with the provisions of this Agreement. In pursuance hereof, the Parties may, with prior approval of the Appropriate Commission, enter into a Memorandum of Understanding (the “MoU”) setting forth the agreement reached hereunder, and the terms of such MoU shall have force and effect as if they form part of the Agreement.	Within 15 (fifteen) days of receiving the order referred to in Clause 28.11.5, the Parties shall meet and make efforts in good faith to accept, in whole or in part, the relief or remedy recommended by the conciliation tribunal for mitigating the effects of the Unforeseen Event and to procure implementation of the Project in accordance with the provisions of this Agreement. In pursuance hereof, the Parties may, with prior approval of the Appropriate Commission, <u>execute an amendment to this agreement enter into a Memorandum of Understanding (the “MoU”) setting forth the agreement reached hereunder, and the terms of such MoU shall have force and effect as if they form part of the Agreement.</u>	The recommendations of the conciliation tribunal need to be implemented in full, there should be no choice for either party for selective implementation. Instead of execution of a MoU, it would be prudent for the Agreement to be amended to the extent approved by the Appropriate Commission.	No change is proposed.
121.	PSA	31.1 Termination for Supplier Default	31.1.1 Subject to Applicable Laws and save as otherwise provided in this Agreement, in the event that any of the defaults specified below shall have occurred, and the Supplier fails to cure the default within the Cure Period set forth below, or where no Cure Period is specified, then within a Cure Period of 90 (ninety) days, the Supplier shall be deemed to be in default of this Agreement (the “ Supplier Default ”), unless the default	Please modify the clause as under: 31.1.1 Subject to Applicable Laws and save as otherwise provided in this Agreement, in the event that any of the defaults specified below shall have occurred, and the Supplier fails to cure the default within the Cure Period set forth below, or where no Cure Period is specified, then within a Cure Period of 90 (ninety) <u>120 (one hundred and twenty)</u> days, the Supplier shall be	Cure period is 120 days for Utility default. Hence, in order to maintain parity the Utility may kindly allow cure period of 120 days.	No change is proposed.

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			has occurred as a result of any breach of this Agreement by the Utility or due to Force Majeure.	deemed to be in default of this Agreement (the “ Supplier Default ”), unless the default has occurred as a result of any breach of this Agreement by the Utility or due to Force Majeure.		
122.	PSA	31.1.1 (e)	the Supplier does not achieve the latest outstanding Project Milestone or the Scheduled Completion Date, as the case may be, due in accordance with the provisions of Schedule-E and continues to be in default for 180 (one eighty) days	Please modify the clause as under: the Supplier does not achieve the latest outstanding Project Milestone or the Scheduled Completion Date, as the case may be, due in accordance with the provisions of Schedule-E and continues to be in default for 180 (one eighty) days <u>18 (eighteen) months.</u>	Since, the tender involves the construction of a new power station, please allow the default period to be 18 months.	No change is proposed.
123.	PSA	31.2 Termination for Utility Default	New provision	Please add following event as Utility’s Event of Default: <u>The Utility doesn’t approve procurement of coal through AFSA after non availability of coal under FSA due to any reason including Force Majeure;</u>	In case of shortfall in linkage coal supply under FSA, Supplier shall endeavor to procure coal under AFSA for smooth operation of plant. However, if the Utility doesn’t approve procurement of coal through AFSA in such a case, it should be treated as an Event of Default by the Utility and the Supplier shall get the right to terminate.	No change is proposed.
124.	PSA	31.2.1 (eb)	the Utility fails to pay (with respect to a Monthly Bill or a Provisional Bill) an amount exceeding 15% (fifteen percent) of the undisputed part of the most recent Monthly/Provisional Bill for a period of 90 (ninety) days after the Due Date and the Supplier is unable to recover the amount outstanding through the Payment Security provided under Article 23 of this Agreement;	Please modify the clause as under: the Utility has failed to make any payment pay (with respect to a Monthly Bill or a Provisional Bill) an amount exceeding 15% (fifteen percent) of the undisputed part of the most recent Monthly/Provisional Bill for a period of 90 (ninety) days after the Due Date to the supplier and the Supplier is unable to recover any unpaid amount through the Default escrow account and the Letter of credit within period specified in the amount outstanding through the Payment Security provided under Article 23 of this Agreement;	The said provision provides important protection to the Supplier in case the Utility commits any payment default. Hence it cannot be limited to only instances when the Utility pays less than 15% of the claimed amount, which would not provide sufficient cover to meet the Supplier’s debt and other obligations. Hence we request that the SBD clause be retained in this regard.	No change is proposed.
125.	PSA	31.3.2	31.3.2 Upon Termination on account of a Utility Default, the Utility shall pay to the Supplier, by way of Termination Payment, an amount equal to the Fixed Charge that would have been due and payable for Normative Availability for a period of 6 (six) months as if the Power Station had operated for such 6 (six) months from the date of Termination.	Please modify the clause as under: 31.3.2 Upon Termination on account of a Utility Default, the Utility shall pay to the Supplier, by way of Termination Payment, an amount equal to the Fixed Charge that would have been due and payable for Normative Availability for a period of 6 (six) months <u>3 (three) years</u> as if the Power Station had operated for such 6 (six) months <u>3 (three) years</u> from the date of Termination.	The current bid requires development of a new power station, requiring huge capex. Accordingly, we request to increase the quantum of penal provisions in case of default by the Utility. This will increase bankability of the document: Since the bid involves development of new power station, lenders would require assurance of sufficient coverage of recovery of their infused funds in case the PPA is terminated owing to Utility default. This will lead to reduced risk premiums being assumed by lenders and translate to better tariffs. It is pertinent to note that the earlier Case-1 document also provided for a termination payment of 3 years Fixed Charge in case of Utility default. Thus, our request may kindly be considered.	No change is proposed.
126.	PSA	31.3.3	Upon Termination or expiry of the Contract Period by efflux of time, the Fuel Supply Agreement or any other arrangement for production and supply of Allocated Coal shall cease to be effective and the Supplier shall have no right whatsoever to use such Allocated Coal for the Power Station without the express permission or authorisation by the Central Government in this behalf. Provided, however, that the Parties may mutually agree to a further extension of the Contract Period on the terms specified in this Agreement.	Please modify the clause as under: Upon Termination or expiry of the Contract Period by efflux of time, the Fuel Supply Agreement or any other arrangement for production and supply of Allocated Coal shall cease to be effective and the Supplier shall have no right whatsoever to use such Allocated Coal for the Power Station without the express permission or authorisation by the Central Government in this behalf. Provided, however, that the Parties may mutually agree to a further extension of the Contract Period on the terms specified in this Agreement. <u>Provided that notwithstanding anything to the contrary contained herein or elsewhere in this Agreement, in case of Termination due to a Utility Event</u>	The Supplier is undertaking huge investments in setting up of a new power station from which the entire capacity is dedicated to meet the Utility’s requirement. In case of a termination due to a Utility default, the Supplier should have access to the Allocated Coal so as to continue to generate and sell electricity to other avenues in order to meet its debt service obligations.	No change is proposed.

SN	Document	Clause Ref.	Existing provision	Suggested modification / comment / clarification required	Rationale	MSEDCL Response
				<u>of Default, the Supplier shall be allowed to use the Allocated Coal for generation and supply of electricity to other Buyers.</u>		
127.	PSA	31.5.1	<p>Restriction on use of Allocated Coal</p> <p>Upon Termination, the Supplier shall not in any manner utilise the Allocated Coal, which is required for and linked to the Contracted Capacity and shall relinquish all rights and title to such Allocated Coal, as the case may be, in favour of the Utility for use or transfer thereof in such manner as it may determine. The Supplier further agrees and undertakes that it shall not despatch or schedule any electricity produced from such Allocated Coal or save and except in accordance with the instructions of the Utility. For avoidance of doubt, the Supplier agrees and confirms that its rights and obligations under the Fuel Supply Agreement shall be read as modified to the extent of the provisions of this Clause 31.5, save and except as provided in Clause 31.3.3.</p>	<p>Please modify the clause as under:</p> <p>Upon Termination, the Supplier shall not in any manner utilise the Allocated Coal, which is required for and linked to the Contracted Capacity and shall relinquish all rights and title to such Allocated Coal, as the case may be, in favour of the Utility for use or transfer thereof in such manner as it may determine. The Supplier further agrees and undertakes that it shall not despatch or schedule any electricity produced from such Allocated Coal or save and except in accordance with the instructions of the Utility. For avoidance of doubt, the Supplier agrees and confirms that its rights and obligations under the Fuel Supply Agreement shall be read as modified to the extent of the provisions of this Clause 31.5, save and except as provided in Clause 31.3.3. <u>Provided that notwithstanding anything to the contrary contained herein or elsewhere in this Agreement, in case of Termination due to a Utility Default, the Supplier shall be allowed to use the Allocated Coal for generation and supply of electricity to other buyers.</u></p>	The Supplier is undertaking huge investments in setting up of a new power station from which the entire capacity is dedicated to meet the Utility's requirement. In case of a termination due to a Utility default, the Supplier should have access to the Allocated Coal so as to continue to generate and sell electricity to other avenues in order to meet its debt service obligations.	No change is proposed.
128.	PSA	33.2	<p>33.2.1 The restraints set forth in Clause 33.1 shall not apply to:</p> <p>(a) liens arising by operation of law (or by an agreement evidencing the same) in the ordinary course of business of the Power Station;</p> <p>(b) mortgages/pledges/hypothecation of goods/assets other than Project Assets and their related documents of title, arising or created in the ordinary course of business of the Power Station, and as security only for indebtedness to the Senior Lenders under the Financing Agreements and/or for working capital arrangements for the Power Station;</p> <p>(c) assignment of rights, interest and obligations of the Supplier to or in favour of the Lenders' Representative as nominee and for the benefit of the Senior Lenders, to the extent covered by and in accordance with the Substitution Agreement as security for financing provided by Senior Lenders under the Financing Agreements; and</p> <p>(d) liens or encumbrances required by any Applicable Law.</p> <p>33.2.2 The Supplier may mortgage, pledge, assign or hypothecate the Site and Project Assets to the Senior Lenders as security for their debt, save and except any allocation, linkage, entitlement, rights or title to the Allocated Coal required for the Contracted Capacity.</p>	<p>Please modify the clause as under:</p> <p>33.2.1 The restraints set forth in Clause 33.1 shall not apply to:</p> <p>(a) liens arising by operation of law (or by an agreement evidencing the same) in the ordinary course of business of the Power Station;</p> <p>(b) mortgages/pledges/hypothecation of goods/assets other than Project Assets and their related documents of title, arising or created in the ordinary course of business of the Power Station, and as security only for indebtedness to the Senior Lenders under the Financing Agreements-lenders of the Supplier and/or for working capital arrangements for the Power Station of the Supplier;</p> <p>(c) assignment of rights, interest and obligations of the Supplier <u>under the Agreement</u> to or in favour of the Lenders' Representative <u>lenders' representative</u> as nominee and for the benefit of the Senior Lenders <u>senior lenders of the Supplier</u>, to the extent covered by and in accordance with the Substitution Agreement as security for financing provided by Senior Lenders under the Financing Agreements <u>senior lenders and/or for working capital arrangements of the Supplier;</u> and</p> <p>(d) liens or encumbrances required by any Applicable Law.</p> <p>33.2.2 The Supplier may mortgage, pledge, assign or hypothecate the Site and Project Assets to the Senior Lenders <u>senior lenders</u> as security for their debt, save and except any allocation, linkage, entitlement, rights or title to the Allocated Coal required for the Contracted Capacity.</p>	The suggested changes would be required in case a Holding Co. (which operates several power plants) implements the project under the present PSA, in which case it would be required to allow the Supplier to create charge / assign the Agreement in favour of all of its lenders and not only the 'Senior Lenders' (as defined in the PSA) who have financed the Project.	No changes are proposed.
129.	PSA	33.3	<p>Substitution Agreement</p>	The format and principles of Substitution may kindly be allowed to be modified during the financial closing stage to allow that in case of the power station under the present	The current format of the Substitution Agreement is not suitable for a scenario wherein a holding company is implementing	<i>Suitable changes may be allowed considering scenario where project is set up in a Holding Company.</i>

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				<p>bid being part of a Holding Company (operating several other power plants also), Substitution shall only be with respect to the power station under the current bid, i.e., a carve out will be allowed for the power station set up under the subject PSA.</p> <p>Approval for the above by way of clarification / acceptance may kindly be provided at this stage, so that there is no issue in achieving Financial Closure for the project.</p>	<p>the project (and which Holding Company also owns and operates other power plants). The Substitution Agreement is to be executed at the time of Financial Closure, and is as such reviewed by the lenders. Accordingly, the Utility may kindly permit modifications to the Substitution Agreement at such time so that it can be executed for the benefit of all the senior lenders of the Supplier (i.e., the Holding Co) and not only for the Senior Lenders of this specific Project". Moreover, such holding companies operate multiple projects and may be a listed entity as well, as such transfer of equity of Supplier for the purpose of substitution will not be a feasible option. Hence, the Substitution to please be considered without transfer of any equity of Supplier to the Nominated Company and the said clause (like 3.4.5, etc.) in the format of substitution agreement also please be removed.</p>	
130.	PSA	Article 34	<p>34.1 Change in Law in relation to tariff..... (a).... (b)... (c)... It is hereby clarified that Article 34 in entirety i.e., no Change in Law events with respect to setting up of a dedicated transmission line by the Supplier upto STU shall be applicable for being claimed by Supplier against MSEDCL.</p>	<p>Kindly delete the provisions as under: 34.1 Change in Law in relation to tariff..... (a).... (b)... (c)... It is hereby clarified that Article 34 in entirety i.e., no Change in Law events with respect to setting up of a dedicated transmission line by the Supplier upto STU shall be applicable for being claimed by Supplier against MSEDCL.</p>	<p>Change in Law event should be applicable for all elements of the Project. As per the provisions of the bidding documents, the Dedicated Transmission System is a part of the Project. Bidders cannot compute project cost and quote Capacity Charge by considering the Change in Law event in relation to development of a dedicated transmission line which could happen in future. This will expose bidders to huge open risk which will be factored into the tariffs and lead to higher price discovery. Therefore, it is requested that the Utility may kindly delete the provisions as suggested.</p>	No change is proposed.
131.	PSA	34.2 Exclusions to the Change in Law:	<p>..... (a) <u> </u> a change in any condition of an approval or license obtained or to be obtained for purchase, supply, or transmission of electricity;</p>	<p>Please delete the provision as under: (a) a change in any condition of an approval or license obtained or to be obtained for purchase, supply, or transmission of electricity;</p>	<p>A change in any condition of an approval or license obtained or to be obtained for purchase, supply, or transmission of electricity should not be excluded in the Change in Law as change in some statutory approvals or license is beyond the control of the Supplier and hence it should be considered as Change in Law event and should be included in the Clause 34.1.</p>	No change is proposed
132.	PSA	34.2 Exclusions to the Change in Law:	<p>The Parties hereby agree that the term 'Change in Law' as defined in Clause 34.1 above shall exclude, inter alia, the following: (d) any impact on account of notifications by the Ministry of Environment & Forest, Govt. of India dated vide notification dated 7.12.2015 & subsequent amendments thereof in respect of revised environment norms to be complied by thermal power plants including the Project.</p>	<p>Please modify the clause as under: The Parties hereby agree that the term 'Change in Law' as defined in Clause 34.1 above shall exclude, inter alia, the following: (d) any impact on account of notifications by the Ministry of Environment & Forest, Govt. of India dated vide notification dated 7.12.2015 & subsequent amendments thereof <u>till the Bid Cut-off Date.</u> in respect of revised environment norms to be complied by thermal power plants including the Project.</p>	<p>The proposed change is clarificatory. Bidders can factor in the environment norms as applicable till the Bid Date, but any amendments / changes issued post such Bid Date should qualify as a Change in Law.</p>	The suggested change is acceptable
133.	PSA	34.3 Increase in costs	<p>If as a result of Change in Law, the Supplier suffers an increase in costs or reduction in net after-tax return or other financial burden for and in respect of Contracted Capacity, the aggregate financial effect of which exceeds the higher of Rs. 1 crore (Rupees one crore) and 0.1% (zero point one per cent) of the Capacity Charge in any Accounting Year, the Supplier shall within 60 (sixty) days of the occurrence of the Change in Law notify the Utility the proposed impact thereof including in respect of any increased costs, reduction in return or other financial</p>	<p>Please modify the clause as under: If as a result of Change in Law, the Supplier suffers an increase in costs or reduction in net after-tax return or other financial burden for and in respect of Contracted Capacity, the aggregate financial effect of which exceeds the higher of Rs. 1 crore (Rupees one crore) and 0.1% (zero point one per cent) of the Capacity Charge in any Accounting Year, the Supplier shall <u>within 60 (sixty) days of the occurrence of the Change in Law</u> notify the Utility the proposed impact thereof including in respect of any</p>	<p>The Supplier is entitled to avail the compensation due to financial burden caused by the Change in Law event as stipulated in the Article 34 and there should not be any time limitation to intimate the impact of Change in Law event. Further, the Supplier is also entitled to avail Part payment in case of any dispute in order to avoid any financial burden and cash crunch to the Supplier so that Power Station can be run</p>	No change is proposed.

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			<p>burden on the Supplier Upon notice by the Supplier, the Parties shall meet, as soon as reasonably practicable but in any case within a period of 30 (thirty) days from the date of such notice, and either agree on the proposed impact of such Change in Law or for any other mutually agreed arrangement:</p> <p>Provided that if no agreement is reached within 90 (ninety) days of the aforesaid notice, the Supplier shall within 15 (fifteen) days of expiry of the aforementioned period of 90 (ninety) days, furnish before the appropriate Commission, the computation of impact in tariff or charges to be adjusted and recovered. Any decision thereof by the appropriate Commission, subject to the Utility's right of appeal, shall entitle the Supplier to raise such Supplementary Invoice, along with particulars thereof upon the Utility to pay the amount specified therein. For the avoidance of doubt, it is agreed that this Clause 34.3 shall be restricted to any Change in Law that directly affects the Supplier's costs of performing its obligations under this Agreement.</p>	<p>increased costs, reduction in return or other financial burden on the Supplier Upon notice by the Supplier, the Parties shall meet, as soon as reasonably practicable but in any case within a period of 30 (thirty) days from the date of such notice, and either agree on the proposed impact of such Change in Law or for any other mutually agreed arrangement:</p> <p>Provided that if no agreement is reached within 90 (ninety) days of the aforesaid notice, the Supplier <u>may by issuing a Supplementary Invoice require the Utility to pay an amount that would place the Supplier in the same financial position that it would have enjoyed had there been no such Change in Law, and within 15 (fifteen) days of receipt of such Supplementary Invoice, along with particulars thereof, the Utility shall pay the amount specified therein; provided that if the Utility shall dispute such claim of the Supplier, the same shall be settled in accordance with the Dispute Resolution Procedure, shall within 15 (fifteen) days of expiry of the aforementioned period of 90 (ninety) days, furnish before the appropriate Commission, the computation of impact in tariff or charges to be adjusted and recovered. Any decision thereof by the appropriate Commission, subject to the Utility's right of appeal, shall entitle the Supplier to raise such Supplementary Invoice, along with particulars thereof upon the Utility to pay the amount specified therein.</u> For the avoidance of doubt, it is agreed that this Clause 34.3 shall be restricted to any Change in Law that directly affects the Supplier's costs of performing its obligations under this Agreement.</p> <p><u>Provided further that in case the matter is referred to be settled through Dispute Resolution Procedure as provided under this Clause, the Utility shall, pending settlement of the claim of the Supplier on account of Change in Law by the Appropriate Commission, within a period of 60 (sixty) days of the date of receipt of such Supplementary Invoice, compensate the Supplier for at least 50% (fifty percent) of such increase in cost or other financial burden, in order to place the Supplier in the same financial position as it would have enjoyed had it not been for the occurrence of the Change in Law resulting in such increase in cost or financial burden to the Supplier.</u></p> <p><u>The Supplier shall refund any excess payment made by the Utility, or the Utility shall pay the balance compensation amount, as the case may be, within a period of 10 (ten) days from the date of decision of the Appropriate Commission along with interest in accordance with Clause 38.4.</u></p>	continuously to supply un-interrupted power to the Utility.	
134.	PSA	34.4 Reduction in Costs	<p>If as a result of Change in Law, the Supplier benefits from a reduction in costs or increase in net after-tax return or other financial gains for and in respect of Contracted Capacity, the aggregate financial effect of which exceeds the higher of Rs. 1 crore (Rupees one crore) and 0.1% (zero point one per cent) of the Capacity Charge in any Accounting Year, the Utility may so notify the Supplier within 30 (thirty) thirty days of the occurrence of such positive Change in Law the proposed impact thereof. Upon notice by the Utility, the Parties shall meet, as soon as reasonably practicable but in any case within a period of 30 (thirty) days from the date of such notice, and either agree on the proposed positive Change in Law impact or for any other mutually agreed arrangement:</p> <p>Provided that if no agreement is reached within 90 (ninety) days of the aforesaid notice, the Utility shall have</p>	<p>Please modify the clause as under:</p> <p>If as a result of Change in Law, the Supplier benefits from a reduction in costs or increase in net after-tax return or other financial gains for and in respect of Contracted Capacity, the aggregate financial effect of which exceeds the higher of Rs. 1 crore (Rupees one crore) and 0.1% (zero point one per cent) of the Capacity Charge in any Accounting Year, the Utility may so notify the Supplier within 30 (thirty) thirty days of the occurrence of such positive Change in Law the proposed impact thereof, and propose amendments to this Agreement so as to place the Supplier in the same financial position as it would have enjoyed had there been no such Change in Law resulting in decreased costs, increase in return or other financial gains as aforesaid. Upon notice by the Utility, the Parties shall meet, as soon as reasonably practicable but in any</p>		No change is proposed.

SN	Document	Clause Ref.	Existing provision	Suggested modification / comment / clarification required	Rationale	MSEDCL Response
			the right to start adjusting the impact thereof with notice to the Supplier from the recurring monthly bills of the Seller. if the Seller disputes the adjustment of the invoices as provided hereinabove, then within 15 (fifteen) days of such advance notice the Seller shall approach the appropriate Commission, failing which the Supplier shall be deemed to have unconditionally accepted such adjustments.	case within a period of 30 (thirty) days from the date of such notice, and either agree on the proposed positive Change in Law impact or for any other mutually agreed arrangement: Provided that if no agreement is reached within 90 (ninety) days of the aforesaid notice, the Utility <u>may by notice require the Supplier to pay an amount that would place the Supplier in the same financial position that it would have enjoyed had there been no such Change in Law, and within 15 (fifteen) days of receipt of such notice, along with particulars thereof, the Supplier shall pay the amount specified therein to the Utility; provided that if the Supplier shall dispute such claim of the Utility, the same shall be settled in accordance with the Dispute Resolution Procedure. For the avoidance of doubt, it is agreed that this Clause 34.4 shall be restricted to changes in law directly affecting the Supplier's costs of performing its obligations under this Agreement. shall have the right to start adjusting the impact thereof with notice to the Supplier from the recurring monthly bills of the Seller, if the Seller disputes the adjustment of the invoices as provided hereinabove, then within 15 (fifteen) days of such advance notice the Seller shall approach the appropriate Commission, failing which the Supplier shall be deemed to have unconditionally accepted such adjustments.</u>		
135.	PSA	36.3 Arbitration	Omitted	The Utility is requested to retain the provisions in relation to Arbitration as stipulated in the SBD.		No change is proposed
136.	PSA	36.5 Adjudication by Tribunal	Omitted	The Utility is requested to retain the provisions in relation to Adjudication by Tribunal as stipulated in the SBD.		No change is proposed
137.	PSA	Article 39	"DSM Regulations" means the CERC (Deviation Settlement Mechanism and related matters) Regulations, 2014 along with its amendments or any substitute thereof	Kindly modify the definition as under: "DSM Regulations" means the CERC (Deviation Settlement Mechanism and related matters) Regulations, 2014-2022 along with its amendments or any substitute thereof	To align with extant regulations.	The suggested change is accepted.
138.	PSA	Article 39	"Power Station" or "New Power Station" or "Project" for the purpose of this PSA-DBFOO means the generating station of which the construction is commenced after the Date of Letter of Award (LoA) and grid synchronization, commissioning and COD of its Units are achieved as per the terms of the Power Supply Agreement (PSA) and as described in Schedules A and B of the PSA-DBFOO. For the avoidance of doubt, it is clarified that construction for this purpose would mean that the Bidder has placed the order for supply of Boiler, Turbine and Generator package after the date of Letter of Award (LoA) and shall include the Dedicated Transmission System, Project Assets, Project Facilities and the allocation of Allocated Coal which is linked to or attached with the Project;	Kindly modify the definition as under: "Power Station" or "New Power Station" or "Project" for the purpose of this PSA-DBFOO means the generating station of which the construction is commenced after the Date of Letter of Award (LoA) <u>date of issuance of NIT</u> and grid synchronization, commissioning and COD of its Units are achieved as per the terms of the Power Supply Agreement (PSA) and as described in Schedules A and B of the PSA-DBFOO. For the avoidance of doubt, it is clarified that construction for this purpose would mean that the Bidder has placed the order for supply of Boiler, Turbine and Generator package after the date of Letter of Award (LoA) <u>date of issuance of NIT</u> and shall include the Dedicated Transmission System, Project Assets, Project Facilities and the allocation of Allocated Coal which is linked to or attached with the Project;	For the purpose of definition of New Power Station, the construction of the generating station should be started after issuance of the NIT, i.e., after 13.03.2024. Similar change may also be carried out under the PSA.	The suggested changes are accepted.
139.	PSA	Schedule A (Part B)	Line ROW [Note: Through suitable description in drawings and words, the Line ROW for the Dedicated Transmission System shall be described briefly but precisely.		We understand that provisions in relation to Dedicated Transmission line and Line ROW will not be applicable for the bidder who will be connected with ISTS network for transmission of power to Delivery Point.	It is clarified that details required as per Schedule A Part B are applicable to Dedicated Transmission System referred to in Schedule B of Annex II of the PSA.
140.	PSA	Schedule A (Part C)	<omitted>	Part C of Schedule A (Allocated Coal Linkage) should be added.	As per SBD, Part C should be details of Coal Mines/Block. Further, the Utility will arrange the coal for the Project under Para B (iv) of SHAKTI policy and the references of Part C of Schedule A are also given in Article 22 (Fuel	Details of Allocated Coal Linkage shall be incorporated in Part C of Schedule A.

SN	Document	Clause Ref.	Existing provision	Suggested modification / comment / clarification required	Rationale	MSEDCL Response
					Charge). Hence, it is requested to incorporate the Part C of Schedule C.	
141.	PSA	Annex-I Sch-B	<p>Ramp Rates</p> <p>All Units of the Power Station shall be capable of increasing or decreasing their output (generation level) by not less than 3% (three per cent) per minute. Such capability shall at all times be demonstrated during the Unit load of 50% (fifty per cent) or more.</p> <p>Each Unit of the Power Station shall have the capacity to ramp up from a cold start and reach full capacity within a period of 8 (eight) hours from the time of each start.</p>	<p>Kindly modify the clause as under:</p> <p>The ramp rates All Units of all Units of the Power Station shall be in compliance with the relevant provisions of the Central Electricity Authority (Flexible Operation of Coal based Thermal Power Generating Units) Regulations, 2023 capable of increasing or decreasing their output (generation level) by not less than 3% (three per cent) per minute. Such capability shall at all times be demonstrated during the Unit load of 50% (fifty per cent) or more</p> <p>Each Unit of the Power Station shall have the capacity to ramp up from a cold start and reach full capacity within a period of 8-12 (eight/twelve) hours from the time of each start.</p>	Amended to comply with the provisions of Central Electricity Authority (Flexible Operation of Coal based Thermal Power Generating Units) Regulations, 2023 This is in line with SCED/SCUC draft by NLDC	Suggested changes are acceptable.
142.		Annex-I Sch-C	<p>1 Specifications and Standards</p> <p>Subject to the provisions of Paragraph 2 of this Annex-I, the Power Station shall conform with the provisions of Central Electricity Authority Technical Standards for construction of Electrical Plants and Electrical Lines) Regulations 2010 which shall be deemed to be the Specifications and Standards</p>	<p>1 Specifications and Standards</p> <p>Subject to the provisions of Paragraph 2 of this Annex-I, the Power Station shall conform with the provisions of Central Electricity Authority Technical Standards for construction of Electrical Plants and Electrical Lines) Regulations 2010, as amended from time to time, and the Central Electricity Authority (Flexible Operation of Coal based Thermal Power Generating Units) Regulations, 2023, as amended from time to time, which shall be deemed to be the Specifications and Standards (An authenticated copy of the same has been provided to the Supplier as part of the Bid documents.)</p>	Amended to comply with the provisions of Central Electricity Authority (Flexible Operation of Coal based Thermal Power Generating Units) Regulations, 2023	Suggested change is acceptable.
143.	PSA	Schedule C Specifications and Standards	<p>2. Station Heat Rate</p> <p>2.1 The Station Heat Rate, reckoned at the Point of Grid Connection shall, after accounting for auxiliary consumption and transmission losses, not exceed 2,300 (two thousand three hundred) kCal per kWh at 100% (hundred per cent) maximum continuous rating (MCR).</p>	<p>Kindly modify the clause as under:</p> <p>2.1 The Station Heat Rate, reckoned at the Point of Grid Connection shall, after accounting for auxiliary consumption and transmission losses, not exceed 2,300 <u>2350</u> (two thousand three hundred fifty) kCal per kWh at 100% (hundred per cent) maximum continuous rating (MCR).</p>	<p>It may be noted that the actual/approved Net SHR of newly constructed 800 MW units of central and state gencos is quite high, as shown below:</p> <ul style="list-style-type: none"> ➤ NTPC Kudgi (3 x 800 MW) CERC has approved Gross SHR of 2210.66 kCal/kWh and Aux of 5.75%, translating to Net SHR of 2345.528 kCal/kWh (Tariff Order dated 08.01.2020). ➤ Wanakbori U-8 (800MW) GERC has approved Gross SHR of 2248 kCal/kWh and Aux of 5.25%, translating to Net SHR of 2372.559 (Tariff Order dated 31.03.2023). <p>Thus, it is seen that the Net SHR for 800 MW units in operation is in the range of over 2,340 kCal /kWh to over 2,370 kCal/kWh. It is thus requested that the Net SHR to be considered in the present bid be 2,350 Kcal/kWh.</p>	No Change is proposed except that 2,300 kCal per kWh may be read as 2,375 kCal per kWh
144.	PSA	Schedule D Recital (B)	The Agreement requires the Supplier to furnish a Performance Security to the Utility in a sum of [Rs. 299.20 cr. (Rupees Two Hundred and Ninety Nine crore and Twenty lakh)] (the “Guarantee Amount”) as security for due and faithful performance of its obligations, under and in accordance with the Agreement, during the Construction Period (as defined in the Agreement)	The Agreement requires the Supplier to furnish a Performance Security to the Utility in a sum of [Rs. 299.20-149.6 cr. (Rupees Two One Hundred and Ninety <u>Forty</u> Nine crore and <u>Sixty</u> lakh)] (the “Guarantee Amount”) as security for due and faithful performance of its obligations, under and in accordance with the Agreement, during the Construction Period (as defined in the Agreement)	The suggested changes are in line with the provisions of Performance Security amount given in the Article 9.1.	The suggested changes are accepted.
145.	PSA	Schedule D	11. This Guarantee shall come into force with immediate effect and shall remain in force and effect for a period of 36 (thirty six) months from the date hereof or	This Guarantee shall come into force with immediate effect and shall remain in force and effect for a period of 36 <u>34</u> (thirty six <u>thirty four</u>) months from the date hereof or	The changes proposed are in line with our request regarding construction period of the Power Station.	The modified clause shall read as under:

SN	Document	Clause Ref.	Existing provision	Suggested modification / comment / clarification required	Rationale	MSEDCL Response
			until it is released earlier by the Utility pursuant to the provisions of the Agreement.	until it is released earlier by the Utility pursuant to the provisions of the Agreement.		This Guarantee shall come into force with immediate effect and shall remain in force and effect for a period of 42 (forty two) months from the date hereof or until it is released earlier by the Utility pursuant to the provisions of the Agreement.
146.	PSA	Schedule E	<p>2. Project Milestones-I (Synchronisation of Unit#1) 2.1 Project Milestone-I shall occur on the date falling on the completion of 39 (thirty nine) months from the Appointed Date (the "Project Milestone-I").</p> <p>3 Project Milestone-II (COD of Unit#1) 3.1 Project Milestone-II shall occur on the date falling on the completion of 42 (forty two) months from the Appointed Date (the "Project Milestone-II").</p> <p>4 Project Milestone-III (Synchronisation of Unit#2) 4.1 Project Milestone-III shall occur on the date falling on the completion of 45 (forty five) months from the Appointed Date (the "Project Milestone-III").</p> <p>5 Scheduled Completion Date The Scheduled Completion Date for completion of the Contracted Capacity of the Power Station shall be the 48 (forty eight) months from the Appointed Date.</p>	<p>Kindly modify the clause as under:</p> <p>2. Project Milestones-I (Synchronisation of Unit#1) 2.1 Project Milestone-I shall occur on the date falling on the completion of 39 (thirty nine)51 (fifty one) months from the Appointed Date (the "Project Milestone-I").</p> <p>3 Project Milestone-II (COD of Unit#1) 3.1 Project Milestone-II shall occur on the date falling on the completion of 42 (forty two)54 (fifty four) months from the Appointed Date (the "Project Milestone-II").</p> <p>4 Project Milestone-III (Synchronisation of Unit#2) 4.1 Project Milestone-III shall occur on the date falling on the completion of 45 (forty five)57 (fifty seven) months from the Appointed Date (the "Project Milestone-III").</p> <p>5 Scheduled Completion Date The Scheduled Completion Date for completion of the Contracted Capacity of the Power Station shall be the 48 (forty eight)60 (sixty) months from the Appointed Date.</p>	The changes proposed are in line with our request regarding change in date of commencement of the Contract Period.	No change is proposed.
147.	PSA	Schedule-J	<p>2.4 Utility Account The Default Escrow Bank and the Utility acknowledge and undertake that revenue no less than the 100% (hundred percent) of the average monthly Tariff (the "Default Escrow Amount") are being deposited in the Utility's account at the Default Escrow Bank (the "Utility Account"), and the Utility undertakes to maintain the Utility Account and continue to deposit therein revenues no less than the Default Escrow Amount, till the termination of this Agreement under Clause 9 hereof.</p>	<p>Kindly modify the Clause as under: The Default Escrow Bank and the Utility acknowledge and undertake that revenue no less than the 100% (hundred percent) at least 30% (thirty percent) of the Utility's total monthly revenue average monthly Tariff (the "Default Escrow Amount") are being deposited in the Utility's account at the Default Escrow Bank (the "Utility Account"), and the Utility undertakes to maintain the Utility Account and continue to deposit therein at least 30% (thirty percent) of its total monthly revenue revenues no less than the Default Escrow Amount, till the termination of this Agreement under Clause 9 hereof.</p>	This modification is in line with the SBD provision. Hence, Utility may kindly accept the suggested changes.	Suggested changes are accepted.
148.	PSA	Schedule-P Substitution Agreement Clause 3.4.5	The transfer of Contract hereunder to a Nominated Company may, notwithstanding anything to the contrary in this Agreement and the Power Supply Agreement, be undertaken by transfer of no less than 75% (seventy five per cent) of the equity of the Supplier to the Nominated Company, and upon such transfer hereunder, the Nominated Company shall be deemed to be the Supplier under and in accordance with the provisions of this Agreement and the Power Supply Agreement.	<p>Kindly allow following modification:</p> <p>The transfer of Contract hereunder to a Nominated Company may, notwithstanding anything to the contrary in this Agreement and the Power Supply Agreement, be undertaken by transfer of no less than 51% 75% (fifty one seventy five) per cent) of the equity of the Supplier to the Nominated Company, and upon such transfer hereunder, the Nominated Company shall be deemed to be the Supplier under and in accordance with the provisions of this Agreement and the Power Supply Agreement.</p>	<p>Kindly refer our comments/ rationale for Clause 33.3 of the draft PSA in SN 129.</p> <p>The Substitution Agreement is executed with Lenders during Financial Closure. The % equity transfer provisions are finalised between lender and developer as part of financial closure and are not known during the bid time. However, based on previous financing experience, it is known that usually around 51% of the equity shares are pledged with the lenders for financing. Thus, the current provision of 'no less than 75%' will lead to problems in execution of the substitution agreement and potentially delay the financial closure process. Hence, for abundant caution and in line with extant market practices, provision of at least 51% equity transfer is suggested..</p>	Suggested change is acceptable.

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149.	RfS	General			MSEDCL has issued the draft PPA document recently, having various clause/ provisions such as SCOD timelines, FC timelines, early supply of power, transmission charges/ losses provisions etc which are different to the provisions of RfS document and required to be reflected in the RfS document. Further, it is requested that a fresh/ revised RfS document basis the provisions provided in the draft PPA document may be issued to bidders.	Please refer the following documents which are already uploaded Corrigendum No. 1 to the RFP, dated May 17, 2024 Corrigendum No. 1 to the NIT, dated May 17, 2024 Corrigendum No.1 to the RFQ, dated May 17, 2024
150.	RfS	3.5 (3)	A bidder which has been selected as successful Bidder based on this RfS can also execute the Project through a Special Purpose Vehicle (SPV) i.e. a Project company especially incorporated as a fully owned subsidiary Company (100% subsidiary) of the successful bidder for setting up of the Project which has to be registered under the Indian Companies Act, 2013, before signing of PPA. Further, the successful bidder shall ensure that its shareholding in the SPV (special purpose vehicle) / project company executing the PPA shall not fall below 51% (fifty-one per cent) at any time prior to 1 (one) year from the COD, except with the prior approval of MSEDCL.	Kindly modify the provision as under: A bidder which has been selected as successful Bidder based on this RfS can also execute the Project through a Special Purpose Vehicle (SPV) i.e. a Project company especially incorporated as a fully owned subsidiary Company (100% subsidiary) of the successful bidder for setting up of the Project which has to be registered under the Indian Companies Act, 2013, before signing of PPA. Further, the successful bidder shall ensure that its shareholding in the SPV (special purpose vehicle) / project company executing the PPA shall not fall below 51% (fifty-one per cent) at any time prior to 1 (one) year from the COD, except with the prior approval of MSEDCL. <u>However, in case if Applicant is a single entity, the group company of the Applicant or group company of the promotor of the Applicant may be permitted to set up a SPV for implementing the Solar power project as required under the NIT and RfS.</u>	Since bidders are requested to offer both Thermal and Solar power, it would not be feasible for thermal power producer to have stake in Solar SPV and for solar power producer to have stake in Thermal SPV. This is because, for instance, the lending covenants of green energy company would not permit investments in coal based power. Similarly, the AOA/business objects of a thermal power company may not have provision for investment in renewable energy projects. Therefore, group companies of the Applicant or group company of the promotor of the Applicant should be allowed to set up the Solar plant / thermal plant as applicable. In any case, since the PPA's will operate independently, permitting separate SPV will not adversely impact the Utility in any way.	The suggested change is accepted.
151.	RfS	3.9(iv)	The successful bidders are required to sign PPA with the MSEDCL within 30 days after the date of issue of LoA. Subsequent extension in this timeline shall be finalized and agreed by MSEDCL. In case, MSEDCL offers to execute the PPA with the Selected Bidder and if the Selected Bidder does not submit the requisite documents as per Section 3.11 or does not meet eligibility criteria upon submission of documents or does not execute the PPA within the stipulated time period, then the Bank Guarantee submitted towards EMD shall be forfeited by MSEDCL and the selected Project(s) shall stand cancelled.	Kindly modify the provision as under: The successful bidders are <u>is</u> required to sign PPA with the MSEDCL <u>only after demonstration of land availability for the project which should happen</u> within 30 <u>180</u> days after the date of issue of LoA. Subsequent extension in this timeline shall be finalized and agreed by MSEDCL. In case, MSEDCL offers to execute the PPA with the Selected Bidder and if the Selected Bidder does not submit the requisite documents as per Section 3.11 or does not meet eligibility criteria upon submission of documents or does not execute the PPA within the stipulated time period, then the Bank Guarantee submitted towards EMD shall be forfeited by MSEDCL and the selected Project(s) shall stand cancelled.	The proposed modifications are in line with the provision of the draft PPA (Recital) uploaded by the Utility which stipulates that Power Producer has demonstrated availability of adequate land for the first phase of the Project for which timeline of not beyond 6 (six) months from Letter of Award was provided.	Please refer Addendum-, dated May 24 , 2024
152.	RfS	3.11(1)	A copy of Power Purchase Agreement, to be executed between MSEDCL and the Successful Bidder or its 100% subsidiary Special Purpose Vehicle (SPV), shall be provided by MSEDCL along with this RfS. The PPA shall be signed within 1 month from the date of issue of Letter of Award (LoA) or MERC order whichever is later. A single PPA shall be executed between MSEDCL and the selected bidder for the awarded capacity. The PPA shall be valid for a period of 25 years from the Scheduled Commercial Operation Date in case of proposed/new solar power projects or existing solar power projects based on the terms, conditions and provisions of the RfS, irrespective of dates of early part commissioning or early full commissioning.	Kindly modify the provision as under: A copy of Power Purchase Agreement, to be executed between MSEDCL and the Successful Bidder or its 100% subsidiary Special Purpose Vehicle (SPV), shall be provided by MSEDCL along with this RfS. The PPA shall be signed within 1 month <u>timeline as per clause 3.9 (iv)</u> from the date of issue of Letter of Award (LoA) or MERC order whichever is later. A single PPA shall be executed between MSEDCL and the selected bidder for the awarded capacity. The PPA shall be valid for a period of 25 years from the Scheduled Commercial Operation Date in case of proposed/new solar power projects or existing solar power projects based on the terms, conditions and provisions of the RfS, irrespective of dates of early part commissioning or early full commissioning.	The changes are proposed to have a consistency with Clause 3.9 (iv) of the RfS document and considering our request made in SN 150 and SN 151.	Please refer Addendum-, dated May 24, 2024
153.	RfS	Section 4	Bid evaluation methodology and selection of Projects 4.3 Reverse Auction (Step-3)	-	As per the RfS document, during the reverse auction, in the bidder's bidding window, the following information can be viewed by the bidder: its tariffs (thermal and solar) as their	Reverse auction shall be on the weighted average cost, bidders shall be allowed to lower the bid by changing the bid prices of both thermal and solar

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					initial start price and there after last quoted tariffs along with corresponding Weighted Average Tariff as per Annexure I of Notice Inviting Tender (NIT). Further, kindly provide more clarity on the reverse auction methodology such as whether the reverse auction will be conducted for both thermal and solar at the same time or at different times.																
154.	RfS	Format 6.1 Sub point 1 (Page 50)	We give our unconditional acceptance to the RfS dated - ----- and PPA. In token of our acceptance to the RfS, and PPA along with the amendments and clarifications issued by MSEDCL, the same have been digitally signed by us and enclosed with the response to RfS. We shall ensure that the PPA is executed as per the provisions of the RfS, and provisions of PPA shall be binding on us. Further, we confirm that the Project shall be commissioned within a period of 24(Twenty-Four) months from the date of execution of the PPA.	We request the Utility to align the timeline of the COD of project to be aligned with PPA. Accordingly, the clause should be modified.		The clause is modified as under: “...Further, we confirm that the Project shall be commissioned within a period from the date of execution of the PPA as specified below: <table border="1"> <thead> <tr> <th>SCOD</th> <th>Period from PPA effective date</th> <th>Capacity (MW)</th> </tr> </thead> <tbody> <tr> <td>Phase I</td> <td>18 months</td> <td>1000</td> </tr> <tr> <td>Phase II</td> <td>24 months</td> <td>1000</td> </tr> <tr> <td>Phase III</td> <td>30 months</td> <td>2000</td> </tr> <tr> <td>Phase IV</td> <td>36 months</td> <td>1000</td> </tr> </tbody> </table>	SCOD	Period from PPA effective date	Capacity (MW)	Phase I	18 months	1000	Phase II	24 months	1000	Phase III	30 months	2000	Phase IV	36 months	1000
SCOD	Period from PPA effective date	Capacity (MW)																			
Phase I	18 months	1000																			
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Phase III	30 months	2000																			
Phase IV	36 months	1000																			
155.	RfS	Format 6.1 Sub point 3 (Page 50)	We hereby declare that in the event our Project get selected and we are not able to submit Bank Guarantee of the requisite value(s) towards PBG for the selected Projects within due time as mentioned in 3.9, respectively on issue of LOA by MSEDCL for the selected Projects and/or we are not able to sign PPA with MSEDCL within 1 month from date of issue of LOA or as intimated by MSEDCL, MSEDCL shall have the right to forfeit the EMD submitted by us and return the balance amount (if any) for the value of EMD pertaining to unsuccessful capacity.	Kindly modify the provision as under: We hereby declare that in the event our Project get selected and we are not able to submit Bank Guarantee of the requisite value(s) towards PBG for the selected Projects within due time as mentioned in 3.9, respectively on issue of LOA by MSEDCL for the selected Projects and/or we are not able to sign PPA with MSEDCL within 1 month from date of issue of LOA <u>timeline as per clause 3.9 (iv)</u> or as intimated by MSEDCL, MSEDCL shall have the right to forfeit the EMD submitted by us and return the balance amount (if any) for the value of EMD pertaining to unsuccessful capacity.	The changes are proposed to have a consistency with Clause 3.9 (iv) of the RfS document and considering our request made in SN 151.	The suggested changes are accepted.															
156.	PPA	Recital	Further, the Power Producer may change the location of the Project one month prior to SCOD of the respective Phase to supply power from an existing project without change in SCOD; provided that the power is supplied at the Tariff as per this Agreement with no additional financial impact due to any reasons including on account of transmission charges/ transmission losses/ change in Law and /any other regulatory charges etc. on the Procurer.	Kindly modify the provision as under: Further, the Power Producer may change the location of the Project one month prior to SCOD of the respective Phase to supply power from an existing project without change in SCOD; provided that the power is supplied at the Tariff as per this Agreement with no additional financial impact due to any reasons including on account of transmission charges/ transmission losses/ change in Law due to events which have occurred prior to bid submission date for such new location and /any other regulatory charges etc. on the Procurer.	It is suggested that in case power producer changes the location of the existing project and if there is any change in law event occurred prior to bid submission date for such new location shall be considered under additional financial impact and all other change in law event occur post the bid submission date should be allowed in line with the provisions of change in law Article of the PPA. You may appreciate the fact that power producer is changing the location in line with provision of the PPA and as the PPA provisions allow any change in law/ duty/ notification etc post the last date of bid submission, the same should be eligible under change in law events for compensation to the power producer. It is also requested that any other regulatory charges may be removed from the additional financial impact as it is not clear what type of charges will be covered under these regulatory charges.	No Change is proposed.															
157.	PPA	3.1 (xiii)	The Power Producer can inject power earlier to SCOD from Project with MSEDCL's consent.	Kindly modify the provision as under: The Power Producer can inject power earlier to SCOD from Project with MSEDCL's consent. <u>The commencement of supply of power corresponding to</u>	It is suggested that sub-clause xiii may be aligned with the wordings as per Article 4.1.7 i.e., Early commissioning of PPA.	The suggested changes are accepted.															

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				<u>full as well as part contracted capacity prior to SCOD is permitted. In case of early commissioning prior to SCOD, power may be supplied from such early commissioned capacity with mutual consultation depending upon requirement of power of MSEDCL.</u>		
158.	PPA	4.2.2	If the Solar Power Developer fails to achieve Financial Closure..... on advance payment of extension charges of Rs. 10,000/- per day per MW plus GST @ 18%, (if applicable).	Kindly modify the provision as under: If the Solar Power Developer fails to achieve Financial Closure..... on advance payment of extension charges of Rs. 10,000/- <u>Rs. 1,000/-</u> per day per MW plus GST @ 18%, (if applicable).	It is requested that advance payment for extension in financial closure may be reduced from Rs. 10,000/- per day per MW to Rs. 1,000/- per day per MW as the extension charges shall become significantly higher considering the quantum of capacity. Further, the proposed charges of Rs.1000 per day per MW has also been prescribed in all the past and recent tenders issued by other REIAs agencies such as SECI / NTPC and also by other state discoms.	No change is proposed.
159.	PPA	6.3	In the event of delay in payment of Monthly bill by MSEDCL thirty (30) days beyond date of presentation of Tariff Invoice, a late Payment charge shall be payable by MSEDCL to the Power Producer at the rate of 1.25% (percent) in excess of the SBI, 1 year Marginal Cost of Funds Based Lending Rate (MCLR) per annum / any replacement thereof by SBI.	Late Payment Surcharge shall be payable in accordance with Electricity (Late Payment Surcharge) Rules, 2022 and as amended from time to time.	It is suggested that provision of payment for late payment may be aligned with Electricity (Late Payment Surcharge & related matters) Rules, 2022.	Suggested change is accepted.
160.	PPA	6.5 (1)	(e) Payment under the letter of Credit: Any draw under the letter of credit in respect of a Tariff Invoice (excluding supplementary bills) shall require: i. a copy of the metering statement issued by MSEDCL, supporting the payments attributable to the Delivered Energy in respect of such Tariff Invoice ii. a certificate from Power Producer stating that the amount payable by MSEDCL in respect of such tariff invoice has not been paid or disputed by MSEDCL till the due date of payment of the Tariff invoice.	Kindly modify the provision as under: (e) Payment under the letter of Credit: Any draw under the letter of credit in respect of a Tariff Invoice (excluding supplementary bills) shall require: i. a copy of the metering statement issued by MSEDCL, supporting the payments attributable to the Delivered Energy in respect of such Tariff Invoice <u>a copy of the Monthly Invoice which has remained unpaid; and</u> ii. a certificate from Power Producer stating <u>to the effect that the Monthly Invoice is in accordance with this Agreement and that the amount due has remained unpaid, payable by MSEDCL in respect of such tariff invoice has not been paid or disputed by MSEDCL till the due date of payment of the Tariff invoice.</u>	Kindly modify the provision for payment under the letter of credit as suggested.	No change is proposed
161.	PPA	9	Change in Law	-	It is suggested that provision of change in law may be aligned in accordance with the Electricity (Timely Recovery of Costs due to Change in Law) Rules, 2021 notified by the Ministry of Power on 22.10.2021 (and subsequent amendments, if any) in line with the provision of Solar Standard Bidding Guidelines dated 28-July-2023.	No Change is proposed
162.	PPA	9.7	Notwithstanding anything to the contrary contained in this Agreement, MSEDCL shall not in any manner be liable to reimburse to the Power Producer any sums on account of a Change in Law if the same are recoverable from the Buyers.	Kindly delete this clause: Notwithstanding anything to the contrary contained in this Agreement, MSEDCL shall not in any manner be liable to reimburse to the Power Producer any sums on account of a Change in Law if the same are recoverable from the Buyers.	The clause may be deleted as MSEDCL is a sole buyer under present tender and there is no other buyer for the power generated from proposed projects.	Suggested change is accepted.
163.	PPA	10.3.1	The occurrence of any of the following events at any time during the Term of this Agreement shall constitute an Event of Default by Power Producer:	Kindly modify the provision as under: The occurrence of any of the following events at any time during the Term of this Agreement shall constitute an Event of Default by Power Producer:- <u>The occurrence and the continuation of any of the following events, unless any such event occurs as a result of an event of Force Majeure or a breach by the MSEDCL of its obligations under this PPA, shall constitute 'Power Producer' Event of Default'</u>	It is suggested that starting para may be reworded in line with the clause 10.3.3 (a) applicable for MSEDCL's event of default.	No change is proposed.

SN	Document	Clause Ref.	Existing provision	Suggested modification / comment / clarification required	Rationale	MSEDCL Response
164.	PPA	10.3.2	Procedure for Power Producer's Event of Default: a) Upon being in default as per clause 10.3.1(a), the Power Producer shall be liable to pay MSEDCL, damages, as detailed in the PPA in Clause No.3.3.2 for failure to commission within stipulated time and 5.5.2 for failure to supply power in terms of the PPA. For other cases, pay to the Procurer, damages, equivalent to 24 (Twenty Four) months, or balance PPA period whichever is less, of charges for its contracted capacity.	Kindly modify the provision as under: Upon being in default as per clause 10.3.1(a), the Power Producer shall be liable to pay MSEDCL, damages, as detailed in the PPA in Clause No.3.3.2 for failure to commission within stipulated time and 5.5.2 for failure to supply power in terms of the PPA. For other cases, pay to the Procurer, damages, equivalent to 24 (Twenty-Four) <u>6 (Six)</u> -months, or balance PPA period whichever is less, of charges for its contracted capacity.	The provisions of the damages for Power Producer's Event of Default are on higher side. The Utility is requested to keep the 6 months for the damages in case of default of power producer. This would lead to reduction in risk premiums assumed by bidders, which would translate to competitive tariff discovery.	No changes are proposed.
165.	PPA	10.4.1	Termination for Power Producer's Default: At the expiry of 30 (thirty) days from the delivery of this default notice and unless the Parties have agreed otherwise, or the Event of Default giving rise to the default notice has been remedied, MSEDCL may deliver a Termination Notice to the Power Producer. MSEDCL may terminate this Agreement by delivering such a Termination Notice to the Power Producer and intimate the same to the MERC. Upon delivery of the Termination Notice this Agreement shall stand terminated and MSEDCL shall stand discharged of all its obligations. The Power Producer shall have liability to make payment within 30 days from the date of termination notice towards compensation to MSEDCL 24 (Twenty-four) months or balance PPA period whichever is less, of charges for its contracted capacity at declared Capacity Utilization factor (CUF).	Kindly modify the provision as under: At the expiry of 30 (thirty) days from the delivery of this default notice and unless the Parties have agreed otherwise, or the Event of Default giving rise to the default notice has been remedied, MSEDCL may deliver a Termination Notice to the Power Producer. MSEDCL may terminate this Agreement by delivering such a Termination Notice to the Power Producer and intimate the same to the MERC. Upon delivery of the Termination Notice this Agreement shall stand terminated and MSEDCL shall stand discharged of all its obligations. The Power Producer shall have liability to make payment within 30 days from the date of termination notice towards compensation to MSEDCL 24 (Twenty-four) <u>6 (Six)</u> months or balance PPA period whichever is less, of charges for its contracted capacity at declared Capacity Utilization factor (CUF).	The provisions of Termination Payment for Power Producer's Event of Default are on higher side. The Utility is requested to keep the 6 months for the damages in case of default of power producer. This would lead to reduction in risk premiums assumed by bidders, which would translate to competitive tariff discovery.	No changes are proposed.
166.	PPA	Appendix- A-1	Documents to be submitted to MSEDCL within 30 days after synchronization: The Power Producer shall have to submit the hardcopies to MSEDCL: 1. Covering Letter 2. Board resolution for authorized signatory. 3. Invoice of the major equipment (including but not limited to modules, Inverters/PCUs, Weather Monitoring Stations/DC Cables and for all the equipment's) 4. All supporting documents towards meeting the technical compliance along with datasheet/ warranty certificates/ contract agreement etc. as mentioned in Annexure-A. 5. Installation report duly signed by the authorized signatory as per Appendix-A-2 6. Plant Layout clearly mentioning the details of rows and number of modules in each row. 7. Electrical inspector report along with all annexures/attachments. It would be the responsibility of the Power Producer to collect the certificate. 8. Power Producer shall ensure Connectivity to the grid from concerned CTU/STU/ Transmission Utility/DISCOM. Connectivity report as per the Appendix-A-3 9. Synchronization Certificate as per prescribed format issued by respective CTU/STU/Transmission Utility/DISCOM for ascertaining injection of power into grid as per Appendix-A-4. 10. Relevant document from SLDC/RLDC acknowledging successful data communication between plant end and SLDC/RLDC. vii) Early Commissioning of a Solar Project prior to the scheduled commissioning date is permitted on acceptance of power by MSEDCL. In order to facilitate this, shall inform the concerned RLDC/SLDC and	Documents to be submitted to MSEDCL within 30 days after synchronization: The Power Producer shall have to submit the hardcopies to MSEDCL: 1. Covering Letter 2. Board resolution for authorized signatory. 3. Invoice of the major equipment (including but not limited to modules, Inverters/PCUs, Weather Monitoring Stations/DC Cables and for all the equipment's) 4. All supporting documents towards meeting the technical compliance along with datasheet/ warranty certificates/ contract agreement etc. as mentioned in Annexure-A. 5. Installation report duly signed by the authorized signatory as per Appendix-A-2 6. Plant Layout clearly mentioning the details of rows and number of modules in each row. 7. Electrical inspector report along with all annexures/attachments. It would be the responsibility of the Power Producer to collect the certificate. 8. Power Producer shall ensure Connectivity to the grid from concerned CTU/STU/ Transmission Utility/DISCOM. Connectivity report as per the Appendix-A-3 9. Synchronization Certificate as per prescribed format issued by respective CTU/STU/Transmission Utility/DISCOM for ascertaining injection of power into grid as per Appendix-A-4. 10. Relevant document from SLDC/RLDC acknowledging successful data communication between plant end and SLDC/RLDC. vii) Early Commissioning of a Solar Project shall be permitted as per Article 4.1.7 of the PPA. prior to the scheduled commissioning date is permitted on acceptance of power by MSEDCL. In order to facilitate this, shall	Commissioning procedure to be aligned with procedure/ types of documents required under CERC IEGC regulation. Further, since as per IEGC and performance of trail run before commissioning of the project, there should be no requirement of JMR during commissioning of the plant.	No change is proposed, except serial no -vii shall read as under Early Commissioning of a Solar Project shall be permitted as per Article 4.1.7 of the PPA. In order to facilitate this, shall inform the concerned RLDC/SLDC and MSEDCL well in advance the date on which it intends to synchronize the Power Project to the Grid System. The power producer shall be required to give an advance notice of at least 90 days prior to the proposed commissioning date.

SN	Document	Clause Ref.	Existing provision	Suggested modification / comment / clarification required	Rationale	MSEDCL Response
			<p>MSEDCL well in advance the date on which it intends to synchronize the Power Project to the Grid System. The POWER PRODUCER shall be required to give an advance notice of at least 90 days prior to the proposed commissioning date.</p> <p>xi) Joint Meter Reading (JMR) shall be taken at Delivery Point and Pooling Substation (if applicable)/plant premise at the time of connectivity of the Project with Grid. This shall include information of respective meters installed at delivery/ interconnection point and pooling substation/plant premises.</p>	<p>inform the concerned RLDC/SLDC and MSEDCL well in advance the date on which it intends to synchronize the Power Project to the Grid System. The POWER PRODUCER shall be required to give an advance notice of at least 90 days prior to the proposed commissioning date.</p> <p>xi) Joint Meter Reading (JMR) shall be taken at Delivery Point and Pooling Substation (if applicable)/plant premise at the time of connectivity of the Project with Grid. This shall include information of respective meters installed at delivery/ interconnection point and pooling substation/plant premises.</p>		

Annexure I: Queries/Request for Additional Information on Bidding Documents for 1600 MW Thermal & 5000 MW Solar Maha Power Project

Note: Suggested additions in the text of the Clause is in Underline and suggested deletion is strike-off

S.No.	Clause	Existing provision	Modification or clarification sought	Rationale for change	MSEDCL Response
Document – NIT					
1	General	-	The NIT and RfS document were issued on 13.03.2024 and the Solar PPA was issued subsequently on 07.05.2024. Several provisions of the RFS are not aligned with the PPA issued thereafter. The same may kindly be aligned.	-	-
2	General	-	Extension of 2 months in the Bid Submission Due Date.	To allow sufficient time for bidders for working out the competitive bid.	Bidders are advised to refer to the corrigendum/addendum being uploaded for any updates concerning the extension of the Bid Submission Due Date.
3	1. Procurement of Coal-based Power: Para 5	<p>NIT Provision: Based on coal supply from the above linkage as fuel, The developer may install a new project at any location as per its preference within or outside the State of Maharashtra and the electricity will be delivered at STU/MSETCL periphery. The developer may set up a dedicated transmission line up to any point of connection to grid or directly up the MSETCL periphery. The entire transmission losses up to delivery point and transmission charges will be borne by the developer.</p> <p>PSA Provision (1600 MW Thermal): “Delivery Point” means any point in the intrastate Grid of Maharashtra at 220kV/400 kV/765 kV substation as mentioned by the Supplier where the electricity supplied under this Agreement shall be received by the Utility.</p>	<p>As per the current provision, Delivery Point for Solar & Thermal power is Maharashtra State Periphery. We request you to modify the same as the ‘Point at which Thermal / Solar plant is connected to STU / CTU Network’. All the applicable transmission charges and losses beyond the Delivery Point shall be borne by the Utility.</p> <p>Accordingly, suggested modification in definition of Delivery Point is given below:</p> <p>“Delivery Point” shall mean any point in the ISTS / InSTS at 220kV/400kV/765 kV substation, where the power from the Project(s) is injected into the grid substation. Metering shall be done at this interconnection point where the power is injected into the grid.</p> <p>Kindly modify the respective clauses of NIT, RFQ, RFP, RFS, PPA and PSA accordingly.</p>	<p>As per clause 5.5 of the PSA for thermal, the Utility shall be liable to pay transmission charges from the Point of Grid Connection to the Delivery Point. Also, in accordance with the clause 3.2 (iv) of the PPA for Solar, the Procurer is required to pay applicable transmission charges up to the Delivery Point. Thus, the intent is very clear that the Procurer/Utility will bear all the transmission charges and losses from the point at which Point at which Thermal / Solar plant is connected to STU / CTU Network.</p> <p>The suggested change in the definition of the Delivery Point is to align with the provision in clause 5.5 of the Thermal PSA and Clause 3.2 (iv) of Solar PPA.</p> <p>After implementation of the GNA, the Discoms have to take general access for its entire power import requirement. Accordingly, the suggested change in Delivery Point is followed in all tenders</p>	No change is proposed.

S.No.	Clause	Existing provision	Modification or clarification sought	Rationale for change	MSEDCL Response
		<p>PPA Provision (6000 MW Solar): “Delivery Point” shall mean the point(s) of connection(s) at which energy is delivered into the Grid System:</p> <ul style="list-style-type: none"> For existing intra - state projects, at the existing metering point(s). For new intra - state projects, at the voltage level of 33 kV or above of STU/MSETCL sub-station. <p>For inter - state projects, energy settlement and delivery point shall be at Maharashtra STU/MSETCL periphery.</p>		issued by government agencies like SECI, NTPC, NHPC, etc.	
4.	Annexure-I Bid Evaluation Table:	CUF for Solar plant is considered as 24%	Kindly consider CUF for Solar plant as ~29%.	The incorporation of new technology has significantly enhanced the efficiency of solar modules, hence we suggest to kindly consider higher CUF of 29% for solar power for calculating the weighted average.	No Change is proposed
5.	Annexure-I Bid Evaluation	<i>Note: 1) The power will be scheduled through Utilities GNA quantum. Thus, transmission charges will be recovered from supplier in its energy bill on prorata basis of GNA charges paid by the Utility in respective billing month, calculated on basis of contracted capacity.</i>	<i>Note: 1) The power will be scheduled through Utilities GNA quantum. Thus, transmission charges will be recovered from supplier in its energy bill on prorata basis of GNA charges paid by the Utility in respective billing month, calculated on basis of contracted capacity.</i>	This clause is in contravention to the clause 5.5 of the thermal PSA and clause 3.2 (iv) of the Solar PPA wherein it is mentioned that the Utility shall be liable to pay transmission charges from the Point of Grid Connection to the Delivery Point.	Please refer Corrigendum No.1.
6.	General	E-reverse auction process	<p>Request to share the detailed process and guidelines for E- Reverse Auction to be conducted after Bid Submission.</p> <p>Please let us know what information will be visible to the bidders during the e-auction stage and which parameters are allowed to be changed during e-auction?</p> <p>Since this is new bidding concept, for better understanding of the e-auction process, we request to conduct a mock e-auction atleast 15 days prior to the bid submission.</p>		MSEDCL will endeavour to arrange mock auction on Bharat Portal prior to bid due date.

S.No.	Clause	Existing provision	Modification or clarification sought	Rationale for change	MSEDCL Response						
1.	1.1.1	<p>Brief particulars of the Project are as follows:</p> <table border="1"> <tr> <td>Installed Capacity (in MW)</td> <td>Capacity Required at Maharashtra a State Periphery (in MW)</td> <td>Period w supply commen</td> </tr> <tr> <td>1600</td> <td>1450</td> <td>36 month Appoint Date</td> </tr> </table>	Installed Capacity (in MW)	Capacity Required at Maharashtra a State Periphery (in MW)	Period w supply commen	1600	1450	36 month Appoint Date	<p>Capacity may be aligned with the PSA capacity of 1496 MW.</p> <p>2. Period when supply must commence:</p> <p>Unit 1: 60 months from Appointed Date</p> <p>Unit 2: 66 months from Appointed Date</p>	<p>Development of thermal power plant includes time consuming preconstruction activities like acquisition of land, water intake facility, Environment/ Forest clearance, Grant of Connectivity, RoW for development of transmission line from the Power Station to the nearest Point of Grid Connection. All these activities involve approvals from Government Authorities and construction challenges.</p> <p>Moreover, establishment of 1600 MW coal plant involves complex design, engineering and construction. Also, transportation and installation of various heavy parts of boiler, turbine and generator is time consuming. Accordingly, after Appointed Date, it would be difficult to achieve COD of plant within 36 months. Kindly allow at least 5-6 years post Appointed Date for commissioning coal-based plant.</p>	Please refer to the corrigendum to RfQ. No further change is being proposed
Installed Capacity (in MW)	Capacity Required at Maharashtra a State Periphery (in MW)	Period w supply commen									
1600	1450	36 month Appoint Date									
2.	1.1.5	The Utility shall receive Applications pursuant to this RFQ - DBFOO in accordance with the terms set forth herein as modified, altered, amended and clarified from time to time by the Utility, and all Applications shall be prepared and submitted in accordance with such terms on or before the date specified in Clause 1.3 for submission of Applications (the “Application Due Date”).	As per the MBD, Application Due Date is the last date for submission of RFQ Documents. In this tender document, RFQ and RFP are required to be submitted on Bid Due Date and hence Application Due Date is not clearly defined in the RFQ. We request you to clearly define the Application Due Date		Application Due Date is the same as Bid Due Date						
3.	1.3 (Schedule of Bidding Process)		<p>We suggest to conduct two stage bidding process for both solar and thermal bids.</p> <p>The same changes to be incorporated in RFP and RFS.</p>	In the Schedule of Bidding Process, submission of RFQ and RFP are on the same date. As per the Model Bid Document for long term power procurement published by MoP (“MBD”), the bidding process is two stage process i.e., first a qualification (RFQ) stage and thereafter the price bid (RFP) submission.	No change proposed						
4.	Appendix I Annexure VI		Annexure VI may be deleted.	Since the current bidding process is for development of New Power Station for supply of entire capacity to the Utility and	The suggested change is acceptable						

S.No.	Clause	Existing provision	Modification or clarification sought	Rationale for change	MSEDCL Response
	Particulars of the Power Station			coal is allocated to the successful bidder under Para B(iv) of the SHAKTI Policy, we believe that there is no requirement of this annexure in this bidding process.	
5.	Appendix I Annexure IV	Certificate from the Statutory Auditor regarding PPP projects And Certificate from the Statutory Auditor/ Client regarding construction works	Kindly allow to submit these certificates issued by a practising Chartered Accountant.	Issuance of certificates from the Statutory Auditor is very lengthy and tedious process. Kindly allow to submit certificates issued by a practising Chartered Accountant.	Suggested change is accepted.
6.	Appendix I Annexure VII Certificate from the Statutory Auditor regarding Net Worth of Applicant		Kindly allow to submit Net Worth certificate issued by practising Chartered Accountant. Any practising Chartered Accountant or Statutory Auditors has to follow the guidelines prescribed by Institute of Chartered Accountants of India (ICAI) while issuing the Net Worth certificate and therefore, the format of the Net worth certificate may be allowed as per the ICAI guidelines.	In all tenders issued by SECI, NTPC, NHPC etc, the bidders are required to submit certificates issued by a practising Chartered Accountant. Even in the RFS published by MSEDCL for 5000 MW solar power, Net worth and other certificate issued by Chartered Accountant is allowed. Since issuance of certificates from the Statutory Auditor is very lengthy and tedious process, kindly allow to submit Net Worth Certificate issued by a practising Chartered Accountant.	Suggested change is accepted.
Document – RFP (Thermal)					
1.	1.1.1	Period when supply must commence: 36 months from Appointed Date	Period when supply must commence: Unit 1: 60 months from Appointed Date Unit 2: 66 months from Appointed Date	Same as suggestion given for Clause 1.1.1 of the RFQ	No change is proposed.
2.	2.11.1	2.11.1 Documents to be submitted online (in Original) The bidder must submit the original of the following document offline: Bank Guarantee towards Bid Security to the address mentioned below: Chief Engineer (Power Purchase), Maharashtra State Electricity Distribution Co. Limited, Prakashgad, Plot No. G-9, Anant Kanekar Marg	This clause is for offline submission of the Bid Security, hence kindly change the title to 2.11.1 Documents to be submitted Offline (in Original) As per this clause, the Bidder is required to submit the Bid Security within 7 days from Bid Submission. The example provided at the end of this clause is not in line with this provision. Please modify the example accordingly.		The suggested change is acceptable. The modified clause is mentioned below 2.11.1 Documents to be submitted offline (in Original) The bidder must submit the original of the following document offline: Bank Guarantee towards Bid Security to the address mentioned below: Bank Guarantee for bid security needs to be submitted in both online and offline modes.

S.No.	Clause	Existing provision	Modification or clarification sought	Rationale for change	MSEDCL Response
		<p>Bandra (E), Mumbai, Maharashtra</p> <p>Bank Guarantee for bid security needs to be submitted in both online and offline modes. The bidders will be required to submit the bank guarantee, either in person or through post, at the office of MSEDCL until the date as on 7 working days after the closing date of bid submission. The 7-day duration will be counted from the date of bid submission. For e.g., if the bid submission deadline is 18:00 hrs on 01.03.2024, the above deadline will expire at 18:00 hrs on 03.03.2024.</p>			<p>The bidders will be required to submit the bank guarantee, either in person or through post, at the office of MSEDCL until the date as on 7 working days after the closing date of bid submission. The 7-day duration will be counted from the date of bid submission. For e.g., if the bid submission deadline is 18:00 hrs on 01.03.2024, the above deadline will expire at 18:00 hrs on 07.03.2024. In case the above deadline being a holiday, the next working day in MSEDCL will be the deadline for submission of Bank Guarantees. Note: In all cases, the Bank Guarantee for bid security (if applicable), shall be issued on or before the bid submission deadline. These instruments issued after the expiry of the deadline will be summarily rejected.</p>
3.	Appendix I – Letter comprising bid	<p>24. The copy of Bid Security in the form of a Bank Guarantee is attached. The original has been submitted along with “Enclosures of the Bid” at the address specified in Clause 2.11.5.</p>	<p>24. The copy of Bid Security in the form of a Bank Guarantee is attached. The original has been will be submitted along with “Enclosures of the Bid” at the address specified in Clause 2.11.5 2.11.1 within 7 days from Bid Due Date.</p>	<p>The address is provided in the clause 2.11.1.</p> <p>Language is modified in line with clause 2.11.1 which state that the original Bid Security is required to be submitted within 7 days from the bid due date.</p>	<p>Please note the modified clause shall read as follows:</p> <p><i>The copy of Bid Security in the form of a Bank Guarantee is attached. The original shall be submitted by _____ [insert date which is 7 days from Bid Due date as mentioned in clause 2.11.1].</i></p>
4.	Appendix I – Letter comprising bid	<p>33. I/ We hereby submit the following Bid and offer, as on the Bid Due Date, in accordance with the provisions of the Power Supply Agreement and Clause 3.5 of this RFP- DBFOO- A Tariff of Rs. ... and paise.....[₹] (Rupees ....and paise) per kWh comprising</p> <p>a) Fixed Charge of Rs. and paise[₹] (Rupees and paise....)[₹] per kWh c) Fuel Charge of</p> <p>.....</p> <p>.....</p> <p>(d) Rs. and paise[₹] (Rupees</p>	<ol style="list-style-type: none"> 1. Pleas provide details of coal allocated to the state under SHAKTI B(iv) policy. (Notified price / mines / GCV etc.) 2. Kindly provide detailed break up of mine wise Ex-mine cost of coal along with detailed break up of Notified Price of coal and all applicable taxes / duties / cess / any other charges. 3. Kindly provide what all taxes are to be considered on Freight payable to Indian railways. <p>The coal may be allocated from basket of mines and hence all parameter to be quoted should be on weighted average basis.</p>	<p>For better understanding of bid parameters, kindly provide clarification on the requested points.</p> <p>In the current tender issued by MSEDCL, the coal is allocated under Para B(iv) of the SHAKTI Policy. Therefore, the Ex-mine cost of the coal shall be same for all bidders. Thus, the Utility should specify the detailed break up of coal cost as requested and GCV to be considered.</p> <p>The detailed break up of taxes and duties will help to clearly determine the impact of Change in Law in future due to changes in</p>	<p>No change is proposed</p>

S.No.	Clause	Existing provision	Modification or clarification sought	Rationale for change	MSEDCL Response
		<p>and paise) per kWh on Taxes/Duties/CESS/etc. (Loading of individual parameters)</p> <p>I/ We hereby submit that.....The notified price as per Letter of Assurance /FSA is Rs. per MT and GCV of _____ kCal/Kg. The ex-mine cost of coal for the above coal linkage allocation as intimated by Utility vide communication dated is Rs. _____ / MT.</p> <p>I/we have considered the freight payable to Indian Railways for coal transportation (inclusive of taxes) as Rs ..../tonne. The distance considered for transportation of coal from mines to plant locations has been taken as kms.</p> <p>.....</p>	<p>Also we request that the Bidder should be required to quote detailed break up of all taxes and duties applicable on Ex-mine coal cost and transportation of coal.</p>	<p>applicable taxes and duties and to avoid conflict between both the Parties.</p>	
5.	Appendix I – Letter comprising bid	<p>33. I/We hereby submit the following Bid and offer..... The Bid Format is as under:</p> <p>Bid Parameters</p> <p>(1) Fixed Charge for the Base Year</p> <p>(2) Fuel Charge</p> <p>(a) Cost of fuel</p> <p>(b) Cost of transportation</p> <p>(c) Cost of washing</p> <p>(d) Cost of Taxes/ duties/ cess etc.</p>	<p>The coal may be allocated from basket of mines and hence all parameter to be quoted should be on weighted average basis.</p>	<p>In case of allocation from multiple mines, the weighted average price should be considered as quantum of coal from all mines shall be different.</p>	<p>The suggested change is acceptable. However, the bidder must furnish the calculation/details considered for calculating the weighted average distance.</p>
Document: PSA 1600 MW Thermal					
1.	Recital	<p>E. Pursuant to the bidding process for procurement of power the Supplier has obtained the Letter of Assurance, dated [**] issued by [**] (“Coal Supplier”) for the</p>	<p>This should be deleted.</p>	<p>Under Para b(iv) of the SHAKTI Policy, Coal Linkage is allocated to the Utility and thus LOA to the Supplier shall be issued after</p>	<p>No change proposed.</p> <p><i>As per Clause B(iv) I of the notification issued by the Ministry of Coal on May 22,</i></p>

S.No.	Clause	Existing provision	Modification or clarification sought	Rationale for change	MSEDCL Response
		supply on a linkage basis, [**] tonnes per annum of [**] grade coal for the entire Term of this Agreement (“Letter of Assurance” appended herein as Annexure 1) for the purposes of the Contracted Capacity;]		signing of the PSA. The same is CP of the Supplier under clause 4.1.3 (j) of the PSA.	<i>2017, the States/Discoms may recommend the grant of linkages to the successful bidders. In case of likely to be commissioned capacities, a Letter of Assurance (LoA) may be issued by CIL/SCCL to the successful bidders and FSA shall be signed on commissioning of unit.</i>
2.	4.1.3	The Conditions Precedent required to be satisfied by the Supplier within a period of 180 (one hundred and eighty) days months from the date of this Agreement shall be deemed to have been fulfilled when the Supplier shall have:	The Conditions Precedent required to be satisfied by the Supplier within a period of 180 (one hundred and eighty) days <u>18 (eighteen) months</u> from the date of this Agreement shall be deemed to have been fulfilled when the Supplier shall have:	We request to increase the time period of 180 days for fulfilment of all the Conditions Precedent e.g. Financial Closure of the 1600 MW project will require substantial time as it may involve multiple lenders for financing.	No change is Proposed
3.	4.3	Damages for delay by the Supplier In the event that (i) the Supplier does not procure fulfilment or waiver of any or all of the Conditions Precedent the Supplier shall pay to the Utility Damages in an amount calculated at the rate of 0.3% (zero point three per cent) of the Performance Security for each day’s delay until the fulfilment of such Conditions Precedent, subject to a maximum amount equal to the Bid Security,	We request that the damages for delay by the Supplier should be 0.1% of the Performance Security. Also, in case the Supplier shall achieve COD of the Power Station on or before SCOD as per the PSA, the damages paid by the Supplier should be refunded to the Supplier. Kindly modify the clause accordingly.	Damages at the rate of 0.3% of the Performance Security for each day of delay is on high side. We request you keep the equal damages for both the parties I.e, the Utility and the Supplier. Further, the final objective of the Utility is to avail power supply before the SCOD under the PSA. Hence, if the Supplier take longer time than envisaged under the PSA to fulfil its CP, but it commissions the plant before SCOD, then the ultimate objective of the Utility is achieved and no penalty should be imposed on the Supplier.	No change is proposed.
4.	4.5	Deemed Termination upon delay Without prejudice to the provisions of Clauses 4.2 and 4.3, and subject to the provisions of Clause 9.2, the Parties expressly agree that in the event the Appointed Date does not occur, for any reason whatsoever, before the 1st (first) anniversary of the date of this Agreement or the extended period provided in accordance with this Agreement, all rights, privileges, claims and entitlements of the Supplier under or arising out of this Agreement shall be deemed to have been waived by, and to have ceased with the	Without prejudice to the provisions of Clauses 4.2 and 4.3, and subject to the provisions of Clause 9.2, the Parties expressly agree that in the event the Appointed Date does not occur, for any reason whatsoever, before the 1st (first) 3 rd (third) anniversary of the date of this Agreement or the extended period provided in accordance with this Agreement, all rights, privileges, claims and entitlements of the Supplier under or arising out of this Agreement shall be deemed to have been waived by, and to have ceased with the concurrence of the Supplier, and the Power Supply Agreement shall be deemed to have	As we have requested to allow 18 months time for fulfilment of CPs, accordingly, requested to allow time till 3 rd anniversary of agreement for deemed termination. Kindly modify the clause as mentioned.	No change is proposed

S.No.	Clause	Existing provision	Modification or clarification sought	Rationale for change	MSEDCL Response
		concurrency of the Supplier, and the Power Supply Agreement shall be deemed to have been terminated by mutual agreement of the Parties. Provided, however, that in the event the delay in occurrence of the Appointed Date is for reasons attributable to the Supplier, the Performance Security of the Supplier shall be encashed and appropriated by the Utility as Damages thereof.	been terminated by mutual agreement of the Parties. Provided, however, that in the event the delay in occurrence of the Appointed Date is for reasons attributable to the Supplier, the Performance Security of the Supplier shall be encashed and appropriated by the Utility as Damages thereof.		
5.	Article 6	New clause to be incorporated as 6.1.2 (f)	<u>The Utility shall ensure that the transmission system beyond the Delivery Point is available at all times, failing which full Availability and Fixed Charge shall be ensured to the Supplier.</u>	As per the agreement, Utility is responsible for evacuation of power beyond the Delivery point, therefore this clause is required to be incorporated as the obligation of the Supplier.	No change is proposed.
6.	9.1	Performance Security Performance Security Amount: Rs. 149.60 Crore	We request to reduce amount of Performance Security amount as Rs. 5 Lakhs per MW of Contracted capacity. i.e., 1496 (MW) * 5 (Lakhs) = Rs. 74.80 Cr.	In order to maximise the participation in the tender, the amount of Performance security may be reduced.	No change is proposed
7.	11.2.1	Construction of Power Station Unit-1: 42 months from Appointed Date Unit-2: 48 months from Appointed Date	Construction of Power Station should be modified as under: Unit 1: <u>42 60</u> months from Appointed Date Unit 2: <u>48 66</u> months from Appointed Date	Same rationale as per the suggestion given for Clause 1.1.1 of the RFQ	No change is proposed.
8.	11.2.2	In the event that the Supplier fails to achieve COD within a period of 180 (one hundred eighty) days from the Scheduled Completion Date, unless such failure has occurred due to Force Majeure or for reasons attributable to the Utility, it shall pay Damages to the Utility in a sum calculated at the rate of 0.2% (zero point two per cent) of the amount of Performance Security for delay of each day for the period beyond 180 (one hundred eighty) days from the Scheduled Completion Date provided that; in the event the Supplier agrees and undertakes to supply from an alternate source for the period beyond 180 (one hundred eighty) days, the whole or part of the entitlement of the Utility from electricity that would have been produced from Contracted	Kindly revise the provisions as under: In the event that the Supplier fails to achieve COD within a period of 180 (one hundred eighty) <u>365 (three hundred and sixty five)</u> days from the Scheduled Completion Date, unless such failure has occurred due to Force Majeure or for reasons attributable to the Utility, it shall pay Damages to the Utility in a sum calculated at the rate of 0.2% (zero point two per cent) <u>0.1% (zero point one per cent)</u> of the amount of Performance Security for delay of each day for the period beyond 180 (one hundred eighty) <u>365 (Three hundred and sixty five)</u> days from the Scheduled Completion Date provided that; in the event the Supplier agrees and undertakes to supply from an alternate source for the period beyond 180 (one hundred eighty) <u>365 (Three hundred and sixty five)</u> days, the	Since the bid is for development of a new power station, it is requested to increase the buffer time period from 180 days to 365 days. It is also requested to decrease the penalty from 0.2% to 0.1% <u>in line with MBD</u> since this would lead to additional burden on the Supplier and will need to be factored in into the tariff, leading to higher price discovery. Moreover, please allow the Supplier to supply from an alternate source for a duration of 24 months in case of delay in commissioning of the Power Station. This will ensure that the utility gets power to meet its requirements.	No change is proposed

S.No.	Clause	Existing provision	Modification or clarification sought	Rationale for change	MSDCL Response
		<p>Capacity during the period between the Scheduled Completion Date and COD, and on the terms specified in this Agreement, the Damages payable under this Clause 11.2.2 shall be reduced in the same proportion that such supply shall bear to the Contracted Capacity. Provided that in case the Utility refuses to accept power from alternate source, the Damages as provided herein shall not be applicable for the period of such refusal. For the avoidance of doubt, the Parties agree that in the event the Power Station fails to achieve COD within 18 (eighteen) months from the Scheduled Completion Date, unless the delay is on account of reasons attributable to the Utility or due to Force Majeure, the Utility shall be entitled to terminate this Agreement and such termination shall constitute Supplier's Default.</p>	<p>whole or part of the entitlement of the Utility from electricity that would have been produced from Contracted Capacity during the period between the Scheduled Completion Date and COD, and on the terms specified in this Agreement, the Damages payable under this Clause 11.2.2 shall be reduced in the same proportion that such supply shall bear to the Contracted Capacity. Provided that in case the Utility refuses to accept power from alternate source, the Damages as provided herein shall not be applicable for the period of such refusal. For the avoidance of doubt, the Parties agree that in the event the Power Station fails to achieve COD within 18 (eighteen) <u>24 (twenty four)</u> months from the Scheduled Completion Date, unless the delay is on account of reasons attributable to the Utility or due to Force Majeure, the Utility shall be entitled to terminate this Agreement and such termination shall constitute Supplier's Default.</p>		
9.	14.1.1	<p>For the avoidance of doubt, the Parties expressly agree that if the Power Station is substantially completed but COD is delayed for reasons attributable to the Utility, 15% (fifteen per cent) of the Fixed Charge shall be due and payable hereunder as if COD has occurred for the Power Station or any Unit thereof, as the case may be, in addition to the extension of Concession Period under and in accordance with the provisions of this Agreement. The Parties further agree that for determination of Tariff under Article 21, COD of the first Unit shall be deemed to be the COD of the Power Station.</p>	<p>Kindly modify the clause as under: For the avoidance of doubt, the Parties expressly agree that if the Power Station is substantially completed but COD is delayed for reasons attributable to the Utility, 15% (fifteen per cent) <u>100% (one hundred per cent)</u> of the Fixed Charge shall be due and payable hereunder as if COD has occurred for the Power Station or any Unit thereof, as the case may be, in addition to the extension of Concession Period under and in accordance with the provisions of this Agreement. The Parties further agree that for determination of Tariff under Article 21, COD of the first Unit shall be deemed to be the COD of the Power Station.</p>	<p>If the Power Station is ready to commission and COD is delayed due to reasons attributable to the Utility, then there is no fault of the Supplier, and it should be entitled to get 100% of the Fixed Charges. The Supplier should not be penalised due to delay/fault of Utility.</p>	<p>The revised clause is as under: <i>The Power Station or any Unit thereof, as the case may be, shall be deemed to be complete when the Completion Certificate or the Provisional Certificate, as the case may be, is issued under the provisions of Article 13. The commercial operation date of the Power Station or any Unit, as the case may be, shall be the date on which the Power Station or such Unit is deemed fit for generating electricity and supplying it to the Grid upon issuance of such Completion Certificate or the Provisional Certificate (the "COD"). The Power Station or any Unit thereof shall enter into commercial service on COD whereupon the Supplier shall be entitled to demand and collect the Tariff in accordance with the provisions of Article 21. For the</i></p>

S.No.	Clause	Existing provision	Modification or clarification sought	Rationale for change	MSEDCL Response
					<i>avoidance of doubt, the Parties expressly agree that if the Power Station or any Unit thereof, as the case may be, is ready for COD and Supplier has given due notice to the Utility but COD is delayed due to non-availability of transmission system, the Utility shall pay to the Supplier from the Scheduled Completion Date or the date notified by the Supplier for COD, whichever is later, an amount equal to 100% (hundred percent) of the Fixed Charges based on Normative Availability as Damages for a period till the time transmission system is made available.</i>
10.	14.1.2	In the event COD is achieved prior to the Scheduled Completion Date, the Fixed Charge due and payable to the Supplier for the period prior to the Scheduled Completion Date shall be 70% (seventy per cent) of the Base Fixed Charge specified in Clause 21.2.1. Provided, however, that no payment on account of Fixed Charge hereunder shall be due or payable for any period prior to 365 (three hundred and sixty five) days from the Scheduled Completion Date. Provided further that no incentive shall be payable in terms of clause 21.6 for the period prior to the Scheduled Completion Date.	In the event COD is achieved prior to the Scheduled Completion Date, the Fixed Charge due and payable to the Supplier for the period prior to the Scheduled Completion Date shall be 70% (seventy per cent) 100% (one hundred per cent) of the Base Fixed Charge specified in Clause 21.2.1. Provided, however, that no payment on account of Fixed Charge hereunder shall be due or payable for any period prior to 365 (three hundred and sixty five) days from the Scheduled Completion Date. Provided further that no incentive shall be payable in terms of clause 21.6 for the period prior to the Scheduled Completion Date.	If the Power station gets commissioned before the scheduled completion date, then there seems no reason for the payment of only 70% Fixed Charges as the obligation of Supplier under the PSA, i.e., to start supplying power, will be fulfilled. Hence, please allow payment of 100% fixed charges since the same would affect the debt servicing obligations of the Supplier.	Modified clause is provided below: <i>In the event COD is achieved prior to the Scheduled Completion Date, the Fixed Charge due and payable to the Supplier for the period prior to the Scheduled Completion Date shall be 100% (hundred per cent) of the Base Fixed Charge specified in Clause 21.2.1. Provided, however, that no payment on account of Fixed Charge hereunder shall be due or payable for any period prior to 365 (three hundred and sixty five) days from the Scheduled Completion Date. Provided further that no incentive shall be payable in terms of clause 21.6 for the period prior to the Scheduled Completion Date.</i>
11.	14.2	Subject to the provisions of Clause 11.2, if COD does not occur prior to the 61st (sixty first) day after the Scheduled Completion Date, unless the delay is on account of reasons attributable to the Utility or due to Force Majeure, the Supplier shall pay Damages to the Utility in a sum calculated at the rate of 0.5% (zero point five per cent) of the amount of Performance Security for delay of each day until COD is achieved.	Request to delete this Clause	Kindly delete this clause, as the damages for delay in achieving COD is already mentioned in clause 11.2.2.	No change is proposed
12.	15.2, 15.3 & 15.4	15.2 Maintenance Requirements	Clauses 15.2 & 15.3 may kindly be deleted.	As there is no involvement of the Utility in O&M of the Plant and the Utility is liable to	No change is proposed

S.No.	Clause	Existing provision	Modification or clarification sought	Rationale for change	MSDCL Response
		<p>The Supplier shall procure that at all times during the Operation Period.....</p> <p>.....</p> <p>15.3 Maintenance Manual</p> <p>15.3.1 No later than 90 (ninety) days prior to the Scheduled Completion Date.....</p> <p>15.3.2 Without prejudice to the provision of Clause 15.3.1.....</p> <p>15.4 Maintenance Programme</p> <p>15.4.1 On or before COD and no later than 45 (forty five) days prior to the beginning of each Accounting Year during the Operation Period.....</p> <p>....</p> <p>15.4.2 Any maintenance carried out by the Supplier as per the Maintenance Programme</p>		<p>pay the Supplier on availability of the Power Station. Also the interest of the Utility for availability of power is also protected through Normative Availability of the Power Station. Hence request to delete these clauses.</p>	
13.	15.9	<p>In the event that the Supplier fails to repair or rectify any defect or deficiency which causes reduction in Availability, it shall be deemed to be in breach of this Agreement and the Utility shall be entitled to recover Damages, to be calculated and paid for each day of delay until the breach is cured, 2% (two per cent) of the Average Daily Fixed Charge or such smaller sum as the Utility may, in its discretion determine upon prompt compliance of its obligations by the Supplier. Recovery of such Damages shall be without</p>	Request to delete this Clause	<p>As per PSA, the Fixed charges will get reduced due to loss in availability, therefore any additional penalty should not be imposed on the Supplier.</p> <p>Extra penalty provision will lead the Supplier to account the penalty in the tariff which will ultimately lead to higher tariff discovery under the bidding process.</p>	No change is proposed.

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		prejudice to the rights of the Utility under this Agreement, including the right of Termination thereof.			
14.	18.6	<p>18.6.1 Substitute Supply</p> <p>In the event the Availability of the Power Station is reduced on account of Scheduled Maintenance, Unscheduled Maintenance or Force Majeure, the Supplier may, with prior consent of the Utility, which consent the Utility may deny in its sole discretion or convey acceptance with such conditions as it may deem fit, supply electricity from any alternative source, including Merchant Capacity, if any, provided such supply shall be at the discovered tariff under the bidding process as specified in the PSA or at a tariff rate lower than the same, which shall have been agreed between parties for such supply of power and such supply shall be deemed to be supply under and in accordance with the provisions of this Agreement.</p>	<p>Kindly clarify the treatment of Availability and Fixed Charge in case Utility rejects alternative source.</p> <p>In such case, the Supplier should be entitled to receive full Fixed Charge and Availability, since it is willing to offer supply from alternate source at same tariff, but such supply is refused by Utility.</p>	<p>Supplier should be entitled to recover full fixed charge payment in case of refusal by Utility to accept alternate supply at the same or lower tariff under the PSA (if offered by the Supplier). It may be noted that the Supplier has fulfilled its obligation of making available contracted capacity to meet its supply requirements, but in case Utility is not accepting such supply even when there is no adverse financial implication on the Utility, the Supplier should not be penalised by way of loss of Fixed Charge.</p>	No change is proposed.
15.	20.1.1	<p>Financial Close</p> <p>The Supplier hereby agrees and undertakes that it shall achieve Financial Close within 180 days from the date of this Agreement and in the event of delay, it shall make payment of Damages to the Utility in a sum calculated at the rate of 0.05% (zero point zero five per cent) of the Performance Security for each day of delay; provided that the Damages specified herein shall be payable every week in advance and the period beyond the said 180 days shall be granted only to the extent of Damages so paid; provided further that no Damages shall be payable if such delay in Financial Close has occurred as a result of any default or delay by the Utility in procuring satisfaction of the Conditions Precedent specified in Clause 4.1.2 or due to Force Majeure. For the avoidance of doubt, the Damages payable hereunder shall be in addition to the</p>	<p>The Supplier hereby agrees and undertakes that it shall achieve Financial Close within 180 days <u>18 months</u> from the date of this Agreement and in the event of delay, it shall make payment of Damages to the Utility in a sum calculated at the rate of 0.05% (zero point zero five per cent) of the Performance Security for each day of delay; provided that the Damages specified herein shall be payable every week in advance and the period beyond the said 180 days <u>18 months</u> shall be granted <u>for a period not exceeding 270 (two hundred and seventy) days</u> only to the extent of Damages so paid; provided further that no Damages shall be payable if such delay in Financial Close has occurred as a result of any default or delay by the Utility in procuring satisfaction of the Conditions Precedent specified in Clause 4.1.2 or due to Force Majeure. For</p>	<p>Financial Closure of the 1600 MW project will require significant time as it may involve multiple lenders for financing. Therefore, we request you to increase the timeline for achievement of Financial Closure to 18 months, which will be in line with time to fulfil Conditions Precedents as requested in query for clause 4.1.3.</p> <p>Moreover, damages for delay are already defined in clause 4.3, therefore we request you to kindly delete the said penalty provision.</p>	<p>Modified clause is as mentioned below</p> <p>The Supplier hereby agrees and undertakes that it shall achieve Financial Close within 180 days (extendable for a further period of 180 days) from the date of this Agreement and in the event of delay, it shall make payment of Damages to the Utility in a sum calculated at the rate of 0.05% (zero point zero five per cent) of the Performance Security for each day of delay; provided that the Damages specified herein shall be payable every week in advance and the period beyond the said 180 days (or further extended period) shall be granted only to the extent of Damages so paid; provided further that no Damages shall be payable if such delay in Financial Close has occurred as a result of any default or delay by the Utility in procuring satisfaction of the Conditions Precedent specified in Clause 4.1.2 or due to</p>

S.No.	Clause	Existing provision	Modification or clarification sought	Rationale for change	MSEDCL Response
		Damages, if any, due and payable under the provisions of Clause 4.3.	the avoidance of doubt, the Damages payable hereunder shall be in addition to the Damages, if any, due and payable under the provisions of Clause 4.3.		Force Majeure. For the avoidance of doubt, the Damages payable hereunder shall be in addition to the Damages, if any, due and payable under the provisions of Clause 4.3.
16.	21.2.4	The Initial Fixed Charge shall be deemed to be the Base Fixed Charge for the Accounting Year in which COD occurs, and for each subsequent Accounting Year, the applicable Base Fixed Charge shall be determined by decreasing the Base Fixed Charge for the immediately preceding Accounting Year by 2% (two per cent) thereof. For the avoidance of doubt and by way of illustration, the Base Fixed Charge for the first Accounting Year in which COD occurs shall be the Initial Fixed Charge, and for the second and third Accounting Years subsequent to the Accounting Year in which COD occurs, shall be a sum equal to 98% (ninety eight per cent) and 96.04% (ninety six point zero four per cent) respectively of the Initial Fixed Charge.	Kindly confirm that the 2% decrease specified herein in shall be applicable from the subsequent year when the COD of the Power Station will occur i.e. from the subsequent accounting year from COD of Unit 2 of the Power Station.	Requested clarification will avoid disputes/litigations during operations period.	Please note the mechanism to be followed in this regard. Mechanism: <i>Upon COD of U-1, the Supplier shall be entitled to Tariff payments (Fixed Charge + Fuel Charge), including WPI indexation as applicable. Upon commissioning of U-2, the same tariff shall also apply to U-2, and the 2% reduction in Base Fixed Charge shall commence in the accounting year subsequent to the COD of U-2.</i> <i>In case COD of U-2 gets delayed beyond 1 year from COD of U-1, the reduction in Base Fixed Charge by 2% shall be applicable from the accounting year subsequent to the SCOD. Upon commissioning of U-2, the same tariff as applicable in that year to U-1 shall also apply to U-2 and every year thereafter.</i>
17.	21.5.3	In the event that any shortfall in supply of electricity to the Utility occurs on account of any deficiency in transmission from the Point of Grid Connection, the Availability shall be deemed to be reduced to the extent of reduction in transmission of electricity, and the reduction referred to hereinabove shall be deemed as Non-Availability on account of deficiency in transmission. For the avoidance of doubt and by way of illustration, the Parties agree that if such deficiency in transmission is equal to 20% (twenty per cent) of the entitlement of the Utility in the Contracted Capacity, the Availability shall be deemed to	We request to delete this clause.	The Supplier cannot ensure Availability of the transmission line beyond the Point of Grid Connection. There is no fault of the Supplier in case power is not scheduled to the Utility because of non-availability of transmission system beyond the Point of Grid Connection. Hence the Supplier should not be penalised by reducing Availability and thereby reducing Fixed Charges payable due to fault of transmission agency.	No change is proposed.

S.No.	Clause	Existing provision	Modification or clarification sought	Rationale for change	MSEDCL Response
		be 80% (eighty per cent) and the Non-Availability hereunder shall be notified by the Supplier to the Utility forthwith.			
18.	21.9.2	The Tariff payable by the Utility under this Article 21 shall be inclusive of Service Tax, Electricity Duty, Value Added Tax or General Sales Tax, Custom Duty on Fuel or any replacement thereof, if applicable, and any Service Tax, Electricity Duty, Value Added Tax or General Sales Tax and Custom Duty on fuel thereon shall be paid by the Supplier. For avoidance of doubt, it is clarified that the Tariff quoted should be inclusive of all Taxes, Duties, Cesses etc. as applicable on Bid Due Date and any variation in the same after the Bid Due Date shall be subject to adjustment, in accordance with the provision of Change in Law.	It is requested that any Electricity Duty or cess or tax on sale or any other charges levied on supply of electricity to the Utility should be on reimbursement basis. The provision may kindly be modified accordingly.		Revised clause 21.9.2 shall read as under: <i>The Tariff payable by the Utility under this Article 21 shall be exclusive of Service Tax, Electricity Duty, Value Added Tax or General Sales Tax, Custom Duty on Fuel or any replacement thereof, if applicable, and any Service Tax, Electricity Duty, Value Added Tax or General Sales Tax and Custom Duty on fuel thereon shall be paid by the Supplier and reimbursed by the Utility upon submission of necessary particulars by the Supplier.</i>
19.	21.10.1	Commencing from the month following..... with the provisions of this Agreement.	<u>Commencing from the month following the month in which COD occurs, the Supplier shall, by the 5th (fifth) day of such and each succeeding month (or, if such day is not a Business Day, the immediately following Business Day), submit in triplicate to the Utility, an invoice in the agreed form (the "Monthly Invoice") signed by the authorised signatory of the Supplier setting out the computation of the Fixed Charge and Fuel Charge to be paid by the Utility to the Supplier in respect of the immediately preceding month in accordance with the provisions of this Agreement.</u>	Issuance of REA/SEA may take time and till the time billing should not be kept on hold as it will affect the liquidity of the Supplier. <u>Suggested change is in line with the MBD,</u> kindly incorporate the same in the existing clause.	No change is proposed.
20.	21.13	The Parties expressly agree that in the event the Utility pays the Tariff within 7 (seven) days of the date of submission of the Monthly/Provisional Monthly Invoice thereof, it shall be entitled to deduct 1% (one per cent) of the amount comprising the Tariff by way of discount for early payment. In case the event of due date for payment including for early payment being a Bank	The Parties expressly agree that in the event the Utility pays the Tariff within 7 (seven) <u>5 (five)</u> days of the date of submission of the Monthly/Provisional Monthly Invoice thereof, it shall be entitled to deduct 1% (one per cent) of the amount comprising the Tariff by way of discount for early payment. In case the event of due date for payment including for early payment being a Bank	Discount on payment should be given on payment by the Utility within 5 days <u>as per the MBD.</u>	No change is proposed.

S.No.	Clause	Existing provision	Modification or clarification sought	Rationale for change	MSEDCL Response
		Holiday / strike / not a business day, the next working day shall be considered as due date.	Holiday / strike / not a business day, the next working day shall be considered as due date.		
21.	22.1.1	<p>22.1.1 The heat energy input, in kCal, required for generation and supply of 1 (one) kWh of electricity at the Point of Grid Connection, after accounting for auxiliary consumption and losses upto the Point of Grid Connection, if any, as determined by Tests and specified in the Provisional Certificate or Completion Certificate, as the case may be, shall be the net station heat rate of the Power Station (the “Station Heat Rate” or “SHR”). Provided that the SHR shall be adjusted from time to time in accordance with the provisions of Clause 24.4, to account for any reduction in Despatch. Provided further that the aforesaid SHR shall be deemed to be increased by 0.15% (zero point one five per cent) per annum on each successive anniversary of COD and the number so arrived at shall be the applicable SHR for that year. For the avoidance of doubt and by way of illustration, the Parties expressly agree that if Tests determine that the Station Heat Rate at the Point of Grid Connection is say 2,300 kCal per kWh, it shall be assumed that such Station Heat Rate has been derived after accounting for auxiliary consumption and losses upto the Point of Grid Connection, if any.</p>	<p>22.1.1 The heat energy input, in kCal, required for generation and supply of 1 (one) kWh of electricity at the Point of Grid Connection, after accounting for auxiliary consumption and losses upto the Point of Grid Connection, if any, as determined by Tests and specified in the Provisional Certificate or Completion Certificate, as the case may be, shall be the net station heat rate of the Power Station (the “Station Heat Rate” or “SHR”). Provided that the SHR shall be adjusted from time to time in accordance with the provisions of Clause 24.4, to account for any reduction in Despatch. Provided further that the aforesaid SHR shall be deemed to be increased by 0.15% 0.5% (zero point one five per cent) per annum on each successive anniversary of COD and the number so arrived at shall be the applicable SHR for that year. For the avoidance of doubt and by way of illustration, the Parties expressly agree that if Tests determine that the Station Heat Rate at the Point of Grid Connection is say 2,300 2450 kCal per kWh, it shall be assumed that such Station Heat Rate has been derived after accounting for auxiliary consumption and losses upto the Point of Grid Connection, if any.</p>	<p>Degradation of 0.15% in SHR is on lower side as per applicable norms. Several plants of 800 MW unit size have SHR significantly higher than the net heat rate of 2300 kcal/kWh. Hence it is kindly requested to increase the required Net SHR to 2,450 kCal/kWh.</p>	<p>No Change is proposed except that 2,300 kCal per kWh may be read as 2,375 kCal per kWh</p>
22.	22.2.1	<p>A. Supplier in its bid has quoted a Fuel Charge..... (iii) Freight of Rs per Tonne</p>	<p>(iii) <u>Weighted Average</u> Freight of Rs per Tonne</p>	<p>Coal can be allocated from various mines of any subsidiary of CIL, therefore weighted average cost of transportation of fuel should be considered.</p> <p>Kindly make necessary changes in Article 22 or throughout the PSA wherever applicable.</p>	<p>The suggested change is accepted. However, the bidder must furnish the calculation/details considered for calculating the weighted average price.</p>
23.	22.2.4	<p>The total cost of transportation of domestic Fuel, forming part of the Landed</p>	<p>The total cost of transportation of domestic Fuel, forming part of the Landed</p>	<p>Generally, coal is transported through a combination of rail and road mode.</p>	<p>No change is proposed</p>

S.No.	Clause	Existing provision	Modification or clarification sought	Rationale for change	MSDCL Response
		<p>Fuel Cost, shall be the lower of, (a) 110% (one hundred and ten per cent) of the Freight payable to the Indian Railways for transportation (applicable for full rake load) by rail and taxes and duties payable on such freight applicable during the relevant month reduced by the proportion which is the Freight considered by the Bidder at Clause 22.2.1 (A) bears with that specified at Clause 22.2.1 (C), and (b) the actual cost of transportation. In respect of transportation of Fuel by road, the cost of domestic fuel, forming part of the Landed Fuel Cost, shall be lower of (a) 110% (one hundred and ten per cent) of the Freight payable to the Indian Railways for transportation by rail for the distance slab corresponding to the actual road distance covered for such transportation plus taxes and duties applicable on such rail freight, and (b) the actual cost of transportation by road. For the avoidance of doubt, in case of transportation of Fuel through Rail cum Road (RCR), the distance slab corresponding to total distance covered (Rail and Road) shall be considered for the purpose of this Clause 22.2.4. It is further clarified that the Freight payable for transportation of Fuel under this clause shall not include any penalties/damages for partial loading/over- loading and demurrage, payable by and attributable to the Supplier and shall not form part of cost of transportation.</p>	<p>Fuel Cost, shall be the lower of, (a) 110% (one hundred and ten per cent) of the Weighted Average Freight payable to the Indian Railways for transportation (applicable for full rake load) by rail and taxes and duties payable on such freight applicable during the relevant month reduced by the proportion which is the Weighted Average Freight considered by the Bidder at Clause 22.2.1 (A) (a) bears with that specified at Clause 22.2.1 (C) (c) and (b) the actual cost of transportation. In respect of transportation of Fuel by road, the cost of domestic fuel, forming part of the Landed Fuel Cost, shall be lower of (a) 110% (one hundred and ten per cent) of the Freight payable to the Indian Railways for transportation by rail for the distance slab corresponding to the actual road distance covered for such transportation plus taxes and duties applicable on such rail freight, and (b) the actual cost of transportation by road payable on actuals, subject to submission of necessary documents evidencing the cost of transport of domestic Fuel by Road. The Supplier shall finalize and execute the road transport agreements through a transparent bidding process, the details of which shall be submitted to the Utility. For the avoidance of doubt, in case of transportation of Fuel through Rail cum Road (RCR), the distance slab corresponding to total distance covered (Rail and Road) shall be considered for the purpose of this Clause 22.2.4. It is further clarified that the Freight payable for transportation of Fuel under this clause shall not include any penalties/damages for partial loading/over loading and demurrage, payable by and attributable to the Supplier and shall not form part of cost</p>	<p>Current clause has provision for pass through of fuel cost through rail mode. Similar, provision for pass through of coal cost through road mode should also be added.</p> <p>Kindly modify the clause as mentioned to allow the pass through of cost of transportation of coal through road mode.</p> <p>This will be in line with the overall principle of MBD to ensure fuel costs as pass- through.</p>	

S.No.	Clause	Existing provision	Modification or clarification sought	Rationale for change	MSEDCL Response
			<p>of transportation the cost of transportation of domestic Fuel, for the purpose of this Clause 22.2.4, shall be the summation of</p> <p>A. For rail, the lower of, (a) 110% (one hundred and ten percent) of the Weighted Average Freight payable to Indian Railways for transportation (applicable for full rake load) by rail and taxes and duties payable on such freight applicable during the relevant month reduced by the proportion which the Weighted Average Freight considered by the Bidder at Clause 22.2.1 (a) bears with that specified at Clause 22.2.1 (c), and (b) the actual cost of transportation; and</p> <p>B. For road, it shall be payable on actuals, subject to submission of necessary documents evidencing the cost of transport of domestic Fuel by Road. The Supplier shall agree through a transparent bidding process, the details of which shall be submitted to the Utility.</p>		
24.	22.6.1	Upon the Supplier meeting its obligations for and in respect of the supply of electricity to the Utility as part of the Contracted Capacity, or if Utility is not able to schedule any part of the Contracted Capacity, it may generate electricity from Allocated Coal for sale thereof to Buyers subject to payment of Revenue Share to the Utility, in an amount equal to the higher of, (a) Fixed Charge and (b) 30% (thirty per cent) of the gross sale revenue accrued from Buyers for each kWh of electricity sold to any Buyer.	Upon the Supplier meeting its obligations for and in respect of the supply of electricity to the Utility as part of the Contracted Capacity, or if Utility is not able to schedule any part of the Contracted Capacity, it may generate electricity from Allocated Coal for sale thereof to Buyers subject to payment of Revenue Share to the Utility, in an amount equal to the higher of, (a) Fixed Charge and (b) 30% (thirty per cent) of the contribution i.e. gross sale revenue less Fuel Charge accrued from Buyers for each kWh of electricity sold to any Buyer.	The proposed change is in the interest of the both parties i.e. the Utility and the Supplier. If 30% of the gross revenue is to be shared with the Utility, the Supplier will not generate when the net realisation after deducting 30% share is lower than the fuel cost. This is highly undesirable. The Supplier should be encouraged to sale unscheduled capacity even if selling price is marginal higher than the fuel cost to optimise the asset utilisation. The Discom is also benefited by getting 30% of the contribution.	No change is proposed.
25.	22.7	The Supplier shall at all times maintain a minimum stock of Allocated Coal and Fuel from AFSA, if any, as per the CEA guidelines which is sufficient for full production of electricity from Contracted	This clause should be deleted.	As the required Coal is arranged by the Utility under Para B (iv) of SHAKTI policy therefore, this clause should be deleted. Further, the overall coal supply situation in the country keeps on changing	No change is proposed.

S.No.	Clause	Existing provision	Modification or clarification sought	Rationale for change	MSEDCL Response
		Capacity for supply thereof to the Utility for a continuous period of 7 (seven) days (the “ Minimum Fuel Stock ”).		and it cannot be ensured that the 7 day stock can be maintained throughout the year.	
26.	22.8.2	<p>In the event of any Fuel Shortage hereunder, the Fixed Charge payable for and in respect of any Non-Availability arising as a result thereof shall be equal to 70% (seventy per cent) of the Fixed Charge.</p> <p>By way of illustration, the Parties agree that in the event the Non-Availability arising on account of shortfall in supply of Fuel is determined to be 50% (fifty per cent), the Supplier shall, with respect to the Non-Availability arising on account thereof in accordance with the provisions of Clause 21.5.2, be entitled to a Fixed Charge as if the Availability is equivalent to 70% (seventy per cent) of such Non-Availability. For the avoidance of doubt, the Parties agree that the Supplier shall not be liable to pay the Damages specified in Clause 21.6.2 if Non-Availability shall arise.</p>	<p>Kindly delete the provision.</p> <p>In the event of any Fuel Shortage hereunder, the Fixed Charge payable for and in respect of any Non-Availability arising as a result thereof shall be equal to 70% (seventy per cent) <u>100% (one hundred per cent)</u> of the Fixed Charge.</p> <p>By way of illustration, the Parties agree that in the event the Non Availability arising on account of shortfall in supply of Fuel is determined to be 50% (fifty per cent), the Supplier shall, with respect to the Non Availability arising on account thereof in accordance with the provisions of Clause 21.5.2, be entitled to a Fixed Charge as if the Availability is equivalent to 70% (seventy per cent) of such Non-Availability. For the avoidance of doubt, the Parties agree that the Supplier shall not be liable to pay the Damages specified in Clause 21.6.2 if Non-Availability shall arise.</p>	Since the Coal Linkage is allocated to the Supplier under SHAKTI policy by the Utility and the non-availability of coal is not due to any reason attributable to the Supplier then the Supplier should not be liable to be penalised by reducing its Fixed Charge.	No change is proposed.
27.	Article 23	Payment Security	To be aligned with Model Bidding Document	Please align Article 23 of the PSA i.e., Payment Security with MBD released by MoP as this is one of the most important Article of the PSA and is critical from financing point of view. Lenders will consider any deviation from MBD as a risk.	<p>Revised clauses 23.1.1 to 23.1.4 shall read as under:</p> <p><i>23.1.1 The Utility and the Supplier shall, prior to the Appointed Date, execute a default escrow agreement with the Utility’s bank (the “Default Escrow Bank”) substantially in the form specified in Schedule-J (the “Default Escrow Agreement”) for the establishment and operation of the default escrow account (the “Default Escrow Account”) in favour of the Supplier. The Parties agree and acknowledge that the Default Escrow Account shall be</i></p>

S.No.	Clause	Existing provision	Modification or clarification sought	Rationale for change	MSEDCL Response
					<p><i>established and maintained at a bank where at least 30% (thirty per cent) of the Utility's total monthly Revenues are normally deposited (the "Default Escrow Bank"). The Utility expressly agrees and undertakes that throughout the term of the Contract Period, Revenues not less than 50% (fifty per cent) of the average monthly Tariff (the "Default Escrow Amount") shall be routed every month through the Default Escrow Account in accordance with the provisions of this Clause 23.1 and the Default Escrow Agreement.</i></p> <p>23.1.2 The Utility and the Supplier shall, prior to the Appointed Date, execute a deed of hypothecation substantially in the form specified at of Schedule-K (the "Deed of Hypothecation"), whereby the Utility shall hypothecate to the Supplier an amount equal to Maximum Monthly Payment, to be deposited every month in the Default Escrow Account for discharging the liabilities arising out of and in relation to the Secured Obligations.</p> <p>23.1.3 The Parties acknowledge and agree that during the period commencing from the 25th (twenty fifth) day of every month and until discharge of any Monthly Invoice due and payable on or prior to that day, an amount equal to 20% of the annual Capacity Charge ("the "Minimum Monthly Payment") shall be withheld in the Default Escrow Account for payment to the Supplier against such Monthly Invoice and the balance remaining shall be available to the Utility for withdrawal or transfer in accordance with the provisions of the Default Escrow Agreement.</p> <p>23.1.4 The Utility shall procure that the Supplier has the first priority charge on the</p>

S.No.	Clause	Existing provision	Modification or clarification sought	Rationale for change	MSEDCL Response
					Revenues deposited into the Default Escrow Account, in accordance with the terms of the Default Escrow Agreement and the Deed of Hypothecation, but not exceeding the Maximum Monthly Payment for and in respect of any month
28.	24.4	<p>Ramp up of Despatch</p> <p>In the event the Utility Despatches less than 2% (two per cent) of its entitlement in the Contracted Capacity at any time and requires ramping up of generation thereafter, it shall allow a period of 8 (eight) hours to the Supplier for reaching Availability equal to such entitlement in the Contracted Capacity and shall make an additional payment on account of increase in SHR computed in accordance with the provisions of Schedule-C for and in respect of different levels of generation during the course of ramping up. For the avoidance of doubt, the Parties agree that in the event the Supplier fails to reach such Availability within 8 (eight) hours, the shortfall thereof shall be deemed to be Mis-declaration under the provisions of Clause 21.5.5. The Parties further agree that the liability of the Utility hereunder shall at all times be reckoned with reference to its entitlement in the Contracted Capacity.</p>	<p>Kindly make sure that the latest regulations/ guidelines are being followed as released by CEA/CERC for Ramp up of Despatch.</p> <p>Since entire capacity is contracted with the Utility, dispatch of less than 2% cannot be possible.</p>		<p>The clause is being modified as below:</p> <p><i>In the event the Utility Despatches less than 2% (two per cent) of its entitlement in the Contracted Capacity at any time and requires ramping up of generation thereafter, it shall allow a period of 8 (eight) hours to the Supplier for reaching Availability equal to such entitlement in the Contracted Capacity and shall make an additional payment on account of increase in SHR computed in accordance with the provisions of Schedule-C for and in respect of different levels of generation during the course of ramping up. For the avoidance of doubt, the Parties agree that in the event the Supplier fails to reach such Availability within 8 (eight) hours, the shortfall thereof shall be deemed to be Mis-declaration under the provisions of Clause 21.5.5. The Parties further agree that the liability of the Utility hereunder shall at all times be reckoned with reference to its entitlement in the Contracted Capacity.</i></p> <p><i>Provided that notwithstanding anything to the contrary contained herein above, the operation of the Power Station shall be governed in accordance with relevant provisions of the Grid Code.</i></p>
29.	28.4 (a)	<omitted>	<u>Change in Law, only if consequences thereof cannot be dealt with under and in accordance with the provisions of Article 34 and its effect, in financial terms, exceeds the sum specified in Clause 34.1;</u>	Kindly keep the clause as per MBD.	No change is proposed

S.No.	Clause	Existing provision	Modification or clarification sought	Rationale for change	MSEDCL Response
30.	30.1.2	Clause has been omitted.	<u>During the period of Suspension, the Utility shall pay to the Supplier 20% (twenty per cent) of the Fixed Charge due and payable to the Supplier for and in respect of the Contracted Capacity</u>	The said clause should be retained as provided under the MBD.	No change is proposed.
31.	31.1.1	(c) the Supplier does not achieve the latest outstanding Project Milestone or the Scheduled Completion Date, as the case may be, due in accordance with the provisions of Schedule-E and continues to be in default for 180 (one eighty) days;	(c) the Supplier does not achieve the latest outstanding Project Milestone or the Scheduled Completion Date, as the case may be, due in accordance with the provisions of Schedule-E and continues to be in default for 180 (one eighty) days <u>24 (twenty four) months</u>	Kindly increase the time period to be in default to at least 18 months.	No change is proposed.
32.	31.3.2	Termination Payment 31.3.2 31.3.2 Upon Termination on account of a Utility Default, the Utility shall pay to the Supplier, by way of Termination Payment, an amount equal to the Fixed Charge that would have been due and payable for Normative Availability for a period of 6 (six) months as if the Power Station had operated for such 6 (six) months from the date of Termination.	31.3.2 Upon Termination on account of a Utility Default, the Utility shall pay to the Supplier, by way of Termination Payment, an amount equal to the Fixed Charge that would have been due and payable for Normative Availability for a period of 6 (six) months <u>4 (four) years</u> as if the Power Station had operated for such 6 (six) months <u>4 (four) years</u> from the date of Termination.	In order to ease the project financing by the lenders, it is requested to increase the penalty provision in case of termination on account of a Utility Default and thereby requesting to increase termination payment as the Fixed Charge due and payable for Normative Availability for at least 4 years.	No change is proposed.
33.	31.3.3	Upon Termination or expiry of the Contract Period by efflux of time, the Fuel Supply Agreement or any other arrangement for production and supply of Allocated Coal shall cease to be effective and the Supplier shall have no right whatsoever to use such Allocated Coal for the Power Station without the express permission or authorisation by the Central Government in this behalf. Provided, however, that the Parties may mutually agree to a further extension of the Contract Period on the terms specified in this Agreement.	This clause should be applicable only in case of termination of the PSA in case of Supplier's default or in case of expiry of term of Agreement. In case of Utility default, the Supplier should be allowed to use the Allocated Coal The clause 31.3.3 and 31.5.1 may be modified accordingly,	The Supplier is undertaking huge investments by setting up the power station for dedicated power supply to the Utility. In case of Utility default, the Supplier should be allowed to use the allocated coal to protect its investments and ensure debt servicing. Otherwise, Supplier and its lenders are left facing a huge open risk.	No change is proposed.
34.	36.3	<omitted> Arbitration	Kindly keep this clause as per MBD.	Arbitration and Adjudication by Tribunal are important dispute resolution	No change is proposed.
35.	36.5	<omitted> Adjudication by a tribunal	Kindly keep this clause as per MBD.	provisions and should be retained as per model bidding documents.	No change is proposed

S.No.	Clause	Existing provision	Modification or clarification sought	Rationale for change	MSEDCL Response
36.	Article 39	As Delivered Price	Kindly add the definition of “As Delivered Price” as the term has been used in Article 22.		Please note the definition as below <i>“As Delivered Price” means the source specific price of CIL or its Subsidiaries at the loading point of the mine with all applicable taxes, levies and add-ons (surface transportation charges, sizing/crushing charges, rapid loading charges, and any other applicable charges of CIL/Subsidiaries) and shall not include any compensation for Short-delivery/short lifting and penalty/interest for delayed payments by the Supplier to Fuel Supplier.</i>
37.	Schedule-B Annexure-1	4. Each Unit of the Power Station shall have the capacity to ramp up from a cold start and reach full capacity within a period of 8 (eight) hours from the time of each start.	4. Each Unit of the Power Station shall have the capacity to ramp up from a cold start and reach full capacity within a period of 8 (eight) <u>14 (fourteen)</u> hours from the time of each start.	Kindly allow the time of at least 14 hours to reach full load from cold start.	Please note the modified clause as under: Kindly note the modified clause as under: <i>The ramp rates of all Units of all Units of the Power Station shall be in compliance with the relevant provisions of the Central Electricity Authority (Flexible Operation of Coal based Thermal Power Generating Units) Regulations, 2023 Each Unit of the Power Station shall have the capacity to ramp up from a cold start and reach full capacity within a period of 12 (twelve) hours from the time of each start.</i>
38.	Schedule-C	2. Station Heat Rate The Station Heat Rate, reckoned at the Point of Grid Connection shall, after accounting for auxiliary consumption and transmission losses, not exceed 2,300 (two thousand three hundred) kCal per kWh at 100% (hundred per cent) maximum continuous rating (MCR).	The Station Heat Rate, reckoned at the Point of Grid Connection shall, after accounting for auxiliary consumption and transmission losses, not exceed 2,300 (two thousand three hundred) <u>2450 (two thousand four hundred and fifty)</u> kCal per kWh at 100% (hundred per cent) maximum continuous rating (MCR).	As per rationale provided earlier for Article 21.1.1	No Change is proposed except that 2,300 kCal per kWh may be read as 2,375 kCal per kWh
39.	Schedule-D	(B) Performance Security Amount: Rs. 229.60 Cr.	Amount of Performance Security should be aligned with Article 9 of the PSA.	The amount of Performance Security in this clause is not aligned with Article 9 of the PSA.	Please see the modified clause as below: The Agreement requires the Supplier to furnish a Performance Security to the Utility in a sum of [Rs. 149.6 cr. (Rupees One Hundred and Forty-Nine crore and Sixty lakh)] (the “Guarantee Amount”) as security

S.No.	Clause	Existing provision	Modification or clarification sought	Rationale for change	MSEDCL Response
					for due and faithful performance of its obligations, under and in accordance with the Agreement, during the Construction Period (as defined in the Agreement)
40.	Schedule-E	Project Milestones	COD of Unit 1: 60 months from Appointed Date COD of Unit 2: 66 months from Appointed Date	In line with our suggestion regarding SCOD extension timeline.	No change is proposed
41.	Substitution Agreement	3.4.5 The transfer of Contract hereunder to a Nominated Company may, notwithstanding anything to the contrary in this Agreement and the Power Supply Agreement, be undertaken by transfer of no less than 75% (seventy five per cent) of the equity of the Supplier to the Nominated Company, and upon such transfer hereunder, the Nominated Company shall be deemed to be the Supplier under and in accordance with the provisions of this Agreement and the Power Supply Agreement.	3.4.5 The transfer of Contract hereunder to a Nominated Company may, notwithstanding anything to the contrary in this Agreement and the Power Supply Agreement, be undertaken by transfer of no less than 75% (seventy five per cent) <u>51% (fifty one per cent)</u> of the equity of the Supplier to the Nominated Company, and upon such transfer hereunder, the Nominated Company shall be deemed to be the Supplier under and in accordance with the provisions of this Agreement and the Power Supply Agreement.	Generally, the percentage of equity transfer is at the sole discretion of the lenders. Moreover, Substitution Agreement can be signed by transferring 51% of the equity shares i.e., majority stake of the Company.	Suggested change is accepted.
Solar – PPA					
1.	Article 3.1 (xiii)	The Power Producer can inject power earlier to SCOD from Project with MSEDCL's consent.	The Power Producer can inject power earlier to SCOD from Project with MSEDCL's consent <u>in accordance with the clause 4.1.7.</u>	The proposed changes is for better clarity.	Please see the modified clause as under <i>The commencement of supply of power corresponding to full as well as part contracted capacity prior to SCOD is permitted. In case of early commissioning prior to SCOD, power may be supplied from such early commissioned capacity with mutual consultation depending upon requirement of power of MSEDCL.</i>
2.	Article 3.2 (iv)	The transmission charges/losses upto the Delivery Point shall be borne by the Procurer. However, in case of inter-state projects, if there is an increase in transmission charges that are applicable for inter-state	The transmission charges/losses upto <u>beyond</u> the Delivery Point shall be borne by the Procurer. We request to add the provision that in case of delay in commencement of supply/commissioning of project due to Force majeure or reasons beyond the control		No change is proposed.

S.No.	Clause	Existing provision	Modification or clarification sought	Rationale for change	MSEDCL Response								
		transfer of solar power, on account of project getting commissioned beyond SCOD/extended SCOD of respective phases (in accordance of clause 3.3 (i)) as stipulated in PPA, such increase in transmission charges shall be to the account of the Power Producer.	of power producer, power producer shall be not liable for any incremental or differential ISTS transmission charges.										
3.	Article 5.7	<p>Generation compensation in off-take constraints due to Grid unavailability</p> <p>During the operation of the plant, there can be some periods where the plant can generate power but due to temporary transmission unavailability, the power is not evacuated, for reasons not attributable to the solar power generator. In such cases, the generation compensation shall be addressed by the Power Procurer in following manner:</p> <table border="1" data-bbox="389 758 824 1396"> <thead> <tr> <th data-bbox="389 758 667 874">Duration of Grid Unavailability</th> <th data-bbox="667 758 824 874">Provision Generation Compensation</th> </tr> </thead> <tbody> <tr> <td data-bbox="389 874 667 1396">Grid unavailability beyond 175 hours in a year as defined in the PPA</td> <td data-bbox="667 874 824 1396">Generation Compensation ((Tariff X Solar power offered but not by Procurer)) X of hours unavailability However, if third-party sale</td> </tr> </tbody> </table>	Duration of Grid Unavailability	Provision Generation Compensation	Grid unavailability beyond 175 hours in a year as defined in the PPA	Generation Compensation ((Tariff X Solar power offered but not by Procurer)) X of hours unavailability However, if third-party sale	<p>Generation compensation in off-take constraints due to Grid unavailability</p> <p>During the operation of the plant, there can be some periods where the plant can generate power but due to temporary transmission unavailability, the power is not evacuated, for reasons not attributable to the solar power generator. In such cases, the generation compensation shall be addressed by the Power Procurer in following manner:</p> <table border="1" data-bbox="846 699 1274 1396"> <thead> <tr> <th data-bbox="846 699 1124 815">Duration of Grid Unavailability</th> <th data-bbox="1124 699 1274 815">Provision Generation Compensation</th> </tr> </thead> <tbody> <tr> <td data-bbox="846 815 1124 1396"><u>Any duration of Grid unavailability beyond 175 hours in a year as defined in the PPA</u></td> <td data-bbox="1124 815 1274 1396">Generation Compensation ((Tariff X Solar power offered but not by Procurer)) X of hours unavailability However, if third-party sale the power exc</td> </tr> </tbody> </table>	Duration of Grid Unavailability	Provision Generation Compensation	<u>Any duration of Grid unavailability beyond 175 hours in a year as defined in the PPA</u>	Generation Compensation ((Tariff X Solar power offered but not by Procurer)) X of hours unavailability However, if third-party sale the power exc	<p>175 hours annually corresponds to about 5% of the Solar Generation. This will have a direct impact on tariff (i.e. lead to increase in tariff as developer factors the same in Bid).</p> <p>We request that the power producer shall be eligible for compensation for any reduced offtake from the very first hour of grid unavailability</p> <p>Further the 50% suggested revenue sharing shall encourage developer to find 3rd party procured for selling of power and create a win-win situation for power producer and MSEDCL.</p>	No change is proposed
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S.No.	Clause	Existing provision	Modification or clarification sought	Rationale for change	MSEDCL Response								
		<p>the power exchange, as price taker, the amount realised, after deducting expenses, shall be adjusted against the Generation compensation payable, on monthly basis.</p>	<p>price taker, the amount realised, after deducting expenses, shall be adjusted against the Generation compensation payable, on monthly basis.</p>	<p>95% of the amount realised, after expenses, against the Generation compensation on monthly basis.</p>									
4.	Article 5.8	<p>Generation compensation/Payment in case of reduced offtake:</p> <table border="1"> <thead> <tr> <th>Reduced off-take</th> <th>Minimum ration Compensation</th> </tr> </thead> <tbody> <tr> <td>Reduced off-take beyond 175 hours in a year, as defined in the PPA</td> <td>Generation Compensation (Tariff x S power (MW) offered not scheduled by X 1000 X No. of Reduced Off-t</td> </tr> </tbody> </table>	Reduced off-take	Minimum ration Compensation	Reduced off-take beyond 175 hours in a year, as defined in the PPA	Generation Compensation (Tariff x S power (MW) offered not scheduled by X 1000 X No. of Reduced Off-t	<p>Generation compensation/Payment in case of reduced offtake:</p> <table border="1"> <thead> <tr> <th>Reduced off-Take</th> <th>Minimum ration Compensation</th> </tr> </thead> <tbody> <tr> <td>Reduced off-Take for any duration beyond 175 hours in a year, as defined in the PPA</td> <td>Generation Compensation (Tariff x S power (MW) offered not scheduled by X 1000 X No. of Reduced Off-t However, in</td> </tr> </tbody> </table>	Reduced off-Take	Minimum ration Compensation	Reduced off-Take for any duration beyond 175 hours in a year, as defined in the PPA	Generation Compensation (Tariff x S power (MW) offered not scheduled by X 1000 X No. of Reduced Off-t However, in	<p>175 hours annually corresponds to about 5% of the Solar Generation. This will have a direct impact on tariff (i.e. lead to increase in tariff as developer factors the same in Bid). We request that the power producer shall be eligible for compensation for any reduced offtake from the very first hour of reduced off-take Further the 50% suggested revenue sharing shall encourage developer to find 3rd party procured for selling of power and is a win-win situation for power ducer and MSEDCL.</p>	No change is proposed
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			<p>However, in case of third-party sale or sale in the power exchange, as price taker, the 95% of the amount realised, after deducting expenses, shall be adjusted against the Generation compensation payable, monthly basis.</p>	<p>third-party sale or sale in the power exchange, as price taker, the 95% of the amount realised, after deducting expenses, shall be adjusted against the Generation compensation payable, monthly basis.</p>	
5.	Article 6.3	<p>In the event of delay in payment of Monthly bill by MSEDCL thirty (30) days beyond date of presentation of Tariff Invoice, a late Payment charge shall be payable by MSEDCL to the Power Producer at the rate of 1.25% (percent) in excess of the SBI, 1 year Marginal Cost of Funds Based Lending Rate (MCLR) per annum / any replacement thereof by SBI.</p>	<p>The said provision may kindly be aligned with the LPS Rules. It is seen that LPS rules provision is already provided for in Thermal PPA, and the same may also be provided for Solar PPA as well.</p>	<p>The MoP has issued the LPS rules and the same needs to be adopted in the PPA.</p>	<p>Suggested change is accepted</p>
6.	Article 9	<p>Change in Law</p>	<p>It is suggested that Change in Law provisions may be in accordance with the Electricity (Timely Recovery of Costs due to Change in Law) Rules, 2021 notified by the Ministry of Power in line with the provision of Solar Standard Bidding Guidelines dated 28-July-2023. Further, "a change in any condition of an approval or license obtained or to be obtained for purchase, supply, or transmission of electricity" should be considered as a Change in Law and should be removed from the exclusion list.</p>	<p>The MoP has issued the Change in Law rules and the same needs to be adopted in the PPA.</p>	<p>No change is proposed.</p>
7.	Appendix-A-1		<p>The Commissioning procedure should be aligned with procedure/ types of</p>	<p>It should also be noted that since as per IEGC and performance of trial run before</p>	<p>No change is proposed</p>

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			documents required under CERC IEGC Regulations. There should be no requirement of JMR during commissioning of the plant.	commissioning of the project, there should be no requirement of JMR during commissioning of the plant.	

Bidder-3 Queries & Response

#	Clause	Existing provision	Modification or clarification sought	Rationale for change	MSEDCL Response
NIT					
1	Procurement of Coal based power (Para-5, Page No. 3)	The entire transmission losses up to delivery point and transmission charges will be borne by the developer.	According to the PSA issued by the Utility, transmission charges upto the Delivery Point will be responsibility of the Utility, thus kindly make necessary changes in the current clause.	-	Please refer Corrigendum No. 1 to the NIT dated May 17, 2024
2.	General		Earlier, the Utility has only published NIT, RFQ, RFP and RfS, it is observed that draft Power Supply Agreement (PSA) for Thermal and draft Power Purchase Agreement for Solar, which were published recently, the Utility has made several material changes. We request the Utility to kindly revise the NIT, RFQ, RFP and RfS documents in line with recently published draft PSA and PPA.		Please refer the Corrigendum to RfP, RfQ, & NIT.
3.	General	Bidding process (E-Reverse Auction)	Please also conduct a mock auction atleast 20 days prior to bid submission date since this is a new bidding concept. What values will the bidder be allowed to change?	Usually, the bidding process for thermal power procurement is conducted on Deep Portal. Here the Utility has decided to conduct the E-reverse auction on Bharat Portal. Therefore, the Utility is requested to provide the detailed guide and conduct mock rounds to familiarize bidders with the Bharat Portal. This will also help the bidders to know which are the bidding parameters which are allowed to change during e-reverse auction.	MSEDCL will endeavour to arrange mock auction on Bharat Portal prior to bid due date.
RfQ					
4.	1.1.1	Brief particulars of the Project are as follows: Installed Capacity (in MW): 1600MW	Minimum Bid Capacity (in MW) : 800	The above tender expects an investment of Rs. 33,700 Cr (i.e. 11,200 Cr for Thermal @ 7 Cr/MW and	No change is proposed

#	Clause	Existing provision	Modification or clarification sought	Rationale for change	MSEDCL Response														
		Period when supply must commence: Unit #1- 42 (forty two) months from Appointed Date Unit #2- 48 (forty eight) months from Appointed Date	Unit-1: 48 months Unit-2: 60 months	22,500 Cr for Solar @ 4.5 Cr/MW) that too from a single bidder. Development of such a large capacity by a single party, immensely increases the development and delay risk and further discourages participation and competition for a competitive tariff discovery.															
5.	1.2	Brief description of Bidding process The Utility has.....comprising Request for Proposals (the “Request for Proposals-DBFOO” or “RFP-DBFOO”).	Kindly confirm that the Bid Due Date of 18 th June 2024, refers to only the RFQ submission date and not the price-bid submission date.	In the clause 1.3 of RFQ i.e., Schedule of Bidding Process the Application Due Date has not been included as mentioned in the MoP's Model Bidding Document and the current bidding process seems to be a single stage process	The bid due date for both the RFQ and RFP is the same, and both documents must be submitted together.														
6.	1.2.1	The Utility has adopted a two-stage bidding process (collectively referred to as the “Bidding Process”) for selection of the Bidder for award of the Project. The first stage (the “Qualification Stage”) of the process involves qualification (the “Qualification”) of interested parties/ consortia who make an Application in accordance with the provisions of this RFQ - DBFOO (the “Applicant”, which expression shall, unless repugnant to the context, include the Members of the Consortium). Prior to making an Application, the Applicant shall pay to the Utility a sum of Rs 1,60,000 (Rupees one lakh sixty thousand only) plus 18% GST as the cost of the RFQ - DBFOO process which is non- refundable.	Kindly specify the mode of payment for cost of the RFQ -DBFOO process. In case the payment is to be made through Demand Draft, kindly provide the name of beneficiary for the same.		The bank details for Demand Draft/ making online payment of non-refundable fee of Rs.1,60,000 +18% GST are mentioned below: <table border="1" data-bbox="1818 853 2177 1361"> <tr> <td>Name of Bank</td> <td>Bank of India</td> </tr> <tr> <td>Branch Name</td> <td>Mumbai Large Corporate Branch</td> </tr> <tr> <td>Account No.</td> <td>016020110000033</td> </tr> <tr> <td>Name of Account Holder by Designation</td> <td>Maharashtra State Electricity Distribution Co Ltd.</td> </tr> <tr> <td>IFSC Code</td> <td>BKID0000160</td> </tr> <tr> <td>TYPE OF ACCOUNT</td> <td>CURRENT ACCOUNTS</td> </tr> <tr> <td>Address</td> <td>Mumbai Large Corporate, 70/80, MG Road, Fort, Maharashtra</td> </tr> </table>	Name of Bank	Bank of India	Branch Name	Mumbai Large Corporate Branch	Account No.	016020110000033	Name of Account Holder by Designation	Maharashtra State Electricity Distribution Co Ltd.	IFSC Code	BKID0000160	TYPE OF ACCOUNT	CURRENT ACCOUNTS	Address	Mumbai Large Corporate, 70/80, MG Road, Fort, Maharashtra
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#	Clause	Existing provision	Modification or clarification sought	Rationale for change	MSEDCL Response
7.	2.2.2 B.	Financial Capacity: The Applicant shall have a minimum Net Worth (the “Financial Capacity”) equivalent to Rs. 2400 crore (Rupees two thousand four hundred crore) at the close of the preceding financial year.	Financial Capacity of Rs. 2400 Cr. is on a higher side. It should be reduced to 1200 Cr. so that maximum bidders can participate in the process. Further, the requirement of net- worth should be fulfilled for only either of thermal or solar, and not on a combined basis, otherwise it will lead to duplicity of requirement.	Modifying the provisions as suggested would enable larger participation and better price discovery for the Utility.	No change is proposed.
8.	2.2.8	An Applicant including any Consortium Member or Associate should..... If any Associate of the Applicant or the Consortium member has defaulted under the financing agreement(s) or admitted into CIRP or liquidation process by NCLT, such Applicant/ Consortium will not be eligible for the Bidding Process.	Kindly modify the provision as under: An Applicant including any Consortium Member or Associate should..... If any Associate of the Applicant or the Consortium member has defaulted under the financing agreement(s) or admitted into CIRP or liquidation process by NCLT, such Applicant/ Consortium will not be eligible for the Bidding Process. Provided that such disqualification shall not apply to those cases wherein such Associates have been acquired by the Applicant or Consortium member as part of a CIRP process.	There may be several potential bidders that have acquired stressed assets (including power plants) through NCLT process. Upon such acquisition, the said assets are now Associates/subsidiary of the bidder with clv slate. Accordingly, a bidder who has acquired such assets should be eligible to participate in the present bid process to allow maximum participation and increase the competition in the bidding process. Hence the suggested provision.	It is clarified that the said restriction shall not apply to those entities that have been acquired by an applicant following a Corporate Insolvency Resolution Process (CIRP) or National Company Law Tribunal (NCLT) process.
RfP					
9.	1.1.1	The term “New Power Station” or “Power Station” or “Project” means the generating station of which the construction is commenced after the Date of Letter of Award (LoA) and grid synchronization, commissioning and COD of its Units are achieved as per the terms of the Power Supply Agreement (PSA) and as described in Schedules A and B of the PSA-DBFOO. For the avoidance of doubt, it is clarified that construction for this purpose would mean that the Bidder has placed the	The term “New Power Station” or “Power Station” or “Project” means the generating station of which the construction is commenced after the signing of Power Supply Agreement (PSA) and grid synchronization, commissioning and COD of its Units are achieved as per the terms of the Power Supply Agreement (PSA) and as described in Schedules A and B of the PSA-DBFOO. For the avoidance of doubt, it is clarified that construction for this purpose would mean	We request to amend the RFP with proposed amendment to minimize the ambiguity and uncertainty on signing of Power Supply Agreement (PSA).	The clause is modified as below: The term “New Power Station” or “Power Station” or “Project” means the generating station of which the construction is commenced after the date of issuance of NIT and grid synchronization, commissioning and COD of its Units are achieved as per the terms of the Power Supply Agreement (PSA) and as described in

#	Clause	Existing provision	Modification or clarification sought	Rationale for change	MSEDCL Response
		order for supply of Boiler, Turbine and Generator package after the date of Letter of Award (LoA).	that the Bidder has placed the order for supply of Boiler, Turbine and Generator package as per signed Power Supply Agreement (PSA).		Schedules A and B of the PSA-DBFOO. For the avoidance of doubt, it is clarified that construction for this purpose would mean that the Bidder has placed the order for supply of Boiler, Turbine and Generator package after the date of issuance of NIT.
10.	2.8.1	Bidders requiring any clarification on the RFP-DBFOO may notify the Utility in writing by speed post/courier/special messenger and by e-mail attaching the queries in Microsoft Word file in accordance with Clause 1.2.11. They should send in their queries on or before the date mentioned in the Schedule of Bidding Process specified in Clause 1.3. The Utility shall endeavour to respond to the queries within the period specified therein, but no later than 15 (fifteen) days prior to the Bid Due Date. The responses will be sent by e-mail. The Utility will forward all the queries and its responses thereto, to all Bidders without identifying the source of queries.	Clause 1.2.11 does not exist in the RFP.		The correct reference in the RFP document is clause 1.2.10, not clause 1.2.11. Kindly refer to clause 1.2.10 for the relevant information.
11.	2,12.1	Bids should be submitted online latest by 1500 hours IST on the Bid Due Date and the Enclosures of the Bid to be submitted as per the date and place specified in Clause 2.11.5 in this RFP-DBFOO.	Clause 2.11.5 does not exist in the RFP.		Please note that the bid has to be submitted in accordance with the clause 2.11
12.	Appendix- I Letter comprising the Bid	Bid Format: (1) Fixed Charge for the base year	(1) Fixed Charge for the base year as on the Bid Date	The bidder must quote the Fixed Charge as on the Bid Date. Therefore, kindly make the suggested change.	The suggested change is acceptable
13.	Appendix- 1 Letter comprising the Bid	33. I/ We hereby submit the following Bid and offer, as on the Bid Due Date, in accordance with the provisions of the Power Supply Agreement and Clause 3.5 of this RFP-DBFOO- A Tariff of Rs. ... and paise..... (Rupees ....and paise) per kWh comprising a) Fixed Charge of Rs. and paise ^s	It is suggested that taxes and duties on fuel and taxes applicable on freights should not be quoted separately. Kindly clarify on all Taxes/Duties/CESS		Please refer Corrigendum No. 1.

#	Clause	Existing provision	Modification or clarification sought	Rationale for change	MSEDCL Response
		(Rupees and paise.) ^s per kWh c) Fuel Charge of (d) Rs. and paise ... (Rupees and paise) per kWh on Taxes/Duties/CESS/etc. (Loading of individual parameters)	considered in this point and what is Loading on individual parameters meaning?		
14.	Appendix-VI	Details of Allocated Coal Linkage	Kindly provide the date by which Utility will provide the details of Coal such as Grade, Source, Ex-mine coal cost before the Bid Due Date as this will be required for quoting the Fuel Charge in the tariff.	It will be required by the bidder for Bid Submission.	The same shall be provided in the portal.
PSA					
15.	1.2.1 (k)	reference to a “business day” shall be construed as reference to a day (other than a Sunday) on which banks in the State where the Utility is situated are generally open for business;	reference to a “business day” shall be construed as reference to a day (other than a Sunday) on which banks in the State where the Utility or the Power Station is situated are generally open for business:	Power station can be situated in a state other than the state in which Utility is situated, hence kindly modify the clause as mentioned to avoid any conflict.	The suggested change is acceptable
16.	4.1.3	The Conditions Precedent required to be satisfied by the Supplier within a period of 180 (one hundred and eighty) days from the date of this Agreement shall be deemed to have been fulfilled when the Supplier shall have:	The Conditions Precedent required to be satisfied by the Supplier within a period of 15 (fifteen) months from the date of this Agreement shall be deemed to have been fulfilled when the Supplier shall have:	180 days is very less time to complete all the Conditions Precedent to be fulfilled by the Supplier. For a new power station various statutory clearances will be required to obtain and thereafter the bidders is also require to achieve financial closure Therefore, kindly provide sufficient time for completion of Conditions Precedent.	No change is proposed.
17.	4.4	Commencement of Contract Period	Financial Close should be removed from the Commencement of Contract Period.	Contract period will commence after achievement of Appointed Date which does not contain the Financial Close. Also, Financial Close requires the bidders to fulfill the CPs which are necessary for initial Fund availability, which are	No change is proposed.

#	Clause	Existing provision	Modification or clarification sought	Rationale for change	MSEDCL Response
				<p>presently unknown and also depends on the lenders.</p> <p>Hence, kindly remove the Financial Close for the Commencement of Contract Period.</p>	
10.	4.5	<p>Deemed Termination upon delay</p> <p>Without prejudice to the provisions of Clauses 4.2 and 4.3, and subject to the provisions of Clause 9.2, the Parties expressly agree that in the event the Appointed Date does not occur, for any reason whatsoever, before the 1st (first) anniversary of the date of this Agreement or the extended period provided in accordance with this Agreement, all rights, privileges, claims and entitlements of the Supplier under or arising out of this Agreement shall be deemed to have been waived by, and to have ceased with the concurrence of the Supplier, and the Power Supply Agreement shall be deemed to have been terminated by mutual agreement of the Parties. Provided, however, that in the event the delay in occurrence of the Appointed Date is for reasons attributable to the Supplier, the Performance Security of the Supplier shall be encashed and appropriated by the Utility as Damages thereof.</p>	<p>Without prejudice to the provisions of Clauses 4.2 and 4.3, and subject to the provisions of Clause 9.2, the Parties expressly agree that in the event the Appointed Date does not occur, for any reason whatsoever, before the 2nd (second) anniversary of the date of this Agreement or the extended period provided in accordance with this Agreement, all rights, privileges, claims and entitlements of the Supplier under or arising out of this Agreement shall be deemed to have been waived by, and to have ceased with the concurrence of the Supplier, and the Power Supply Agreement shall be deemed to have been terminated by mutual agreement of the Parties. Provided, however, that in the event the delay in occurrence of the Appointed Date is for reasons attributable to the Supplier, the Performance Security of the Supplier shall be encashed and appropriated by the Utility as Damages thereof.</p>	<p>To align the timeline for fulfillment of Conditions Precedent (as requested in Clause 4.1.3) with the Deemed Termination, suggested change is required to be done.</p>	No change is proposed.
18.	5.1.6	<p>In case the Supplier is setting up a dedicated transmission line upto STU, the transmission charge/loss upto Delivery Point shall be borne by the Supplier for the entire duration of this Agreement. Further, there shall be no additional impact on the Tariff due to any Change in Law/ Force Majeure/ regulatory changes/overrun etc. with respect to such dedicated transmission line. Further, in case such</p>	<p>In case the Supplier is setting up a dedicated transmission line upto STU, the transmission charge/loss upto Delivery Point shall be borne by the Supplier for the entire duration of this Agreement.</p>	<p>As the construction of the Power Station includes Dedicated Transmission Line, therefore provisions of Change in Law, Force Majeure, regulatory changes, overrun, etc. should be applicable for all the elements of Power Station.</p>	No change is proposed.

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		dedicated transmission line becomes a part of CTU network during the term of this Agreement, the transmission charges applicable to the Utility shall be reimbursed by the Supplier to the Utility.			
19.	6.1.4	New Clause to be added	The transmission system required for evacuation of power beyond the Delivery Point should be built by the Utility at least 3 months prior to Scheduled Completion Date of Unit i.	Power evacuation beyond the Delivery Point is the responsibility of the Utility, therefore please incorporate the said clause.	No change is proposed.
20.	11.2.2	0.2 % (zero point two per cent) of the amount of Performance Security for delay of each day for the period beyond 180 (one hundred eighty) days from the Scheduled Completion Date provided that; in the event the Supplier agrees and undertakes to supply from an alternate source for the period beyond 180 (one hundred eighty) days, the whole or part of the entitlement of the Utility from electricity that would have been produced from Contracted Capacity during the period between the Scheduled Completion Date and COD, and on the terms specified in this Agreement, the Damages payable under this Clause 11.2.2 shall be reduced in the same proportion that such supply shall bear to the Contracted Capacity. Provided that in case the Utility refuses to accept power from alternate source, the Damages as provided herein shall not be applicable for the period of such refusal. For the avoidance of doubt, the Parties agree that in the event the Power Station fails to achieve COD within 18	calculated at the rate of 0.1% (zero point one per cent) of the amount of Performance Security for delay of each day for the period beyond 270 (two hundred seventy) days from the Scheduled Completion Date provided that; in the event the Supplier agrees and undertakes to supply from an alternate source for the period beyond 270 (two hundred seventy) days, the whole or part of the entitlement of the Utility from electricity that would have been produced from Contracted Capacity during the period between the Scheduled Completion Date and COD, and on the terms specified in this Agreement, the Damages payable under this Clause 11.2.2 shall be reduced in the same proportion that such supply shall bear to the Contracted Capacity. Provided that in case the Utility refuses to accept power from alternate source, the Damages as provided herein shall not be applicable for the period of such	It is also requested to decrease the penalty from 0.2% to 0.1% in line with Model Bidding Documents published by the MoP since this would impact the risk factor in the tariff and the bidder would need to factorize it in its tariff offered during the Bidding, leading to higher Tariff discovery.	No change is proposed.

#	Clause	Existing provision	Modification or clarification sought	Rationale for change	MSEDCL Response
		<p>(eighteen) months from the Scheduled Completion Date, unless the delay is on account of reasons attributable to the Utility or due to Force Majeure, the Utility shall be entitled to terminate this Agreement and such termination shall constitute Supplier's Default.</p>	<p>refusal. For the avoidance of doubt, the Parties agree that in the event the Power Station fails to achieve COD within 18 (eighteen) months from the Scheduled Completion Date, unless the delay is on account of reasons attributable to the Utility or due to Force Majeure, the Utility shall be entitled to terminate this Agreement and such termination shall constitute Supplier's Default.</p>		
21.	14.1.1	<p>The Power Station..... .....provisions of Article 21. For the avoidance of doubt, the Parties expressly agree that if the Power Station is substantially completed but COD is delayed for reasons attributable to the Utility, 15% (fifteen per cent) of the Fixed Charge shall be due and payable hereunder as if COD has occurred for the Power Station or any Unit thereof, as the case may be, in addition to the extension of Concession Period under and in accordance with the provisions of this Agreement. The Parties further agree that for determination of Tariff under Article 21, COD of the first Unit shall be deemed to be the COD of the Power Station.</p>	<p>The Power Station..... .....provisions of Article 21. For the avoidance of doubt, the Parties expressly agree that if the Power Station is substantially completed but COD is delayed for reasons attributable to the Utility, 100% (one hundred percent) of the Fixed Charge shall be due and payable hereunder as if COD has occurred for the Power Station or any Unit thereof, as the case may be, in addition to the extension of Concession Period under and in accordance with the provisions of this Agreement. The Parties further agree that for determination of Tariff under Article 21, COD of the first Unit shall be deemed to be the COD of the Power Station.</p>	<p>The Utility cannot limit the amount of Fixed Charge payable to the Supplier in event of delay in COD solely attributable due to Utility. This will make the PSA unbankable and financing extremely challenging. Therefore, kindly modify the provision for payment of 100% Fixed Charges.</p>	<p>The revised clause is as under: The Power Station or any Unit thereof, as the case may be, shall be deemed to be complete when the Completion Certificate or the Provisional Certificate, as the case may be, is issued under the provisions of Article 13. The commercial operation date of the Power Station or any Unit, as the case may be, shall be the date on which the Power Station or such Unit is deemed fit for generating electricity and supplying it to the Grid upon issuance of such Completion Certificate or the Provisional Certificate (the "COD"). The Power Station or any Unit thereof shall enter into commercial service on COD whereupon the Supplier shall be entitled to demand and collect the Tariff in accordance with the provisions of Article 21. For the avoidance of doubt, the Parties expressly agree that if the Power Station or any Unit thereof, as the case may be, is ready for COD and Supplier has given due notice to the Utility but COD is delayed due to non-availability of transmission</p>

#	Clause	Existing provision	Modification or clarification sought	Rationale for change	MSEDCL Response
					system, the Utility shall pay to the Supplier from the Scheduled Completion Date or the date notified by the Supplier for COD, whichever is later, an amount equal to 100% (hundred percent) of the Fixed Charges based on Normative Availability as Damages for a period till the time transmission system is made available.
22.	14.1.2	In the event COD is achieved prior to the Scheduled Completion Date, the Fixed Charge due and payable to the Supplier for the period prior to the Scheduled Completion Date shall be 70% (seventy per cent) of the Base Fixed Charge specified in Clause 21.2.1. Provided, however, that no payment on account of Fixed Charge hereunder shall be due or payable for any period prior to 365 (three hundred and sixty five) days from the Scheduled Completion Date. Provided further that no incentive shall be payable in terms of clause 21.6 for the period prior to the Scheduled Completion Date.	In the event COD is achieved prior to the Scheduled Completion Date, the Fixed Charge due and payable to the Supplier for the period prior to the Scheduled Completion Date shall be 100% (hundred per cent) of the Base Fixed Charge specified in Clause 21.2.1. Provided, however, that no payment on account of Fixed Charge hereunder shall be due or payable for any period prior to 365 (three hundred and sixty five) days from the Scheduled Completion Date.	If the Power station becomes operational ahead of SCOD, it is unreasonable to pay only 70% Fixed Charges. Since Supplier has fulfil its obligation under the PSA, i.e., to start supplying power it should be allowed payment of 100% fixed charges and applicable incentive in accordance with the PSA, since the same would also affect the Loan obligation of the Supplier.	Modified clause is provided below: In the event COD is achieved prior to the Scheduled Completion Date, the Fixed Charge due and payable to the Supplier for the period prior to the Scheduled Completion Date shall be 100% (hundred per cent) of the Base Fixed Charge specified in Clause 21.2.1. Provided, however, that no payment on account of Fixed Charge hereunder shall be due or payable for any period prior to 365 (three hundred and sixty five) days from the Scheduled Completion Date. Provided further that no incentive shall be payable in terms of clause 21.6 for the period prior to the Scheduled Completion Date.
23.	14.2.2	Subject to the provisions of Clause 11.2, if COD does not occur prior to the 61st (sixty first) day after the Scheduled Completion Date, unless the delay is on account of reasons attributable to the Utility or due to Force Majeure, the Supplier shall pay Damages to the Utility in a sum calculated at the rate of 0.5% (zero point five per cent) of the amount of Performance Security for delay of each day until COD is achieved.	This clause should be deleted.	Penalty for delay in achieving COD is covered under clause 11.2.2 of this agreement, therefore, this clause should be deleted.	No change is proposed.
24.	15.9	Damages for breach of maintenance obligations	This clause should be deleted.	In case of any maintenance issue, the	No change is proposed.

#	Clause	Existing provision	Modification or clarification sought	Rationale for change	MSEDCL Response
		<p>In the event that the Supplier fails to repair or rectify any defect or deficiency which causes reduction in Availability, it shall be deemed to be in breach of this Agreement and the Utility shall be entitled to recover Damages, to be calculated and paid for each day of delay until the breach is cured, 2% (two per cent) of the Average Daily Fixed Charge or such smaller sum as the Utility may, in its discretion determine upon prompt compliance of its obligations by the Supplier. Recovery of such Damages shall be without prejudice to the rights of the Utility under this Agreement, including the right of Termination thereof.</p>		<p>Availability of power station will get reduced and accordingly Fixed Charges will get reduced on account of reduced availability. Therefore, kindly delete the said clause.</p>	
25.	18.6	<p>Substitute Supply In the event the Availability of the Power Station is reduced on account of Scheduled Maintenance, Unscheduled Maintenance or Force Majeure, the Supplier may, with prior consent of the Utility, which consent the Utility may deny in its sole discretion or convey acceptance with such conditions as it may deem fit, supply electricity from any alternative source, including Merchant Capacity, if any, provided such supply shall be at the discovered tariff under the bidding process as specified in the PSA or at a tariff rate lower than the same, which shall have been agreed between parties for such supply of power and such supply shall be deemed to be supply under and in accordance with the provisions of this Agreement.</p>	<p>In case the Supplier is supplying power from any alternate source, and it is at same tariff or lower as specified under the PSA, the Supplier should be entitled for 100% Fixed Charges even if the Utility denies the such supply. Kindly make necessary changes in the current provision to reflect the above mentioned request.</p>	<p>As the Supplier by offering supply from alternate source is fulfilling its obligation under the PSA, therefore the Supplier should be paid 100% Fixed Charge in accordance with the PSA provisions.</p>	No change is proposed.
26.	20.1.1	<p>Financial Close The Supplier hereby agrees and undertakes that it shall achieve Financial Close within 180 days from the date of this Agreement in the event of delay, it shall make payment of Damages to the Utility in a sum calculated</p>	<p>The Supplier hereby agrees and undertakes that it shall achieve Financial Close within 15 months from the date of this Agreement and in the event of delay, it shall make payment of Damages to the Utility in a sum calculated at the rate of 0.05% (zero point zero five per cent) of the Performance Security for each day of</p>	<p>Timeline for Financial Close should be aligned with the timeline of achieving Conditions Precedent as requested in clause 4.1.3.</p>	No change is proposed.

#	Clause	Existing provision	Modification or clarification sought	Rationale for change	MSEDCL Response
		at the rate of 0.05% (zero point zero five per cent) of the Performance Security for each day of delay; provided that the Damages specified herein shall be payable every week in advance and the period beyond the said 180 days shall be granted only to the extent of Damages so paid; provided further that no Damages shall be payable if such delay in Financial Close has occurred as a result of any default or delay by the Utility in procuring satisfaction of the Conditions Precedent specified in Clause 4.1.2 or due to Force Majeure. For the avoidance of doubt, the Damages payable hereunder shall be in addition to the Damages, if any, due and payable under the provisions of Clause 4.3.	delay; provided that the Damages specified herein shall be payable every week in advance and the period beyond the said 15 months shall be granted for a period not exceeding 270 (two hundred and seventy) days only to the extent of Damages so paid; provided further that no Damages shall be payable if such delay in Financial Close has occurred as a result of any default or delay by the Utility in procuring satisfaction of the Conditions Precedent specified in Clause 4.1.2 or due to Force Majeure.	Also, damages for delay are already covered in Article 4, hence should be delete to avoid double penalty.	
27.	21.2.4	The Initial Fixed Charge shall be deemed to be the Base Fixed Charge for the Accounting Year in which COD occurs, and for each subsequent Accounting Year, the applicable Base Fixed Charge shall be determined by decreasing the Base Fixed Charge for the immediately preceding Accounting Year by 2% (two per cent) thereof. For the avoidance of doubt and by way of illustration, the Base Fixed Charge for the first Accounting Year in which COD occurs shall be the Initial Fixed Charge, and for the second and third Accounting Years subsequent to the Accounting Year in which COD occurs, shall be a sum equal to 98% (ninety eight per cent) and 96.04% (ninety six point zero four per cent) respectively of the Initial Fixed Charge.	Kindly clarify that the reduction of 2% in the Fixed Charge will be applicable after the COD of Unit-2 of the newly constructed power station.		Please note the below mechanism shall be followed Mechanism: Upon COD of U-1, the Supplier shall be entitled to Tariff payments (Fixed Charge + Fuel Charge), including WPI indexation as applicable. Upon commissioning of U-2, the same tariff shall also apply to U-2, and the 2% reduction in Base Fixed Charge shall commence in the accounting year subsequent to the COD of U-2. In case COD of U-2 gets delayed beyond 1 year of COD of U-1, the reduction in Base Fixed Charge by 2% shall be applicable from the accounting year subsequent to SCOD. Upon commissioning of U-2, the same tariff as applicable in that year to U-1 shall also apply to U-2 and every year thereafter.
28.	21.9.2	The Tariff payable by the Utility under this Article 21 shall be inclusive of Service Tax, Electricity Duty,	Any kind of Taxes/ Duties imposed on the supply of electricity should be reimbursed by the Utility and		Revised clause 21.9.2 shall read as under:

#	Clause	Existing provision	Modification or clarification sought	Rationale for change	MSEDCL Response
		Value Added Tax or General Sales Tax, Custom Duty on Fuel or any replacement thereof, if applicable, and any Service Tax, Electricity Duty, Value Added Tax or General Sales Tax and Custom Duty on fuel thereon shall be paid by the Supplier. For avoidance of doubt, it is clarified that the Tariff quoted should be inclusive of all Taxes, Duties, Cesses etc. as applicable on Bid Due Date and any variation in the same after the Bid Due Date shall be subject to adjustment, in accordance with the provision of Change in Law.	should be exclusive of the tariff as the bidder cannot take into the these charges for whole term of the agreement. Kindly make the requested changes in the current provision.		The Tariff and Incentives payable by the Utility under this Article 21 shall be exclusive of Service Tax, Electricity Duty, Value Added Tax or General Sales Tax, Custom Duty on Fuel or any replacement thereof, if applicable, and any Service Tax, Electricity Duty, Value Added Tax or General Sales Tax and Custom Duty on fuel thereon shall be paid by the Supplier and reimbursed by the Utility upon submission of necessary particulars by the Supplier.
29.	Article 22		The current provisions for calculation of Fuel Charge does not account the average distance of transportation of fuel in case of fuel allocation from multiple mines. Kindly make the necessary changes for the provision of weighted average cost of transportation of fuel in this Article/Agreement, where applicable.	As the coal is allocated under SHAKTI policy, thus there are chances of allocation of coal from multiple mines. In such case, distance from all the mines should be calculated on a weighted average basis. Further, to calculate the cost of transportation under Fuel Charges, a standard distance to be given as a benchmarking for all the bidders to keep parity among the bidders on account of Fuel Charges calculation.	The suggested change regarding weighted average distance — is accepted. However, the bidder must furnish the calculation/details considered for calculating the weighted average price/distance. No change is proposed.
30.	22.2.4	The total cost of transportation of domestic Fuel... .. Cost of transportation.	The current clause includes the pass through of coal cost only through transportation by rail. Pass through of coal cost by road mode should also be added.	Along with transportation by railways, the transportation of coal also includes transportation by road mode for last mile delivery. Therefore, the current provision should be modified to include transportation by road mode in total transportation distance.	No change is proposed.

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31.	22.6.1	Upon the Supplier meeting its obligations for and in respect of the supply of electricity to the Utility as part of the Contracted Capacity, or if Utility is not able to schedule any part of the Contracted Capacity, it may generate electricity from Allocated Coal for sale thereof to Buyers subject to payment of Revenue Share to the Utility, in an amount equal to the higher of, (a) Fixed Charge and (b) 30% (thirty per cent) of the gross sale revenue accrued from Buyers for each kWh of electricity sold to any Buyer.	Upon the Supplier meeting its obligations for and in respect of the supply of electricity to the Utility as part of the Contracted Capacity, or if Utility is not able to schedule any part of the Contracted Capacity, it may generate electricity from Allocated Coal for sale thereof to Buyers.	As the Utility is not scheduling the power, the Supplier is free to sell power to any other bidders and the Utility cannot claim revenue share for the electricity sold to other bidders.	No change is proposed.
32.	22.8.2	In the event of any Fuel Shortage..... Non-Availability shall arise.	Kindly delete this clause.	Since the Coal Linkage is allocated to the Utility under SHAKTI policy, therefore, the Supplier is not responsible for any fuel shortage and hence the penalty provisions should be removed.	No change is proposed.
33.	Article 23	Payment Security	Payment Security mechanism must be in line with the MoP's Model Bidding Document.	Any abnormality in the Payment security mechanism will not be considered by the Lenders at the time of execution of Loan Agreement and without financial closure, the Supplier cannot fulfil all its CPs and this may lead to deemed termination of the PSA.	Please note the change in the clause as mentioned below The Utility and the Supplier shall, prior to the Appointed Date, execute a default escrow agreement with the Utility's bank (the "Default Escrow Bank") substantially in the form specified in Schedule-J (the "Default Escrow Agreement") for the establishment and operation of the default escrow account (the "Default Escrow Account") in favour of the Supplier. The Parties agree and acknowledge that the Default Escrow Account shall be established and maintained at a bank where at least 30% (thirty per cent) of the Utility's total monthly Revenues are normally deposited (the "Default Escrow Bank"). The Utility expressly agrees

#	Clause	Existing provision	Modification or clarification sought	Rationale for change	MSEDCL Response
					and undertakes that throughout the term of the Contract Period, Revenues not less than 50% (fifty per cent) of the average monthly Tariff (the "Default Escrow Amount") shall be routed every month through the Default Escrow Account in accordance with the provisions of this Clause 23.1 and the Default Escrow Agreement.
34.	28.1	<p>Force Majeure</p> <p>As used in this Agreement, the expression "Force Majeure" or "Force Majeure Event" shall, save and except as expressly provided otherwise, mean occurrence in India of , any or all of Non-Political Event, Indirect Political Event and Political Event, as defined in Clauses 28.2, 28.3 and 28.4 respectively, if it affects the performance by the Party claiming the benefit of Force Majeure (the "Affected Party") of its obligations under this Agreement and which act or event (a) is beyond the reasonable control of the Affected Party, and (b) the Affected Party could not have prevented or overcome by exercise of due diligence and following Good Industry Practice as well as the mandate prescribed in Clause 28.5, and (c) has Material Adverse Effect on the Affected Party. However, it is hereby clarified that Article 28 in entirety i.e., no Force Majeure events with respect to setting up of a dedicated transmission line by the Supplier upto STU shall be applicable for being claimed by Supplier against MSEDCL.</p>	<p>As used in this Agreement, the expression "Force Majeure" or "Force Majeure Event" shall, save and except as expressly provided otherwise, mean occurrence in India of, including but not limited to, any or all of Non-Political Event, Indirect Political Event and Political Event, as defined in Clauses 28.2, 28.3 and 28.4 respectively, if it affects the performance by the Party claiming the benefit of Force Majeure (the "Affected Party") of its obligations under this Agreement and which act or event (a) is beyond the reasonable control of the Affected Party, and (b) the Affected Party could not have prevented or overcome by exercise of due diligence and following Good Industry Practice, and (c) has Material Adverse Effect on the Affected Party.</p>	<p>As the construction of the Power Station includes Dedicated Transmission Line, therefore provisions of Force Majeure should be applicable for all the elements of Power Station including Dedicated Transmission Line.</p>	No change is proposed
35.	30.1.2	<omitted>	During the period of Suspension, the Utility shall pay to the Supplier 20% (twenty per cent) of the Fixed Charge due and payable to the Supplier for and in respect of the Contracted Capacity	This clause has been omitted as per Model Bidding Document issued by Ministry of Power. Kindly add the mentioned clause.	No change is proposed.

#	Clause	Existing provision	Modification or clarification sought	Rationale for change	MSEDCL Response
36.	31.1.1	Termination for Supplier Default Cure Period: 90 days	Cure Period: 120 days	Cure period should be kept equal for both the Supplier and the Utility.	No change is proposed.
37.	31.1.1 (c)	the Supplier does not achieve the latest outstanding Project Milestone or the Scheduled Completion Date, as the case may be, due in accordance with the provisions of Schedule-E and continues to be in default for 180 (one eighty) days;	the Supplier does not achieve the latest outstanding Project Milestone or the Scheduled Completion Date, as the case may be, due in accordance with the provisions of Schedule-E and continues to be in default for 12 months ;	Kindly increase the time as, the default time period of 180 days is very less for a greenfield project which requires many statutory clearances as well.	No change is proposed.
38.	31.3.2	Termination Payment Upon Termination on account of a Utility Default, the Utility shall pay to the Supplier, by way of Termination Payment, an amount equal to the Fixed Charge that would have been due and payable for Normative Availability for a period of 6 (six) months as if the Power Station had operated for such 6 (six) months from the date of Termination.	Kindly modify the clause as mentioned below: Upon Termination on account of a Utility Default, the Utility shall pay to the Supplier, by way of Termination Payment, an amount equal to the Fixed Charge that would have been due and payable for Normative Availability for a period of 3 (three) years as if the Power Station had operated for such 3 (three) years from the date of Termination.	Substantial amount of money should be paid by the Utility in case of termination on account of Utility default as the Supplier has made a huge investment in the development of new power station . Further, the Supplier will be liable for repayment of loans.	No change is proposed.
39.	31.3.4	Termination Payment shall be due and payable within 15 (fifteen) days of a demand being made with the necessary particulars, and in the event of any delay, the defaulting Party shall pay interest at a rate equal to 3% (three per cent) above the Bank Rate on the amount of Termination Payment remaining unpaid; provided that such delay shall not exceed 90 (ninety) days. For the avoidance of doubt, it is expressly agreed that Termination Payment shall constitute full discharge by the Utility of its payment obligations in respect thereof hereunder.	Termination Payment shall be due and payable within 15 (fifteen) days of a demand being made with the necessary particulars, and in the event of any delay, the defaulting Party shall pay interest at a rate equal to 5% (five per cent) above the Bank Rate on the amount of Termination Payment remaining unpaid; provided that such delay shall not exceed 90 (ninety) days. For the avoidance of doubt, it is expressly agreed that Termination Payment shall constitute full discharge by the Utility of its payment obligations in respect thereof hereunder.	Interest should be kept at 5% above the Bank Rate, to be paid by the defaulting party so as to protect the other party from any financial burden in case of termination.	No change is proposed
40.	34.1	Change in Law It is hereby clarified that Article 34 in entirety i.e., no Change in Law events with respect to setting up of a dedicated transmission line be the Supplier upto STU shall be applicable for being claimed by Supplier against MSEDCL.		As the construction of the Power Station includes Dedicated Transmission Line, therefore provision of Change in Law should be applicable for all the elements of Power Station	No change is proposed.

#	Clause	Existing provision	Modification or clarification sought	Rationale for change	MSEDCL Response
				including Dedicate Transmission Line.	
41.	36.3	Arbitration		This clause has been omitted as per Model Bidding Document issued by Ministry of Power. Kindly add the mentioned clause.	No change is proposed.
42.	36.5	Adjudication by a tribunal		This clause has been omitted as per Model Bidding Document issued by Ministry of Power. Kindly add the mentioned clause.	No change is proposed.
43.	Article 39	The term “ New Power Station ” or “ Power Station ” or “ Project ” means the generating station of which the construction is commenced after the Date of Letter of Award (LoA) and grid synchronization, commissioning and COD of its Units are achieved as per the terms of the Power Supply Agreement (PSA) and as described in Schedules A and B of the PSA-DBFOO. For the avoidance of doubt, it is clarified that construction for this purpose would mean that the Bidder has placed the order for supply of Boiler, Turbine and Generator package after the date of Letter of Award (LoA).		Kindly align the provision in accordance with our earlier comment in clause 1.1.1 of the RFQ.	The clause is modified as below: “Power Station” or “New Power Station” or “Project” for the purpose of this PSA-DBFOO means the generating station of which the construction is commenced after the date of issuance of NIT and grid synchronization, commissioning and COD of its Units are achieved as per the terms of the Power Supply Agreement (PSA) and as described in Schedules A and B of the PSA-DBFOO. For the avoidance of doubt, it is clarified that construction for this purpose would mean that the Bidder has placed the order for supply of Boiler, Turbine and Generator package after date of issuance of NIT and shall include the Dedicated Transmission System, Project Assets, Project Facilities and the allocation of Allocated Coal which is linked to or attached with the Project;
44.	Article 39	As Delivered Price	Kindly define the “As Delivered Price” as it has been repeatedly used in Article 22 of the PSA.		“As Delivered Price” means the source specific price of CIL or its Subsidiaries at the loading point of the mine with all applicable taxes,

#	Clause	Existing provision	Modification or clarification sought	Rationale for change	MSEDCL Response
					levies and add-ons (surface transportation charges, sizing/crushing charges, rapid loading charges, and any other applicable charges of CIL/Subsidiaries) and shall not include any compensation for Short-delivery/short lifting and penalty/interest for delayed payments by the Supplier to Fuel Supplier.
45.	Annex I (Schedule A) — Part C	Allocated Coal Linkage		Details of Allocated Coal Linkage to be added as per the Model Bidding document.	The same shall be provided in due course.
46.	Schedule-B Annexure-1	4. Each Unit of the Power Station shall have the capacity to ramp up from a cold start and reach full capacity within a period of 8 (eight) hours from the time of each start.	4. Each Unit of the Power Station shall have the capacity to ramp up from a cold start and reach full capacity within a period of 12 (twelve) hours from the time of each start.	Sufficient time will be required for the Unit to reach full load from a cold start.	Suggested changes are accepted
47.	Schedule C	Specifications and Standards	Kindly also incorporate that the Power Station should comply with the Central Electricity Authority (Flexible Operation of Coal based Thermal Power Generating Units) Regulations, 2023	The said regulations have been issued post the publication of Model Bidding Documents, and hence should incorporate the new regulations as well.	Suggested changes are accepted.
48.	Schedule- E	Project Completion Schedule	Kindly change the project timelines as requested in query for clause 11.2.1		No change is proposed.
49.	Substitution Agreement	3.4.5 Transfer of equity: 75%	The provisions of transfer of Equity should be kept open.	As per our experience, this condition will depend on how much equity is pledged by the Supplier to their lenders. Hence the provision should be kept open in order to avoid future discrepancies.	Please note the following modified clause: The transfer of Contract hereunder to a Nominated Company may, notwithstanding anything to the contrary in this Agreement and the Power Supply Agreement, be undertaken by transfer of no less than 51% (fifty one per cent) of the equity of the Supplier to the Nominated Company, and upon such transfer hereunder, the Nominated Company shall be deemed to be the Supplier

#	Clause	Existing provision	Modification or clarification sought	Rationale for change	MSEDCL Response
					under and in accordance with the provisions of this Agreement and the Power Supply Agreement.
RfS					
50.	General	<p>Bid Capacity (in MW): 5000</p> <p>SCOD:</p> <p>Phase I: 18 Months: 1000 MW</p> <p>Phase II: 24 Months: 1000 MW</p> <p>Phase III: 30 Months: 2000 MW</p> <p>Phase IV: 36 Months : 1000 MW</p>	<p>Minimum Bid Capacity (in MW): 2500</p> <p>SCOD:</p> <p>Phase wise % of Capacity ranging from 24 — 42 months.</p> <p><i>Illustration:</i></p> <p><i>Phase I: 24 Months: 20% of Bid Capacity MW</i></p> <p><i>Phase II: 30 Months 20% of Bid Capacity MW</i></p> <p><i>Phase III: 36 Months: 40% of Bid Capacity MW</i></p> <p><i>Phase IV: 42 Months: 20% of Bid Capacity MW</i></p>	<p>The above tender expects an investment of Rs. 33,700 Cr (i.e. 11,200 Cr for Thermal @ 7 Cr/MW and 22,500 Cr for Solar @ 4.5 Cr/MW) that too from a single bidder.</p> <p>Development of such a large capacity by a single party, immensely increases the development and delay risk and further discourages participation and competition for a competitive tariff discovery.</p>	No change is proposed
51.	Section 3	A Bidder which has been selected as successful Bidder based on this RfS can also execute the Project through a Special Purpose Vehicle (SPV) i.e. a Project company especially incorporated as a fully owned subsidiary Company (100% subsidiary) of the successful bidder for setting up of the Project which has to be registered under the Indian Companies Act, 2013, before signing of PPA.	Kindly allow group entities i.e., entities within the same promoter family to nominate the setting up of solar project / thermal project, as the case may be, to any of its associate / sister entities (i.e., any other company within the same promoter group).	An individual bidder should be allowed to develop either the thermal or solar project through any of its sister companies i.e., any other company, which are part of the same promoter family of the individual bidder. This is critical and important because financing agreements and terms for solar projects are quite stringent in the sense that they will not allow exposure to thermal power. Thus, in case the individual bidder wishes to set up thermal capacity in its own name, it must be allowed to set up the solar capacity through any of its other group company (or a subsidiary of other	<p>The clause to be modified as below:</p> <p>A bidder which has been selected as successful Bidder based on this RfS can also execute the Project through a Special Purpose Vehicle (SPV) i.e. a Project company especially incorporated as a fully owned subsidiary Company (100% subsidiary) of the successful bidder for setting up of the Project which has to be registered under the Indian Companies Act, 2013, before signing of PPA. Further, the successful bidder shall ensure that its shareholding in the SPV (special purpose vehicle) / project company executing the PPA shall not fall below 51% (fifty-one per cent) at any time prior to 1 (one) year from the COD, except with the prior approval</p>

#	Clause	Existing provision	Modification or clarification sought	Rationale for change	MSEDCL Response
				group company).	of MSEDCL. However, in case if Applicant is a single entity, the group company of the Applicant or group company of the promotor of the Applicant may be permitted to set up a SPV for implementing the Solar power project as required under the NIT and RfS.
52.	Section 4	Bid evaluation methodology and selection of Projects	It is requested to provide more clarity on the reverse auction methodology.		Reverse auction shall be on the weighted average cost, bidders shall be allowed to lower the bid by changing the bid prices of both thermal and solar. In addition, MSEDCL will endeavor to arrange mock auction on Bharat Portal prior to bid due date.
53.		PBG @ INR 5 lakhs/ MW	PBG @ INR 2 lakhs/MW	Request you to kindly make the PBG amount at 2 lakh/MW in place of 5 lakh/MW considering the huge capacity	No changes are proposed
				It is requested that MSEDCL may provide amended RfS document basis the PPA clauses in order to have better clarity of the documents.	Please refer Addendum to the RFS dated May 24, 2024. .
PPA					
54.	Recital	Further, the Power Producer may change the location of the Project one month prior to SCOD of the respective Phase to supply power from an existing project without change in SCOD; provided that the power is supplied at the Tariff as per this Agreement with no additional financial impact due to any reasons including on account of transmission charges/ transmission losses/ change in Law and /any other regulatory charges etc. on the Procurer.	Further, the Power Producer may change the location of the Project one month prior to SCOD of the respective Phase to supply power from an existing project without change in SCOD; provided that the power is supplied at the Tariff as per this Agreement with no additional financial impact due to any reasons including on account of transmission charges/ transmission losses on the Procurer.	It is requested that any other regulatory charges and change in law may be removed from the additional financial impact.	No change is proposed

#	Clause	Existing provision	Modification or clarification sought	Rationale for change	MSEDCL Response
55.	4.2.2	If the Solar Power Developer fails to achieve Financial Closure..... on advance payment of extension charges of Rs. 10,000/- per day per MW plus GST @ 18%, (if applicable).	If the Solar Power Developer fails to achieve Financial Closure. On advance payment of extension charges of Rs. 1,000/- per day per MW plus GST @ 18%, (if applicable).	The existing charges of Rs.10,000 per day per MW is on higher side and may be revised to Rs.1000 per day per MW.	No change is proposed.
56.	5.4.2	Notwithstanding anything contained above, the compensation for shortfall in generation in a year as calculated above, shall in no event be less than an amount that would be required to arrive at a weighted average tariff that is not more than the weighted average tariff* determined for that year calculated as per the evaluation methodology provided in the Notice Inviting Tender for selection of Successful Bidder. Illustration for calculation of weighted average for a particular year	Deleted	Kindly remove the existing clause as it will create unnecessary confusion at the time of actual operation.	No change is proposed.
57.	6.5 (e)	Payment under the letter of Credit: Any drawl under the letter of credit in respect of a Tariff Invoice (excluding supplementary bills) shall require:	Payment under the letter of Credit: Any drawl under the letter of credit in respect of a Tariff Invoice (excluding supplementary bills) shall require: (a) a copy of the Monthly Invoice which has remained unpaid; and (b) a certificate from Power producer to the effect that the Monthly Invoice is in accordance with this Agreement and that the amount due has remained unpaid.	Kindly modify the provision for payment under the letter of credit as suggested.	No change is proposed
58.	Article 9	Change in Law		It is requested that provision of change in law may be aligned in accordance with the Electricity (Timely Recovery of Costs due to Change in Law) Rules, 2021 notified by the Ministry of Power on 22.10.2021 (and subsequent amendments, if	No change is proposed

#	Clause	Existing provision	Modification or clarification sought	Rationale for change	MSEDCL Response
				any) in line with the provision of Solar Standard Bidding Guidelines dated 28-July-2023.	
59.	10.3.1	The occurrence of any of the following events at any time during the Term of this Agreement shall constitute an Event of Default by Power Producer:	The occurrence and the continuation of any of the following events, unless any such event occurs as a result of an event of Force Majeure or a breach by the MSEDCL of its obligations under this PPA, shall constitute 'Power Producer' Event of Default'	It is requested that clause 10.3.3 (a) applicable for MSEDCL's event of default may also be allowed for event default by power producer.	No change is proposed.

Queries/ Request for Additional Information: NIT, RFQ – DBFOO, RFP-DBFOO, PSA- DBFOO, RfP and PPA for 1600 MW thermal and 5000 MW Solar Maha Power Project

Bidder-4 Queries Response

SN	Cl. Ref	Current Clause	Suggested Clause/Clarification	Justification	Response/Remarks
1. 1	NIT Procurement of Coal-based Power:	...The developer may install a new project at any location as per its preference within or outside the State of Maharashtra and the electricity will be delivered at STU/MSETCL periphery. The developer may set up a dedicated transmission line up to any point of connection to grid or directly up the MSETCL periphery. The entire transmission losses up to delivery point and transmission charges will be borne by the developer.	As per the draft PSA published by the Utility, transmission losses up to delivery point will be borne by the Supplier and the intra-state an inter-state transmission charges will be borne by the Utility.	Kindly align the provision of NIT with the provision of the draft PSA published by Utility.	Please refer to Corrigendum No. 1 to NIT dated May 17, 2024
2.	NIT Procurement of Solar Power	...Bidders shall note that if solar power plant is not commissioned as per the terms of the RfS, MSEDCL reserves the unconditional right to terminate the PPA for solar power plant and PSA for thermal power plant.	The provision of termination should be applicable for both Solar and thermal power plants in case they are not commissioned as required under the RFS/RFP.	The termination provision should be applicable for both solar and thermal power.	Please refer to Corrigendum No. 1 to NIT dated May 17, 2024
3.	RFQ Clause 1.1.1	Table: Period when supply must commence: 36 months from Appointed Date	Kindly keep supply commencement date as 57 months and 60 months from Appointed Date for Unit 1 and Unit 2 respectively.	The current timeline for development of such huge project is inadequate. Accordingly, please modify the clause.	Please refer Corrigendum No. 1 to the RFQ dated May 17, 2024.
4.	RFQ Clause 1.1.5	The Utility shall receive Applications pursuant to this RFQ - DBFOO in accordance with the terms set forth herein as modified, altered, amended and clarified from time to time by the Utility, and all Applications shall be prepared and submitted in accordance with such terms on or before the date specified in Clause	Kindly clarify whether the thermal process will be single stage or two-stage. As per SBD the thermal bidding process is a two stage process involving 1 st qualification and then price bid submission. As per the bidding schedule provided, it is unclear as to the differentiation		The bid due date for both the RFQ and RFP is the same, and both proposals must be submitted together. Also request to please refer the Corrigendum VII dated 21.05.2024, where the latest event timelines have been reproduced.

SN	Cl. Ref	Current Clause	Suggested Clause/Clarification	Justification	Response/Remarks
		1.3 for submission of Applications (the “Application Due Date”).	between RFQ submission date and then RFP submission date. Kindly clarify.		
5.	RFQ 2.2.2 B	Financial Capacity Minimum Net Worth required: INR 2400 Cr	Kindly please keep Minimum Net Worth required under Financial Capacity as INR 1496 Cr.	Considering the huge project capacity, request you to please reduce Net Worth requirement under financial capacity to INR 1 Cr/MW. This will allow more bidders to participate in the tender.	Please note that the Applicant shall have a minimum Net Worth (the “Financial Capacity”) equivalent to Rs. 1600 crore (Rupees one thousand six hundred crore) at the close of the preceding financial year.
6.	RFQ Appendix I	-	Kindly allow to submit the Technical and Financial Capacity certificates as per ICIA guidelines		The suggested changes are acceptable.
7.	RFP Clause 1.1.1	Period when supply must commence: Unit #1-36 (thirty six) months from Appointed Date Unit #2-42 (forty two) months from Appointed Date	Suggested Clause: Period when supply must commence: Unit #1-57 (fifty seven) months from Appointed Date Unit #2-60 (sixty) months from Appointed Date	Please refer our justification in SN 3 under RFQ Clause 1.1.1.	No change is proposed.
8.	RFP Clause 3.5.3	It should noted that the power will be scheduled through Utilities GNA quantum. Thus, transmission charges will be recovered from supplier in its energy bill on prorata basis of GNA charges paid by the Utility in respective billing month, calculated on basis of contracted capacity.	Kindly delete the clause.	As per the draft PSA published by the Utility, transmission losses up to delivery point will be borne by the Supplier and the intra-state an inter-state transmission charges will be borne by the Utility.	Please refer Corrigendum No. 1 to RfP dated May 17, 2024.
9.	RFP Appendix I – Letter comprising bid	33. I/ We hereby submit (d) Rs. ... and paise \$ (Rupees ... and paise...) per kWh on Taxes/Duties/CESS etc. (Loading of individual parameters)	Kindly delete the sub clause (d).	The Taxes and Duties on the Coal India Notified Price of Coal would be part of cost of fuel and Taxes and Duties for transportation of coal	Please refer corrigendum No 1

SN	Cl. Ref	Current Clause	Suggested Clause/Clarification	Justification	Response/Remarks
				would be part of cost of transportation. Request you to please clarify if any other Taxes/Duties/CESS will be applicable/ needs to be considered while quoting the bid.	
10.	RFP Appendix I – Letter comprising bid	33. I/ We hereby submit the following Bid and offer..... I/we have considered the freight payable to Indian Railways for coal transportation (inclusive of taxes) as Rs ..../tonne. The distance considered for transportation of coal from mines to plant locations has been taken as kms.	The freight payable should be quoted on weighted average basis. In some cases, bidder may be required to transport the coal by road. Accordingly, bidders should be allowed to quote road transportation also.	There is a possibility that the coal allocation may be from more than one coal mines by Coal India Limited located at different distances from the Power Station. Accordingly, the freight payable should be quoted on weighted average basis. The inclusion of road transportation is very crucial as the same will have financial impact on the bidder.	The suggested change is acceptable. However, the bidder must furnish the calculation/details considered for calculating the weighted average distance/cost. Road transportation if applicable upto nearest railway siding from the mine, must be included by the Bidder in the transportation cost. Bidder to mention the details of the Road Transportation (total distance __km and total coal transportation cost (inclusive of taxes) as Rs ..../tonne. Any road transportation at the plant side, if applicable, has to be borne by the Bidder
11.	RFP Appendix I – Letter comprising bid	33. I/ We hereby submit the following Bid and offer..... we hereby submit that we would be sourcing the coal from coal linkage	Kindly delete this provision. Utility shall provide (1) Weighted Average Cost of Fuel and (2) Weighted	As the Fuel is being arranged by Utility, the Cost and GCV of Fuel shall be same for all bidders. Accordingly,	No change is proposed.

SN	Cl. Ref	Current Clause	Suggested Clause/Clarification	Justification	Response/Remarks																																																																					
		allocated vide Letter of Assurance /FSA dated (copy enclosed). The notified price as per Letter of Assurance /FSA is Rs. _____per MT and GCV of _____kCal/Kg. The ex-mine cost of coal for the above coal linkage allocation as intimated by Utility vide communication dated _____is Rs. ____ / MT.	Average GCV of Fuel for the purpose of the bid.	Utility shall provide the Weighted Average Cost of Fuel and GCV to be considered while quoting the Bid.																																																																						
12.	RFP Appendix I – Letter comprising bid	<p>Format for Bid:</p> <table border="1" data-bbox="499 579 902 1262"> <thead> <tr> <th>Bid parameter</th> <th>Unit</th> <th>Rs and paise (in two decimal)</th> </tr> </thead> <tbody> <tr> <td>(1) Fixed Charge for the base year</td> <td>per kWh</td> <td></td> </tr> <tr> <td>(2) Fuel Charge = Sum of (a) + (b) + (c)</td> <td></td> <td></td> </tr> <tr> <td>(a) Cost of Fuel</td> <td>per kWh</td> <td></td> </tr> <tr> <td>(b) Cost of transportation</td> <td>per kWh</td> <td></td> </tr> <tr> <td>(c) Cost of Washing</td> <td>per kWh</td> <td></td> </tr> <tr> <td>(d) Cost of Taxes/ Duties/ CESS/ etc.</td> <td>per kWh</td> <td></td> </tr> <tr> <td>Total Tariff = Sum of (1) + (2)</td> <td>per kWh</td> <td></td> </tr> </tbody> </table>	Bid parameter	Unit	Rs and paise (in two decimal)	(1) Fixed Charge for the base year	per kWh		(2) Fuel Charge = Sum of (a) + (b) + (c)			(a) Cost of Fuel	per kWh		(b) Cost of transportation	per kWh		(c) Cost of Washing	per kWh		(d) Cost of Taxes/ Duties/ CESS/ etc.	per kWh		Total Tariff = Sum of (1) + (2)	per kWh		<p>Suggested Format for Bid:</p> <table border="1" data-bbox="929 542 1332 1289"> <thead> <tr> <th>Bid parameter</th> <th>Unit</th> <th>Rs and paise (in two decimal)</th> </tr> </thead> <tbody> <tr> <td>(1) Fixed Charge on the Bid Date</td> <td>per kWh</td> <td></td> </tr> <tr> <td>(2) Fuel Charge = Sum of (a) + (b) + (c)</td> <td></td> <td></td> </tr> <tr> <td>(a) Weighted Average Cost of Fuel</td> <td>per kWh</td> <td></td> </tr> <tr> <td>(b) Weighted Average Cost of transportation</td> <td>per kWh</td> <td></td> </tr> <tr> <td>(c) Weighted Average Cost of Washing</td> <td>per kWh</td> <td></td> </tr> <tr> <td>(d)</td> <td>per kWh</td> <td></td> </tr> <tr> <td>Total Tariff = Sum of (1) + (2)</td> <td>per kWh</td> <td></td> </tr> </tbody> </table>	Bid parameter	Unit	Rs and paise (in two decimal)	(1) Fixed Charge on the Bid Date	per kWh		(2) Fuel Charge = Sum of (a) + (b) + (c)			(a) Weighted Average Cost of Fuel	per kWh		(b) Weighted Average Cost of transportation	per kWh		(c) Weighted Average Cost of Washing	per kWh		(d)	per kWh		Total Tariff = Sum of (1) + (2)	per kWh		<p>The Fixed Charge to be quoted should be as on Bid Date in line with provisions of Model Bidding Documents issued by MoP.</p> <p>There is a possibility that the coal allocation may be from more than one coal mines by Coal India Limited. Accordingly all the parameters should be quoted on Weighted Average basis.</p> <p>We understand that the Taxes and Duties on the Coal India Notified Price of Coal would be part of cost of fuel and Taxes and Duties for transportation of coal would be part of cost of transportation. Hence the Bidders should not be required to quote cost of</p>	<p>The revised Bid Format shall be as under:</p> <table border="1" data-bbox="1630 564 2033 1190"> <thead> <tr> <th>Bid parameter</th> <th>Unit</th> <th>Rs and paise (in four decimal)</th> </tr> </thead> <tbody> <tr> <td>(1) Fixed Charge as on the Bid Date</td> <td>per kWh</td> <td></td> </tr> <tr> <td>(2) Fuel Charge = Sum of (a) + (b) + (c)</td> <td></td> <td></td> </tr> <tr> <td>(a) Weighted Average Cost of Fuel</td> <td>per kWh</td> <td></td> </tr> <tr> <td>(b) Weighted Average Cost of transportation</td> <td>per kWh</td> <td></td> </tr> <tr> <td>(c) Weighted Average Cost of Washing</td> <td>per kWh</td> <td></td> </tr> <tr> <td>Total Tariff = Sum of (1) + (2)</td> <td>per kWh</td> <td></td> </tr> </tbody> </table> <p>Bidders to note that the Cost of Taxes/ Duties/ CESS etc. shall be required to be separately provided by the bidders for each of the parameters above in the form of an Annexure to the Bid Format at the time of submission of Bid and post</p>	Bid parameter	Unit	Rs and paise (in four decimal)	(1) Fixed Charge as on the Bid Date	per kWh		(2) Fuel Charge = Sum of (a) + (b) + (c)			(a) Weighted Average Cost of Fuel	per kWh		(b) Weighted Average Cost of transportation	per kWh		(c) Weighted Average Cost of Washing	per kWh		Total Tariff = Sum of (1) + (2)	per kWh	
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				Taxes/Duties/CESS separately. Request you to please clarify if any other Taxes/Duties/CESS will be applicable/ needs to be considered while quoting the bid.	completion of the e-Reverse Auction process.
13.	NIT General	-	Please clarify which parameters will be allowed to modify by Bidders during E-reverse auction		During the e-Reverse auction, the bidder can reduce their bids for both Solar and Thermal tariffs along with any components.
14.	PSA Clause 4.2	Damages for Delay by the Utility (Condition Precedent)	Following should be added: Supplier shall be allowed to terminate the agreement in its sole discretion upon reaching maximum amount for damages.	Some of Utility's Condition Precedents are very crucial for Financial Closure of the project. In case of non-fulfilment of those Condition Precedents, Financial Closure may not be achieved and Supplier may be required to terminate the agreement.	No change is proposed.
15.	PSA Clause 4.3	Damages for Delay by the Supplier (Condition Precedent): 0.3% (zero point three per cent) of the Performance Security for each day's delay.	Suggestion: Damages for Delay by the Supplier: 0.1% (zero point one per cent) of the Bid Security for each day's delay.	The Damages for delay in fulfilling Condition Precedents will be similar for both Utility and the Supplier. Please modify the clause accordingly.	No change is proposed.
16.	PSA Article 4	-	Following should be added:	This will also provide greater comfort to	No change is proposed

SN	Cl. Ref	Current Clause	Suggested Clause/Clarification	Justification	Response/Remarks
			In case, Supplier achieves COD dates despite of paying penalty for delay in fulfilment of Condition Precedent, the penalty recovered from Supplier should be paid back by Utility.	Supplier and its lenders and aid in competitive tariff discovery.	
17.	PSA Clause 5.1.6	In case the Supplier is setting up a dedicated transmission line upto STU, the transmission charge/loss upto Delivery Point shall be borne by the Supplier for the entire duration of this Agreement. Further, there shall be no additional impact on the Tariff due to any Change in Law/ Force Majeure/ regulatory changes/overrun etc. with respect to such dedicated transmission line. Further, in case such dedicated transmission line becomes a part of CTU network during the term of this Agreement, the transmission charges applicable to the Utility shall be reimbursed by the Supplier to the Utility.	Suggested Clause: In case the Supplier is setting up a dedicated transmission line upto STU, the transmission charge/loss upto Delivery Point shall be borne by the Supplier for the entire duration of this Agreement. Further, in case such dedicated transmission line becomes a part of CTU network during the term of this Agreement, the transmission charges applicable to the Utility shall be reimbursed by the Supplier to the Utility.	As per the provisions of the bidding documents, the Dedicated Transmission Line is a part of the Project. Accordingly Change in Law/Force Majeure/ regulatory changes should be applicable for all elements of the Project.	No change is proposed.
18.	PSA Clause 5.5	Obligations relating to transmission charges 5.5.1 The Utility shall be liable for payment of all charges, due and payable under Applicable Laws, for inter-state and intra-state transmission of electricity from the Point of Grid Connection to the Delivery Point. In case the Supplier is setting up a dedicated transmission line upto STU, the transmission charge/loss upto Delivery Point shall be borne by the Supplier for the entire duration of this Agreement. Further, in case such dedicated transmission line becomes a part of CTU network during the term of this	Suggested Clause: 5.5.1 The Utility shall be liable for payment of all charges, due and payable under Applicable Laws, for inter-state and intra-state transmission of electricity from the Point of Grid Connection to the Delivery Point. In case the Supplier is setting up a dedicated transmission line upto STU, the transmission charge/loss upto Delivery Point shall be borne by the Supplier for the entire duration of this Agreement.	Such case ought to be dealt by discussion based on applicable Government policy and regulations at the time it becomes part of the CTU network. Accordingly, it should be deleted.	No change is proposed.

SN	Cl. Ref	Current Clause	Suggested Clause/Clarification	Justification	Response/Remarks
		Agreement, the transmission charges applicable to the Utility shall be reimbursed by the Supplier to the Utility.			
19.	PSA Clause 11.2	Construction of the Power Station Scheduled Completion Date for Unit 1 & 2: 42 Months and 48 Months from Appointed Date respectively.	Suggested Clause: Scheduled Completion Date for Unit 1 & 2: 57 Months and 60 Months from Appointed Date respectively.	Please refer our justification in SN 3 under RFQ Clause 1.1.1. Similar changes in SCOD timelines should also be done in Schedule-E or wherever else required in this PSA.	No change is proposed.
20.	PSA Clause 14.2	Damages for delay (in COD)	Kindly delete this provision.	There is already provision for damages for delay in COD under clause 11.2.2 of the PSA. Accordingly, this clause should be deleted to avoid burden of multiple penalties upon the Supplier.	No change is proposed.
21.	PSA Clause 15.7.2	Upon receiving the permission pursuant to Clause 15.7.1, the Supplier shall be entitled to shut down or de-commission the designated Unit for the period specified therein, and in the event of any delay in re-commissioning such Unit, the Supplier shall pay Damages to the Utility calculated at the rate of 2% (two per cent) of the Average Daily Fixed Charge for each day of delay until the Unit has been re-commissioned for generation.	Suggested Clause: Upon receiving the permission pursuant to Clause 15.7.1, the Supplier shall be entitled to shut down or de-commission the designated Unit for the period specified therein,.	In such situation, the availability of the Supplier will reduce and the same will have impact on Fixed Charges. Hence, there is no requirement to have additional penalty for the same.	No change is proposed.
22.	PSA Clause 15.9	Damages for breach of maintenance obligations	Kindly delete this provision.	In case of loss of Availability due to maintenance breach. the availability of the Supplier will reduce and	No change is proposed.

SN	Cl. Ref	Current Clause	Suggested Clause/Clarification	Justification	Response/Remarks
				the same will have impact on Fixed Charges. Hence, there is no requirement to have additional penalty for the same.	
23.	PSA Clause 18.6	Substitute Supply	Following should be added: In case Utility denies to supply power from Substitute Supply, Utility shall pay 100% Fixed Charges to the Supplier.	Supplier is supplying the Contracted Capacity from Substitute Supply at the same Tariff, there shall not be any adverse financial impact on the Utility. Hence, in case Utility denies for Substitute Supply, 100% of Fixed Charges shall be payable by Utility.	No change is proposed.
24.	PSA Clause 21.2.4	The Initial Fixed Charge shall be deemed to be the Base Fixed Charge for the Accounting Year in which COD occurs, and for each subsequent Accounting Year, the applicable Base Fixed Charge shall be determined by decreasing the Base Fixed Charge for the immediately preceding Accounting Year by 2% (two per cent) thereof. For the avoidance of doubt and by way of illustration, the Base Fixed Charge for the first Accounting Year in which COD occurs shall be the Initial Fixed Charge, and for the second and third Accounting Years subsequent to the Accounting Year in which COD occurs, shall be a sum equal to 98% (ninety eight per cent) and 96.04% (ninety six point zero four per cent) respectively of the	We understand that 2% decrease in Base Fixed Charge shall be applicable from the subsequent Accounting Year in which COD of the Power Station (i.e., COD of both Units) occurs. Kindly clarify.		Please note the following mechanism for clarity Mechanism: Upon COD of U-1, the Supplier shall be entitled to Tariff payments (Fixed Charge + Fuel Charge), including WPI indexation as applicable. Upon commissioning of U-2, the same tariff shall also apply to U-2, and the 2% reduction in Base Fixed Charge shall commence in the accounting year subsequent to the COD of U-2. <i>In case COD of U-2 gets delayed beyond 1 year from COD of U-1, the reduction in Base Fixed Charge by 2% shall be applicable from the accounting year subsequent to the SCOD. Upon commissioning of U-2, the same tariff as</i>

SN	Cl. Ref	Current Clause	Suggested Clause/Clarification	Justification	Response/Remarks
		Initial Fixed Charge.			<i>applicable in that year to U-1 shall also apply to U-2 and every year thereafter.</i>
25.	PSA Clause 22.1	Station Heat Rate SHR degradation: 0.15% per anum SHR: 2300 kCal/kWh	Suggested Clause Station Heat Rate SHR degradation: 0.5% per anum SHR: 2350 kCal/kWh	Several NTPC plants have SHR higher than 2300 kCal/kWh. Accordingly, please keep SHR as 2350 kCal/kWh. Based on our experience the SHR degradation rate is higher than 0.15% per anum.	No Change is proposed except that 2,300 kCal per kWh may be read as 2,375 kCal per kWh
26.	PSA Clause 22.2	-	The components of Fuel Charges should be computed on weighted average basis.	There is a possibility that the coal allocation may be from more than one coal mines by Coal India Limited. Accordingly all the components of Fuel Cost should be calculated on Weighted Average basis.	The suggested change is accepted. However, the bidder must furnish the calculation/details considered for calculating the weighted average price.
27.	PSA Clause 22.2	-	The transportation of Fuel, by road should be permitted and payment for the same should be on actuals.	It may be noted that, there are number of coal mines of Coal India Limited where the railway siding is not available. In such case, Supplier is compelled to	No Change is Proposed.

SN	Cl. Ref	Current Clause	Suggested Clause/Clarification	Justification	Response/Remarks
				transport the coal from road only. In absence of provision regarding supply of Fuel by road, supplier faces under recovery in landed cost of Fuel and one of the key objectives of SBD-DBFOO documents become defeated.	
28.	PSA Clause 22.8.2	Payment of Fixed Charge for Fuel Shortage: 70% of Fixed Charges	Suggested Clause Payment of Fixed Charge for Fuel Shortage: 70% of Fixed Charges	The Fuel is being arranged by Utility under para b(iv) of Shakti Policy. Hence, there shall not be any reduction in Fixed Charges on account of Fixed Charges.	No change is proposed
29.	PSA Article 23	Payment Security Mechanism:	Suggested Change It is requested that the amounts of Escrow Agreement and Letter of Credit be linked to Total Tariff (Fixed Charge + Fuel Charge) instead of Fixed Charge only.	As per the PSA, the Fixed Charge keeps on reducing on an annual basis and therefore the coverage through payment security mechanism will keep on decreasing every year. On the other hand, cost of Fuel and Cost of Transportation will usually keep increasing. Thus, Supplier will not be adequately covered against the payment default of Utility. Hence the suggested change.	No change is proposed.
30.	PSA Clause 23.1	Default Escrow Agreement	Request you to please align the provision with the Model Bidding Documents issued by MOP.		Revised clause shall read as under: The Utility and the Supplier shall, prior to the Appointed Date, execute a default

SN	Cl. Ref	Current Clause	Suggested Clause/Clarification	Justification	Response/Remarks
					escrow agreement with the Utility's bank (the "Default Escrow Bank") substantially in the form specified in Schedule-J (the "Default Escrow Agreement") for the establishment and operation of the default escrow account (the "Default Escrow Account") in favour of the Supplier. The Parties agree and acknowledge that the Default Escrow Account shall be established and maintained at a bank where at least 30% (thirty per cent) of the Utility's total monthly Revenues are normally deposited (the "Default Escrow Bank"). The Utility expressly agrees and undertakes that throughout the term of the Contract Period, Revenues not less than 50% (fifty per cent) of the average monthly Tariff (the "Default Escrow Amount") shall be routed every month through the Default Escrow Account in accordance with the provisions of this Clause 23.1 and the Default Escrow Agreement.
31.	PSA Clause 31.3.2	Termination Payment for Utility Default: 6 months Fixed Charge @ Normative Availability	Termination Payment for Utility Default: 5 years Fixed Charge @ Normative Availability	Since the bid involves development of new power station, lenders would require assurance of sufficient coverage of recovery of their infused funds in case the PPA is terminated owing to Utility default.	No change is proposed.
32.	PSA Article 34	Change in Law	Kindly align the provisions in accordance with the Electricity (Timely Recovery of Costs due to Change in Law) Rules, 2021		No change is proposed
33.	PSA Clause 14.1.1	Tariff payable in case of delay in COD for reasons attributable to the Utility: 15% of the Fixed Charges	Suggested Clause Tariff payable in case of delay in COD for reasons attributable to the Utility: 100% of the Fixed Charges	In case of delay in COD, the Supplier will be required to make payments towards O&M of power station, obligations under	The revised clause is as under: The Power Station or any Unit thereof, as the case may be, shall be deemed to be complete when the Completion Certificate or the Provisional Certificate, as the case

SN	Cl. Ref	Current Clause	Suggested Clause/Clarification	Justification	Response/Remarks
				<p>financing documents, coal stock and other working capital requirements of the power stations etc. Accordingly, Supplier should be entitled to receive full Fixed Charges to cover its abovementioned payment obligations with respect to the Power Station.</p>	<p>may be, is issued under the provisions of Article 13. The commercial operation date of the Power Station or any Unit, as the case may be, shall be the date on which the Power Station or such Unit is deemed fit for generating electricity and supplying it to the Grid upon issuance of such Completion Certificate or the Provisional Certificate (the "COD"). The Power Station or any Unit thereof shall enter into commercial service on COD whereupon the Supplier shall be entitled to demand and collect the Tariff in accordance with the provisions of Article 21. For the avoidance of doubt, the Parties expressly agree that if the Power Station or any Unit thereof, as the case may be, is ready for COD and Supplier has given due notice to the Utility but COD is delayed due to non-availability of transmission system, the Utility shall pay to the Supplier from the Scheduled Completion Date or the date notified by the Supplier for COD, whichever is later, an amount equal to 100% (hundred percent) of the Fixed Charges based on Normative Availability as Damages for a period till the time transmission system is made available</p>
34.	PSA Clause 14.1.2	Fixed Charge payable in case COD achieved prior to Scheduled Commissioning Date: 70% of the Based Fixed Charge	<p>Suggested Clause Fixed Charge payable in case COD achieved prior to Scheduled Commissioning Date: 100% of the Based Fixed Charge</p>	If the plant is commissioned, there is no reason for the Utility to pay only 70% of the Fixed Charge. Hence it is requested that the full Fixed Charges be paid.	<p>Modified clause is provided below: In the event COD is achieved prior to the Scheduled Completion Date, the Fixed Charge due and payable to the Supplier for the period prior to the Scheduled Completion Date shall be 100% (hundred per cent) of the Base Fixed Charge specified in Clause 21.2.1. Provided, however, that no payment on account of Fixed Charge hereunder shall be due or payable for any period prior to 365 (three hundred and sixty five) days from the Scheduled Completion Date. Provided</p>

SN	Cl. Ref	Current Clause	Suggested Clause/Clarification	Justification	Response/Remarks
					further that no incentive shall be payable in terms of clause 21.6 for the period prior to the Scheduled Completion Date.
35.	PSA Clause 22.6.1	Use of Allocated Coal for Buyers Upon the Supplier meeting its obligations for and in respect of the supply of electricity to the Utility as part of the Contracted Capacity, or if Utility is not able to schedule any part of the Contracted Capacity, it may generate electricity from Allocated Coal for sale thereof to Buyers subject to payment of Revenue Share to the Utility, in an amount equal to the higher of, (a) Fixed Charge and (b) 30% (thirty per cent) of the gross sale revenue accrued from Buyers for each kWh of electricity sold to any Buyer.	Suggested Clause Upon the Supplier meeting its obligations for and in respect of the supply of electricity to the Utility as part of the Contracted Capacity, or if Utility is not able to schedule any part of the Contracted Capacity, it may generate electricity from Allocated Coal for sale thereof to Buyers subject to payment of Revenue Share to the Utility, in an amount equal to 20% (twenty per cent) of the excess realisation over and above the then applicable Tariff.	For sale of unutilized capacity, the Supplier needs to prospect for willing buyers for sale of such capacity. Therefore, in order to incentivize the Supplier to search for the prospective third party and generate revenue, a higher revenue share should be offered to the Supplier. The Utility still benefits by getting 20% of the share. In the absence of adequate incentivizing provisions, the Supplier would not be motivated to seek alternate buyers, in which case, Utility would get no additional benefit (by way of revenue share).	No change is proposed .
36.	RFS Section 4	Bid evaluation methodology and selection of Projects & Reverse Auction	Kindly provide more clarity on the reverse auction methodology such as whether the reverse auction will be conducted for both thermal and solar at the same time or at different times.		The evaluation of bids will be conducted in accordance with the Notice Inviting Tender (NIT) CE/PP/Coal/Solar/02 dated 13.03.2024. For detailed guidelines and criteria, refer to Annexure I of the document. Please note that the e-Reverse auction will be based on the weighted average tariff. Bidders will have the opportunity to reduce their bids for both solar and thermal tariffs.
37.	PPA Clause 6.3	Late Payment Surcharge	It is suggested that provision of payment for late payment may be aligned with		The suggested changes are acceptable.

SN	Cl. Ref	Current Clause	Suggested Clause/Clarification	Justification	Response/Remarks
			Electricity (Late Payment Surcharge & related matters) Rules, 2022.		
38.	PPA Article 9	Change in Law	It is suggested that provision of change in law may be aligned in accordance with the Electricity (Timely Recovery of Costs due to Change in Law) Rules, 2021 notified by the Ministry of Power on 22.10.2021 (and subsequent amendments, if any) in line with the provision of Solar Standard Bidding Guidelines dated 28-July-2023.		No change is proposed.
39.	PPA Clause 9.7	Notwithstanding anything to the contrary contained in this Agreement, MSEDCL shall not in any manner be liable to reimburse to the Power Producer any sums on account of a Change in Law if the same are recoverable from the Buyers.	Kindly delete this provision.	The clause may be deleted as MSEDCL is a sole buyer under present tender and there is no other buyer for the power generated from proposed projects.	Suggested change is accepted.
40.	PPA Clause 10.3.1	The occurrence of any of the following events at any time during the Term of this Agreement shall constitute an Event of Default by Power Producer...		It is suggested that starting para may be reworded in line with the clause 10.3.3 (a) applicable for MSEDCL's event of default.	No change is proposed.

Queries / Request for Additional Information: RFQ-DBFOO and RFP-DBFOO and PSA- DBFOO for 1600 MW Thermal Power Project and on RfS and PPA for 5000 MW Solar Power Project by MSEDCL

➤ **On the RFQ – DBFOO**

Sr. No.	RFQ Clause	Existing Clause / Provision	Comments / Clarifications Required & Proposed Change	Response/Remarks
1.	1.1.1	<p>The term “New Power Station” or “Power Station” or “Project” means the generating station of which the construction is commenced after the Date of Letter of Award (LoA) and grid synchronization, commissioning and COD of its Units are achieved as per the terms of the Power Supply Agreement (PSA) and as described in Schedules A and B of the PSA-DBFOO. For the avoidance of doubt, it is clarified that construction for this purpose would mean that the Bidder has placed the order for supply of Boiler, Turbine and Generator package after the date of Letter of Award (LoA).</p>	<p>The clause may be modified as under:</p> <p><i>The term “New Power Station” or “Power Station” or “Project” means the generating station of which the construction is commenced after the Date of Letter of Award (LoA) tender published by the Utility and grid synchronization, commissioning and COD of its Units are achieved as per the terms of the Power Supply Agreement (PSA) and as described in Schedules A and B of the PSA-DBFOO. For the avoidance of doubt, it is clarified that construction for this purpose would mean that the Bidder has placed the order for supply of Boiler, Turbine and Generator package after the date of Letter of Award (LoA) tender published by the Utility.</i></p> <p>The Project of which construction is started after the date of tender published by the Utility will suffice the objective of New Power Station.</p>	<p>Please note the modified definition as below</p> <p><i>The term “New Power Station” or “Power Station” or “Project” means the generating station of which the construction is commenced after the issuance of NIT and grid synchronization, commissioning and COD of its Units are achieved as per the terms of the Power Supply Agreement (PSA) and as described in Schedules A and B of the PSA-DBFOO. For the avoidance of doubt, it is clarified that construction for this purpose would mean that the Bidder has placed the order for supply of Boiler, Turbine and Generator package after the issuance of NIT.</i></p>

Sr. No.	RFQ Clause	Existing Clause / Provision	Comments / Clarifications Required & Proposed Change	Response/Remarks				
2.	1.1.1	Period when supply must commence: 36 months	<p>The timeline provided by the Utility is very short, given the fact that a 1600 MW new power plant needs to be developed.</p> <p>Based on our past experiences, development of power plants, including obtaining various statutory clearances such as EC and achieving financial closure, will require minimum 6 years.</p> <p>Hence it is requested that the timeline be modified in the clause considering the Scheduled COD of Unit 1 and 2 as 69 months and 72 months from the Appointed date respectively.</p>	Please refer Corrigendum No. 1 to the RFQ dated May 17, 2024.				
3.	1.1.1	<table border="1" data-bbox="385 794 945 954"> <thead> <tr> <th data-bbox="385 794 562 882">Installed Capacity (in MW)</th> <th data-bbox="562 794 945 882">Capacity Required at Maharashtra Periphery (in MW)</th> </tr> </thead> <tbody> <tr> <td data-bbox="385 882 562 954">1600 MW</td> <td data-bbox="562 882 945 954">1450 MW</td> </tr> </tbody> </table>	Installed Capacity (in MW)	Capacity Required at Maharashtra Periphery (in MW)	1600 MW	1450 MW	<p>As per the draft PSA uploaded by the Utility, the Contracted Capacity is 1496 MW.</p> <p>Also, please provide the Auxiliary Power Consumption and Losses, and any other factor considered for arriving at the required capacity of 1496 MW.</p> <p>Aux. power consumption will be approx. 100 MW for 1600 MW installed capacity (i.e. 5.25% Plant APC + 1% APC for FGD). Therefore, capacity available for supply at bus-bar will be 1500 MW excluding applicable transmission losses which is depend on the plant location.</p> <p><u>Therefore, to supply contracted capacity of 1496 MW Delivery Point shall be Station Bus-bar.</u></p>	<p>The capacity of 1496 MW is derived from a gross capacity of 1600 MW, considering an auxiliary consumption rate of around 6.5%.</p> <p>Please refer to Corrigendum No. 1 to the RFQ dated May 17, 2024.</p>
Installed Capacity (in MW)	Capacity Required at Maharashtra Periphery (in MW)							
1600 MW	1450 MW							

Sr. No.	RFQ Clause	Existing Clause / Provision	Comments / Clarifications Required & Proposed Change	Response/Remarks
4.	1.2	Brief description of Bidding Process	It is unclear whether the RFQ and RFP stages will be conducted separately, or will they be run together as a single stage. We request modification in tender documents as the bidding process should be conducted in two stages, i.e., first RFQ and then RFP, in line with the provisions of Model Bidding Documents published by the Ministry of Power (MBDs). Similar two-stage process should be followed in the solar tender as well and the RfS should be modified accordingly.	The Request for Quotation (RfQ) and Request for Proposal (RFP) stages will not be conducted separately. Both documents must be submitted by the bid due date. Only bidders who have qualified at the RfQ stage will proceed to the RFP stage. No change is proposed.
5.	1.3	Schedule of Bidding Process	Kindly specify the Application Due Date which is referred in several clauses.	The bid due date for both the RFQ and RFP is the same, and both the documents should be submitted together.
6.	2.2.1(d)	An Applicant shall be liable for disqualification if any legal, financial or technical adviser of the Utility	Kindly specify the name of any legal, financial or technical adviser(s) of the Utility in relation to the Project	Bidders are advised to satisfy themselves before appointing any legal, financial, or technical advisers for matters related to or incidental to the project.
7.	2.2.2 (B)	Financial capacity: The Applicant shall have a minimum Net Worth (the "Financial Capacity") equivalent to Rs. 2400 crore (Rupees two thousand four hundred crore) at the close of the preceding financial year.	Please reduce the net worth criteria to allow maximum bidders to participate in the bidding process. At the most, it should be 1 Cr. Per MW.	No change is proposed
8.	2.2.2 (B)	The Financial Capacity as stipulated above shall be considered basis balance Net Worth available after meeting the Net Worth requirement under Eligibility Criteria as per the RfS for procurement of Solar Power (RfS No. [])	The said provision may kindly be deleted. Since bidders are mandatorily required to offer both thermal and solar capacities in full, it is requested that the bidder may be allowed to satisfy any one of the financial criteria mentioned in either the Thermal bidding documents or the solar bidding document. This will encourage increased participation and better price discovery	No change is proposed

Sr. No.	RFQ Clause	Existing Clause / Provision	Comments / Clarifications Required & Proposed Change	Response/Remarks
9.	2.2.4 and Appendix-I, Annex-III and IV, VII	Formats for Auditor Certificate	<p>It may please be appreciated that statutory auditors are unable to issue certificates in the format prescribed by the Utility since the same are not in line with the guidelines and policies specified by the Institute of Chartered Accountants of India.</p> <p>Accordingly, we request you to kindly allow bidders to submit certificates with respect to technical and financial capacity as per the guidelines and policies specified by ICAI, subject to all required details being provided in the said certificate.</p>	The suggested changes are acceptable.
10	Appendix IV	Joint Bidding Agreement for Consortium (To be executed on Stamp paper of appropriate value)	Kindly let us know the value of the Stamp Paper on which the Joint Bidding Agreement for Consortium is to be executed.	This must be ensured by the Bidder depending on the place of execution of relevant document.
11	Appendix I Annexure VI		Annexure-VI requires bidders to provide details of Power Station which is to be developed post receipt of LOA. Hence, we request you to kindly remove the Annexure as these details may not be available at this point of time.	The suggested changes are acceptable.
12	Appendix-IV	(A) *****, established/incorporated under the Indian Companies Act, 1956, represented by its [Chairman] and having its principal offices at *****(hereinafter referred to as the "Utility" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited applications (the "Applications") by its Request for Qualification No. dated (the "RFQ - DBFOO") for pre-qualification of Bidders for development and operation of ***** Project (the "Project") through public private partnership.	The details of Utility have not been provided. Kindly provide the requisite details.	<p>Details of the utility are mentioned here under</p> <p>Name: Maharashtra State Electricity Distribution Co. Ltd Principal Office: Prakashgad, Plot No. G-9, Anant Kanekar Marg Bandra (E), Mumbai, Maharashtra</p>
13	Appendix-II, III & IV		Kindly suggest the value of stamp papers for these documents.	This must be ensured by the Bidder depending on the place of execution of relevant document.

➤ On the RFP – DBFOO and NIT

Sr. No.	RFP Clause	Existing Clause	Comments / Clarifications Required & Proposed Change	Response/Remarks
14.	1.1.1	The term “New Power Station” or “Power Station” or “Project” means the generating station of which the construction is commenced after the Date of Letter of Award (LoA) and grid synchronization, commissioning and COD of its Units are achieved as per the terms of the Power Supply Agreement (PSA) and as described in Schedules A and B of the PSA-DBFOO. For the avoidance of doubt, it is clarified that construction for this purpose would mean that the Bidder has placed the order for supply of Boiler, Turbine and Generator package after the date of Letter of Award (LoA).	Kindly refer our comment of SN 1.	Please note the modified definition as below The term “New Power Station” or “Power Station” or “Project” means the generating station of which the construction is commenced after the issuance of NIT and grid synchronization, commissioning and COD of its Units are achieved as per the terms of the Power Supply Agreement (PSA) and as described in Schedules A and B of the PSA-DBFOO. For the avoidance of doubt, it is clarified that construction for this purpose would mean that the Bidder has placed the order for supply of Boiler, Turbine and Generator package after the issuance of NIT.
15.	1.1.1	Period when supply must commence: 36 months	Kindly refer the comment of SN 2.	No change is proposed.
16.	1.4	Pre-Bid Conference The date, time and venue of the Pre-Bid Conference shall be: Date: April 04, 2024 Time: 15:00 Hrs Venue: ***	We kindly request your consideration to <u>allow us to participate in the conference via Video Conferencing on the same day (on 22nd May 2024).</u> We believe this alternative method will not only accommodate our constraints but also enable a larger number of participants to join remotely. Additionally, it is worth noting that conducting pre-bid meetings via video conferencing has become a standard industry practice post-COVID.	NA

Sr. No.	RFP Clause	Existing Clause	Comments / Clarifications Required & Proposed Change	Response/Remarks
17.	2.8 Clarification	2.8.1 Bidders requiring any clarification on the RFP-DBFOO may notify the Utility in writing by speed post/courier/special messenger and by e-mail attaching the queries in Microsoft Word file in accordance with Clause 1.2.11.....	There is no Clause 1.2.11 in the document. Please clarify.	The correct reference in the RFP document is clause 1.2.10, not clause 1.2.11. Kindly refer to clause 1.2.10 for the relevant information.
18.	2.11	Method of Submission of Response to RfP by bidder	We understand that <u>only</u> the Bank Guarantee for Bid Security needs to be submitted in hard-copy (i.e., physically) to the MSEDCL, and rest all other documents forming part of the response to RFQ and RFP are to be uploaded online only. Kindly confirm.	Yes, only the Bank Guarantee for Bid Security needs to be submitted in hard-copy (i.e., physically) to MSEDCL.
19.	Appendix-I Letter Comprising the Bid	Bid Format	Please mention the name of recipient in the letter to which it should be addressed.	The addressee details are mentioned below: <i>The Chief Engineer (Power Purchase), Maharashtra State Electricity Distribution Co. Limited, Prakashgad, Plot No. G-9, Anant Kanekar Marg Bandra (E), Mumbai, Maharashtra</i>
20.	Appendix-I Letter Comprising the Bid	Bid Format	Since the coal allocation is under SHAKTI B(iv) policy, please clarify whether coal will be allocated from various mines or from a single mine source. In case of multiple mine sources, quantum's, grades, GCV, as well as transportation costs may vary, therefore weighted average cost should be considered in this scenario. Also, we understand that since fuel source is same for all bidders, the cost of fuel and GCV shall be the same. Thus, we request the Utility to itself provide the said values which shall be uniform for all bidders. The payment provisions shall then govern payment of fuel charge during operations period.	Bidders will be informed of this via Corrigendum once the information is available with MSEDCL. The suggested change is acceptable. However, the bidder must furnish the calculation/details considered for calculating the weighted average distance. The details will be provided in the portal.

Sr. No.	RFP Clause	Existing Clause	Comments / Clarifications Required & Proposed Change	Response/Remarks
21.	Appendix-I Letter Comprising the Bid	Bid Format Table: “Fixed Charge for the Base Year”	Bidder should quote the tariff as on the Bid Date, accordingly it can be changed as: “Fixed Charge for the Base Year as on Bid Date ” Even in RFP-DBFOO of MBD, the tariff is quoted on Bid Date.	The suggested changes are acceptable.
22.	Appendix-I Letter Comprising the Bid	Bid Format I/we have considered the freight payable to Indian Railways for coal transportation (inclusive of taxes) as Rs .../tonne. The distance considered for transportation of coal from mines to plant locations has been taken as Kms.	1 – Kindly specify all taxes to be considered by bidders in the freight? 2 – It is seen that if mines don’t have railway connectivity / own sidings, coal needs to be transported via road. The same may also be seen at the plant side wherein end-point railway connectivity at plant side may not be possible. In this case, how a bidder should consider the element of road transport?	1. The transportation cost must include all the taxes as applicable. 2. Road transportation if applicable upto nearest railway siding from the mine, must be included by the Bidder in the transportation cost. Bidder to mention the details of the Road Transportation (total distance __km and total coal transportation cost (inclusive of taxes) as Rs .../tonne. 3. Any road transportation at the plant side , if applicable, has to be borne by the Bidder
23.	Appendix-I Letter Comprising the Bid Sr. 33	.... (d) Rs. ... and paise \$ (Rupees ... and paise...) per kWh on Taxes/Duties/CESS etc. (Loading of individual parameters)	1 – Kindly specify all Taxes/Duties/CESS which will be considered for this component? Does this mean that taxes applicable on coal such as GST, any cess, STC, Crushing charges etc. are to be considered here and not as part of cost of fuel? Clarification is required since it involves financial implication. 2 – What is the meaning of “Loading of individual parameters”. Kindly clarify 3- It is suggested that separate quote for taxes/duties/cess is not required	1. Bidders to note that the Cost of Taxes/ Duties/ CESS etc. shall be required to be separately provided by the bidders for each of the parameters above in the form of an Annexure to the Bid Format at the time of submission of Bid and post completion of the e-Reverse Auction process. 2. Loading of individual parameters like taxes, duties, and CESS (as applicable) involves specifying the calculation/breakup of each of these costs 3. No changes are proposed

Sr. No.	RFP Clause	Existing Clause	Comments / Clarifications Required & Proposed Change	Response/Remarks
24.	NIT 2. Procurement of Solar Power (Para 5)	Bidders shall note that if solar power plant is not commissioned as per the terms of the RFS, MSEDCL reserves the unconditional right to terminate the PPA for solar power plant and PSA for thermal power plant.	We understand that as a reciprocal for this clause, in case the thermal plant is not commissioned as per the PSA, the Solar PPA will also get terminated. Kindly confirm and amend suitably.	Please refer Corrigendum No. 1 to the NIT dated May 17, 2024.
25.	NIT Procurement of Coal based Power (Para 6)	The entire transmission losses up to delivery point and transmission charges will be borne by the developer.	As per the draft-PSA, the transmission charges up to delivery point will be borne by the Utility. Accordingly, please align the provisions of NIT with provisions of draft PSA.	Please refer Corrigendum No. 1 to the NIT dated May 17, 2024.
26.	Annexure 1 Bid Evaluation (Note after the table)	After the table for bid evaluation, it is mentioned that- Note: 1) The power will be scheduled through Utilities GNA quantum. Thus, transmission charges will be recovered from supplier in its energy bill on prorata basis of GNA charges paid by the Utility in respective billing month, calculated on basis of contracted capacity.	As per the draft-PSA, the transmission charges up to delivery point will be borne by the Utility. Accordingly, please align the provisions of NIT with provisions of draft PSA.	Please refer Corrigendum No. 1 to the NIT dated May 17, 2024.
27.	NIT Annexure I	Annexure I Bid Evaluation	As per Annexure I of the NIT, the evaluation will on Weighted Average Tariff and an e-RA will be held. During the e-RA, what components of the tariff will the bidder be allowed to change? Since Fuel Charge is a pass-through, can components to the same be changed? If yes, will any reduction in same be treated as discount?	During the e-Reverse auction, the bidder can reduce their bids for both Solar and Thermal tariffs along with any components.

Sr. No.	RFP Clause	Existing Clause	Comments / Clarifications Required & Proposed Change	Response/Remarks
28.	NIT Annexure I	Annexure I Bid Evaluation	It is requested that a mock e-RA be carried out for the benefit of bidders and to avoid last minute surprises, since this thermal + solar bid is a new concept.	MSEDCL will endeavour to arrange mock auction on Bharat Portal prior to bid due date.

➤ On the PSA – DBFOO

Sr. No.	PSA Clause	Existing Clause / Provision	Comments / Clarifications Required & Proposed Change	Response/Remarks
29.	Recital E	Pursuant to the bidding process for procurement of power the Supplier has obtained the Letter of Assurance, dated [**] issued by [**] (“Coal Supplier”) for the supply on a linkage basis, [**] tonnes per annum of [**] grade coal for the entire Term of this Agreement (“Letter of Assurance” appended herein as Annexure 1) for the purposes of the Contracted Capacity;]	As coal is allocated to the Govt. of Maharashtra/ Utility under SHAKTI B (iv) policy, therefore it is the Utility’s responsibility to obtain LoA for coal linkage for the power station. Therefore, this can be deleted.	No change proposed. <i>As per Clause B(iv) I of the notification issued by the Ministry of Coal on May 22, 2017, the States/Discoms may recommend the grant of linkages to the successful bidders. In case of likely to be commissioned capacities, a Letter of Assurance (LoA) may be issued by CIL/SCCL to the successful bidders and FSA shall be signed on commissioning of unit.</i>
30.	4.1.2 (d)	(d) procured the consent of CIL for execution of Fuel Supply Agreement.	As coal will be allocated from any subsidiary of CIL, therefore, the clause should be modified as under: (d) procured the consent of CIL/ its subsidiary for execution of Fuel Supply Agreement.	The suggested changes are acceptable.

Sr. No.	PSA Clause	Existing Clause / Provision	Comments / Clarifications Required & Proposed Change	Response/Remarks
31.	4.1.3	The Conditions Precedent required to be satisfied by the Supplier within a period of 180 (one hundred and eighty) days from the date of this Agreement shall be deemed to have been fulfilled when the Supplier shall have:	<p>Timeline provided by utility is very stringent for a 1600 MW new thermal power plant.</p> <p>180 days (6 months) are very less for fulfilling all the CPs, which also includes execution of Financing Agreement, performance security, acquiring of real estate etc.</p> <p>Therefore, we request you to kindly modify the time to fulfil Conditions Precedent as: 24 months.</p>	No change is proposed.
32.	4.1.3 (l)	Identified the Delivery Point on intra-state Grid of Maharashtra at 220kV/400 kV/765 kV substation in case the Supplier is implementing a Dedicated Transmission System upto intra-state Grid of Maharashtra for evacuation of power.	Kindly clarify in case the Supplier is not setting up the dedicated transmission line, then this Condition Precedent will not be applicable for the Supplier.	The CP shall only be applicable to bidders who have setup a dedicated transmission line.
33.	4.2, 4.3	<p>4.2 Damages for delay by the Utility</p> <p>In the event that (i) the subject to a maximum amount equal to the Bid Security.</p> <p>4.3 Damages for delay by the Supplier</p> <p>In the event that (i) the Supplier does not procure fulfilment or of the Conditions Precedent specified in Clause 4.1.2.</p>	<p>The damages should be higher in case of the utility default since the Supplier is the one who is putting in equity and other resources for constructing the power station. Hence, the damages for the delay by Utility for fulfilment of CPs should be 0.3% of the Performance Security per day and the damage rate for Supplier should be reduced to 0.1% of the Performance Security.</p> <p>At most, the damage rate for per day of delay should be kept identical for both Utility and Supplier in case of delay in achievement of Conditions Precedent and, if the Utility does not accept our suggestion as above, the damage rate for Supplier's delay may reduce to 0.1% of Performance Security (in line with that of Utility)</p>	No change is proposed.
34.	4.4	<p>Commencement of Contract Period</p> <p>The date on which Financial Close is achieved and all the Conditions Precedent specified in Clause 4.1 are satisfied or waived, as the case may be, shall be</p>	As per the definition of "Appointed Date" mentioned in Article 39, Financial Close is not a requirement for the commencement of Contract Period.	No change is proposed.

Sr. No.	PSA Clause	Existing Clause / Provision	Comments / Clarifications Required & Proposed Change	Response/Remarks
		the Appointed Date which shall be the date of commencement of the Contract Period. For the avoidance of doubt, the Parties agree that the Supplier may, upon occurrence of the Appointed Date hereunder, by notice convey the particulars thereof to the Utility, and shall thereupon be entitled to commence or complete construction on the Project and supply electricity.	Thus, requesting you to kindly remove Financial Close from commencement of Contract Period to align the clause with the definition of Appointed Date as mentioned in Article 39.	
35.	4.5	4.5 Deemed Termination upon delay	The time period for deemed termination may kindly be increased to at-least 2-3 years. Given that a new power station is to be developed, there may be situations that are beyond the Supplier's control, which could lead to certain delay in CP fulfilment. Hence, kindly increase the time period.	No change is proposed.
36.	5.1.6	In case the Supplier is setting up a dedicated transmission line upto STU, the transmission charge/loss upto Delivery Point shall be borne by the Supplier for the entire duration of this Agreement. Further, there shall be no additional impact on the Tariff due to any Change in Law/ Force Majeure/ regulatory changes/overrun etc. with respect to such dedicated transmission line. Further, in case such dedicated transmission line becomes a part of CTU network during the term of this Agreement, the transmission charges applicable to the Utility shall be reimbursed by the Supplier to the Utility.	As per the definition of Power Station, we understand that Dedicated Transmission line is a part of the Power Station therefore, provisions of Change in Law/Force Majeure etc. should be applicable on the dedicated transmission line as well. Accordingly, kindly incorporate the below mentioned changes. <i>In case the Supplier is setting up a dedicated transmission line upto STU, the transmission charge/loss upto Delivery Point shall be borne by the Supplier for the entire duration of this Agreement. Further, there shall be no additional impact on the Tariff due to any Change in Law/ Force Majeure/ regulatory changes/overrun etc. with respect to such dedicated transmission line. Further, in case such dedicated transmission line becomes a part of CTU network during the term of this Agreement, the transmission charges applicable to the Utility shall be reimbursed by the</i>	No change is proposed.

Sr. No.	PSA Clause	Existing Clause / Provision	Comments / Clarifications Required & Proposed Change	Response/Remarks
			<i>Supplier to the Utility.</i>	
37.	5.1.6	<p>In case the Supplier is setting up a dedicated transmission line upto STU, the transmission charge/loss upto Delivery Point shall be borne by the Supplier for the entire duration of this Agreement. Further, there shall be no additional impact on the Tariff due to any Change in Law/ Force Majeure/ regulatory changes/overrun etc. with respect to such dedicated transmission line. Further, in case such dedicated transmission line becomes a part of CTU network during the term of this Agreement, the transmission charges applicable to the Utility shall be reimbursed by the Supplier to the Utility.</p>	<p>Kindly confirm that the cost of the dedicated transmission line will be included in the Fixed Tariff offered by the Supplier?</p> <p>In such case, how will the Utility evaluate the tariff of ISTS connected bidders (since Transmission charges are being borne by Utility) and those bidders setting up a dedicated line?.</p>	Please refer clause 5.1.6
38.	5.8	<p>Obligations relating to taxes</p> <p>The Supplier shall pay, at all times during the subsistence of this Agreement, all taxes, levies, duties, cesses and all other statutory charges payable in respect of the Power Station. For avoidance of doubt, it is clarified that the Tariff quoted should be inclusive of all Taxes, Duties, Cesses etc. as applicable on Bid Due Date and any variation in the same after the Bid Due Date shall be subject to adjustment, in accordance with the provision of Change in Law.</p>	<p>As per the definition of Taxes mentioned in Article 39 of the PSA, we understand that it is applicable only to power station. Kindly confirm.</p> <p>Also, we request you to define the terms: Duties, Cesses etc.</p>	<p>Definition of Taxes includes duties and cesses.</p> <p>Clause modified as under Obligations relating to taxes: The Supplier shall pay, at all times during the subsistence of this Agreement, all taxes, levies, duties, cesses and all other statutory charges payable in respect of the Power Station. For avoidance of doubt, it is clarified that the Tariff quoted should be inclusive of all Taxes, duties, cesses etc. as applicable on Bid Due Date and any variation in the same after the Bid Due Date shall be subject to adjustment, in accordance with the provision of Change in Law.</p>

Sr. No.	PSA Clause	Existing Clause / Provision	Comments / Clarifications Required & Proposed Change	Response/Remarks
			<p>We understand that the Supplier shall have to quoted tariff with all taxes, levies, duties, cesses and all other statutory charges payable in respect of the Power Station. However, all service tax, value added tax, general sales tax, GST or electricity duty, if any, levied on or in respect of the supply of electricity to the Utility under the PSA should be reimbursed by the Utility. Accordingly, the Clause 5.8 should be modified.</p>	<p>Further, please refer the definition of Power Station in the definition section which covers allocation of Allocated Coal which is linked to or attached with the Project.</p> <p>No change is proposed.</p>
39.	Article 10	Line ROW	Kindly confirm if the Supplier is not setting up the Dedicated Transmission line then the provisions for "Line ROW" will not be applicable for the Supplier.	The Line ROW is applicable for the supplier setting up a dedicated transmission line, from generating station to CTU.
40.	11.2.1	<p>The Supplier shall complete construction of the Power Station as specified in Schedule-B, and in conformity with the Specifications and Standards set forth in Schedule-C. The 42 (forty two) months and 48 (forty eight) months from the Appointed Date shall be the scheduled date for completion of Unit#1 and Unit #2 of the Power Station respectively (the "Scheduled Completion Date").</p> <p>For the avoidance of doubt, the Parties agree that the construction of Power Station hereunder shall include construction of a dedicated transmission system for point to point transmission of electricity from the generating station to the Point of Grid Connection, as specified in Schedule-B, and in conformity with the Specifications and Standards set forth in Schedule-C (the "Dedicated Transmission System").</p>	<p>The given timelines are very stringent considering a new power station of 1600 MW installed capacity.</p> <p>Kindly change the timeline as follows:</p> <p>Unit-1: 69 months from Appointed Date Unit-2: 72 months from Appointed Date</p> <p>Accordingly, the provisions of Schedule E may also be modified.</p> <p>We understand that the development of Dedicated Transmission line is at discretion of the Supplier. if the Supplier is not setting up the Dedicated Transmission line then these provisions are not applicable. Kindly confirm.</p>	No Changes Proposed

Sr. No.	PSA Clause	Existing Clause / Provision	Comments / Clarifications Required & Proposed Change	Response/Remarks
41.	11.2.2	In the event that the Supplier fails ..........constitute Supplier's Default.	Damages for per day of delay are on higher side. Kindly reduce the amount for damages at the rate of 0.1% of the performance security per day. It is requested that the time period for supply of power from alternate source be increased to at least 24 months post which the Utility gets termination rights. This will allow the Utility to meet its supply commitments to its end consumer.	No change is proposed.
42.	13.5.1	All Incomplete Works, including any shortfall in Contracted Capacity or Station Heat Rate, shall be completed or rectified, as the case may be, by the Supplier within 180 (one hundred and eighty) days of the date of issue of the Provisional Certificate and for any delay thereafter, other than for reasons solely attributable to the Utility or due to Force Majeure, the Utility shall be entitled to recover Damages from the Supplier to be calculated and paid for each day of delay until all items are completed, at the lower of, (a) 0.1% (zero point one per cent) of the Performance Security, and (b) 0.2% (zero point two per cent) of the cost of completing such items as estimated by the Utility's Engineer.	Please modify the Clause as under: <i>All Incomplete Works, including any shortfall in Contracted Capacity or Station Heat Rate, shall be completed or rectified, as the case may be, by the Supplier within 180 (one hundred and eighty) days of the date of issue of the Provisional Certificate and for any delay thereafter, other than for reasons solely attributable to the Utility or due to Force Majeure, the Utility shall be entitled to recover Damages from the Supplier to be calculated and paid for each day of delay until all items are completed, at the lower of, (a) 0.1% (zero point one per cent) of the Performance Security, and (b) 0.2% (zero point two per cent) of the cost of completing such items as estimated by the Utility's Engineer.</i> Incomplete works may be minor and may have no impact on the Supply of power to the Utility. Hence there is no reason to impose penalty.	No change is proposed.
43.	13.5.2	Upon completion of all Incomplete Works, the Supplier shall issue the Completion Certificate. Failure of the Supplier to complete all the Incomplete Works within the time set forth in Clause 13.5.1 for any reason, other than conditions constituting Force Majeure or for reasons solely attributable to the Utility, shall entitle the Utility to terminate this Agreement.	Incomplete works may be minor and have no impact on the Supply of power to the Utility. Hence there is no reason for Utility to terminate the Agreement as long as power is being supplied to it. Hence kindly remove termination proviso from the said clause.	No change is proposed.

Sr. No.	PSA Clause	Existing Clause / Provision	Comments / Clarifications Required & Proposed Change	Response/Remarks
44.	14.1	<p>14.1.1 Commercial Operation Date (COD)</p> <p>...For the avoidance of doubt, the Parties expressly agree that if the Power Station is substantially completed but COD is delayed for reasons attributable to the Utility, 15% (fifteen per cent) of the Fixed Charge shall be due and payable hereunder as if COD has occurred for the Power Station or any Unit thereof, as the case may be, in addition to the extension of Concession Period under and in accordance with the provisions of this Agreement. The Parties further agree that for determination of Tariff under Article 21, COD of the first Unit shall be deemed to be the COD of the Power Station.</p>	<p>What is the logic of 15% Fixed Charge when the reason for COD delay is the Utility itself. Please note that lenders will consider this clause as a big risk, since the project involves setting up of a new plant. 15% Fixed Charge would not at all be enough to cover debt obligations.</p> <p>Hence kindly allow 100% Fixed Charge payment to the Supplier in case of delay in COD due to reasons attributable to the Utility.</p> <p>In terms of the above, the clause may kindly be modified as under:</p> <p><i>....For the avoidance of doubt, the Parties expressly agree that if the Power Station is substantially completed but COD is delayed for reasons attributable to the Utility, 15% (fifteen per cent) 100% (hundred per cent) of the Fixed Charge shall be due and payable hereunder as if COD has occurred for the Power Station or any Unit thereof, as the case may be, in addition to the extension of Concession Period under and in accordance with the provisions of this Agreement. The Parties further agree that for determination of Tariff under Article 21, COD of the first both Unit shall be deemed to be the COD of the Power Station.</i></p>	<p>The revised clause is as under:</p> <p>The Power Station or any Unit thereof, as the case may be, shall be deemed to be complete when the Completion Certificate or the Provisional Certificate, as the case may be, is issued under the provisions of Article 13. The commercial operation date of the Power Station or any Unit, as the case may be, shall be the date on which the Power Station or such Unit is deemed fit for generating electricity and supplying it to the Grid upon issuance of such Completion Certificate or the Provisional Certificate (the "COD"). The Power Station or any Unit thereof shall enter into commercial service on COD whereupon the Supplier shall be entitled to demand and collect the Tariff in accordance with the provisions of Article 21. For the avoidance of doubt, the Parties expressly agree that if the Power Station or any Unit thereof, as the case may be, is ready for COD and Supplier has given due notice to the Utility but COD is delayed due to non-availability of transmission system, the Utility shall pay to the Supplier from the Scheduled Completion Date or the date notified by the Supplier for COD, whichever is later, an amount equal to 100% (hundred percent) of the Fixed Charges based on Normative Availability as Damages for a period till the time transmission system is made available.</p>
45.	14.1.2	<p>In the event COD is achieved prior to the Scheduled Completion Date, the Fixed Charge due and payable to the Supplier for the period prior to the Scheduled Completion Date shall be 70% (seventy per cent) of the Base Fixed Charge specified in Clause 21.2.1. Provided, however, that no payment on account of Fixed Charge hereunder shall be due or payable for any period prior to 365 (three hundred and sixty five) days from the Scheduled Completion Date. Provided further that no incentive shall be payable in terms of clause 21.6 for the period prior to the Scheduled Completion Date.</p>	<p>It is mentioned that in the event CoD is achieved prior to SCOD only 70% of Fixed Charge shall be paid. Since the plant is being set up exclusively for supply to the Utility, kindly allow 100% Fixed Charge payment. Further, the Supplier is also entitled to Incentives applicable in terms of Clause 21.6 as if the power station has achieved the COD as on SCOD.</p> <p>Hence kindly modify the provision as under:</p> <p><i>In the event COD is achieved prior to the Scheduled Completion Date, the Fixed Charge due and payable to</i></p>	<p>Modified clause is provided below:</p> <p>In the event COD is achieved prior to the Scheduled Completion Date, the Fixed Charge due and payable to the Supplier for the period prior to the Scheduled Completion Date shall be 100% (hundred per cent) of the Base Fixed Charge specified in Clause 21.2.1. Provided, however, that no payment on account of Fixed Charge hereunder shall be due or payable for any period prior to 365 (three hundred and sixty five) days from the Scheduled Completion Date. Provided further that no incentive shall be payable in terms of clause 21.6 for the period prior to the Scheduled Completion Date.</p>

Sr. No.	PSA Clause	Existing Clause / Provision	Comments / Clarifications Required & Proposed Change	Response/Remarks
			<p><i>the Supplier for the period prior to the Scheduled Completion Date shall be 70% (seventy per cent) 100% (hundred per cent) of the Base Fixed Charge specified in Clause 21.2.1. Provided, however, that no payment on account of Fixed Charge hereunder shall be due or payable for any period prior to 365 (three hundred and sixty five) days from the Scheduled Completion Date. Provided further that no incentive shall be payable in terms of clause 21.6 for the period prior to the Scheduled Completion Date.</i></p>	
46.	14.2	<p>Subject to the provisions of Clause 11.2, if COD does not occur prior to the 61st (sixty first) day after the Scheduled Completion Date, unless the delay is on account of reasons attributable to the Utility or due to Force Majeure, the Supplier shall pay Damages to the Utility in a sum calculated at the rate of 0.5% (zero point five per cent) of the amount of Performance Security for delay of each day until COD is achieved.</p>	<p>As the penalty for failure to achieve COD is already covered in Clause 11.2.2 of the PSA, therefore this clause should be deleted.</p>	No change is proposed
47.	Article 14	<p>New provision being proposed</p>	<p>The below mentioned clause may kindly be incorporated suitably in Article 14, or elsewhere in the PSA:</p> <p><i>“Notwithstanding anything to the contrary contained herein or elsewhere in this Agreement, in the event that the COD of the project is achieved on or before the originally Scheduled Completion Date as specified in Article 11.2.1, then any penalty / damages imposed on or paid by the Supplier, if any, in terms Article 4.3 or 20.1.1 shall be refunded back to the Supplier along with interest at the rate specified under Article 38.4.1.”</i></p> <p>Rationale: The ultimate objective of the Utility is to secure power supply commencement by the required COD date. In spite of any delay in achievement of CP’s, if the Supplier is able to still meet the required supply commencement date, any penalty imposed for CP delay should be returned back. Hence, the provision may kindly be incorporated as suggested above.</p>	No change is proposed.

Sr. No.	PSA Clause	Existing Clause / Provision	Comments / Clarifications Required & Proposed Change	Response/Remarks
48.	15.7.2	Upon receiving the permission pursuant to Clause 15.7.1, the Supplier shall be entitled to shut down or de-commission the designated Unit for the period specified therein, and in the event of any delay in re-commissioning such Unit, the Supplier shall pay Damages to the Utility calculated at the rate of 2% (two per cent) of the Average Daily Fixed Charge for each day of delay until the Unit has been re-commissioned for generation.	Kindly delete the penalty provision since penalty on supplier will already be imposed by way of reduced Availability.	No change is proposed
49.	15.9	In the event that the Supplier fails to repair or rectify any defect or deficiency which causes reduction in Availability, it shall be deemed to be in breach of this Agreement and the Utility shall be entitled to recover Damages, to be calculated and paid for each day of delay until the breach is cured, 2% (two per cent) of the Average Daily Fixed Charge or such smaller sum as the Utility may, in its discretion determine upon prompt compliance of its obligations by the Supplier. Recovery of such Damages shall be without prejudice to the rights of the Utility under this Agreement, including the right of Termination thereof.	The clause 15.9 should be deleted. What is the logic of inclusion of Damages for breach of maintenance obligation when the supplier is required to maintain the Normative Availability? As per the draft PSA, the Fixed Charges will get reduced due to low availability and if further damages will be imposed on the Supplier, then it will lead to two times penalty. In view of this we request you to kindly delete this clause.	No change is proposed
50.	15.11	<p>Modifications to the Power Station</p> <p>The Supplier shall not carry out any material modifications to the Power Station save and except where such modifications are necessary for the Power Station to operate in conformity with the Specifications and Standards, Maintenance Requirements and Applicable Laws; provided that the Supplier shall notify the Utility of the proposed modifications along with particulars thereof at least 15 (fifteen) days before commencing work on such modifications and shall reasonably consider any</p>	This clause has no relevance since Supplier is the plant owner. This would be more relevant in DBFOT kind of bids, where power station is to be transferred at the end of term. Hence, kindly delete this Clause.	No change is proposed

Sr. No.	PSA Clause	Existing Clause / Provision	Comments / Clarifications Required & Proposed Change	Response/Remarks
		<p>suggestions that the Utility may make within 15 (fifteen) days of receiving the Supplier's proposal.</p>		
51.	16.2 & 16.3	<p>16.2 Inspection 16.3 Remedial Measures</p>	<p>As these clauses are representing the "Monitoring of O&M" and the role of Utility's Engineer is limited up to the COD of the power station only, i.e., before the start of Operation Phase.</p> <p>Therefore, these clauses should be removed.</p>	No change is proposed
52.	17.3 & 17.4	<p>17.3 Monthly Status Report 17.4 ISO certification 17.4.3 If the period of default in obtaining the ISO certifications under this Clause 17.4 shall exceed a continuous period of 3 (three) months, the Supplier shall pay Damages to the Utility in an amount equal to 0.5% (zero point five per cent) of the Average Daily Fixed Charge for every 1 (one) month of default beyond the aforesaid period of 3 (three) months.</p>	<p>It is requested that the penal provisions provided under Article 17.4.3 may be deleted since it has no bearing on Supplier's obligation to supply power to the Utility.</p>	No change is proposed
53.	18.2	<p>Contracted Capacity Pursuant to the provisions of this Agreement, the Supplier shall dedicate a generating capacity of 1496 MW, at the Point of Grid Connection, to the Utility as the capacity contracted hereunder (the "Contracted Capacity") and the Contracted Capacity shall at all times be operated and utilised in accordance with the provisions of this Agreement.</p>	<p>Contracted Capacity is mentioned as 1496 MW but as per NIT document released by the Utility, contracted capacity is 1450 MW.</p> <p>Kindly align the Contracted Capacity in draft PSA and other bid documents (NIT, RFQ and RFP)</p>	<p>Please refer the following documents which are already uploaded</p> <ol style="list-style-type: none"> 1) Corrigendum No. 1 to the RFP, dated May 17, 2024 2) Corrigendum No. 1 to the NIT, dated May 17, 2024 3) Corrigendum No.1 to the RFQ, dated May 17, 2024
54.	18.6	<p>Substitute Supply In the event the Availability of the Power Station is reduced on account of Scheduled Maintenance, Unscheduled Maintenance or Force Majeure, the Supplier may, with prior consent of the Utility,</p>	<p>Kindly clarify that in case the alternate supply is refused by Utility, then 100% Fixed Charge (i.e., no Availability loss) shall be applicable for the Supplier. By offering the Substitute supply from the alternate source at the same tariff rate as specified in the PSA or lower than the same, As the Supplier fulfils its obligation to supply power to</p>	No change is proposed.

Sr. No.	PSA Clause	Existing Clause / Provision	Comments / Clarifications Required & Proposed Change	Response/Remarks
		<p>which consent the Utility may deny in its sole discretion or convey acceptance with such conditions as it may deem fit, supply electricity from any alternative source, including Merchant Capacity, if any, provided such supply shall be at the discovered tariff under the bidding process as specified in the PSA or at a tariff rate lower than the same, which shall have been agreed between parties for such supply of power and such supply shall be deemed to be supply under and in accordance with the provisions of this Agreement.</p>	<p>Utility and hence entitled for 100% Fixed Charges even if the supply is denied by the Utility.</p>	
55.	20.1.1	<p>Financial Close</p> <p>The Supplier hereby agrees and undertakes that it shall achieve Financial Close within 180 days from the date of this Agreement.....</p>	<p>As we have asked for increase in time for fulfilment of Conditions Precedent in clause 4.1.3, i.e., 24 months instead of 180 days. Thus, timeline for Financial Close should also be increased accordingly.</p> <p>The clause can be modified as under:</p> <p><i>The Supplier hereby agrees and undertakes that it shall achieve Financial Close within 180 days 24 months from the date of this Agreement.....</i></p>	<p>No change is proposed.</p>
56.	21.2.4	<p>The Initial Fixed Charge shall be deemed to be the Base Fixed Charge for the Accounting Year in which COD occurs, and for each subsequent Accounting Year, the applicable Base Fixed Charge shall be determined by decreasing the Base Fixed Charge for the immediately preceding Accounting Year by 2% (two per cent) thereof. For the avoidance of doubt and by way of illustration, the Base Fixed Charge for the first Accounting Year in which COD occurs shall be the Initial Fixed Charge, and for the second and third Accounting Years subsequent to the Accounting Year in which COD occurs, shall be a sum equal to 98% (ninety eight per cent) and 96.04% (ninety six point zero four per cent) respectively of the Initial Fixed Charge.</p>	<p>Kindly clarify the following point:</p> <ol style="list-style-type: none"> 1. The decrease of 2% in Base Fixed Charge will be applicable from the COD of 2nd unit. <p>The clarificatory clause can be incorporated in addition to current clause 21.2.4.</p>	<p>Please note the mechanism that shall be followed:</p> <p><i>Mechanism:</i></p> <p><i>Upon COD of U-1, the Supplier shall be entitled to Tariff payments (Fixed Charge + Fuel Charge), including WPI indexation as applicable. Upon commissioning of U-2, the same tariff shall also apply to U-2, and the 2% reduction in Base Fixed Charge shall commence in the accounting year subsequent to the COD of U-2.</i></p> <p><i>In case COD of U-2 gets delayed beyond 1 year of COD of U-1, the reduction in Base Fixed Charge by 2% shall be applicable from the accounting year subsequent to the SCOD. Upon commissioning of U-2, the same tariff as applicable in that year to U-1 shall also apply to U-2 and every year thereafter.</i></p>

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57.	21.9.2	The Tariff payable by the Utility under this Article 21 shall be inclusive of Service Tax, Electricity Duty, Value Added Tax or General Sales Tax, Custom Duty on Fuel or any replacement thereof, if applicable, and any Service Tax, Electricity Duty, Value Added Tax or General Sales Tax and Custom Duty on fuel thereon shall be paid by the Supplier. For avoidance of doubt, it is clarified that the Tariff quoted should be inclusive of all Taxes, Duties, Cesses etc. as applicable on Bid Due Date and any variation in the same after the Bid Due Date shall be subject to adjustment, in accordance with the provision of Change in Law.	As requested in SN 39 regarding Clause 5.8, all service tax, value added tax, general sales tax, GST or electricity duty, if any, levied on or in respect of the supply of electricity to the Utility under the PSA should be reimbursed by the Utility. Accordingly, we request to Utility to kindly modify the clause 21.9.2.	Revised clause 21.9.2 shall read as under: The Tariff and Incentives payable by the Utility under this Article 21 shall be exclusive of Service Tax, Electricity Duty, Value Added Tax or General Sales Tax, Custom Duty on Fuel or any replacement thereof, if applicable, and any Service Tax, Electricity Duty, Value Added Tax or General Sales Tax and Custom Duty on fuel thereon shall be paid by the Supplier and reimbursed by the Utility upon submission of necessary particulars by the Supplier.
58.	21.10.1	Billing and Payment	Recommended change is as per MBD provisions: Commencing from the month following the month in which COD occurs, the Supplier shall, by the 5th (fifth) day of such and each succeeding month (or, if such day is not a Business Day, the immediately following Business Day), submit in triplicate to the Utility, an invoice in the agreed form (the “ Monthly Invoice ”) signed by the authorised signatory of the Supplier setting out the computation of the Fixed Charge and Fuel Charge to be paid by the Utility to the Supplier in respect of the immediately preceding month in accordance with the provisions of this Agreement.	No change is proposed.
59.	22.1.1	The heat energy input, in kCal, required for generation and supply of 1 (one) kWh of electricity at the Point of Grid Connection, after accounting for auxiliary consumption and losses upto the Point of Grid Connection, if any, as determined by Tests and specified in the Provisional Certificate or Completion Certificate, as the case may be, shall be the net station heat rate of the Power Station (the “ Station Heat Rate ” or “ SHR ”). Provided that the SHR shall be adjusted from time to time in accordance with the provisions of Clause 24.4, to account for any reduction in Despatch. Provided	The SHR degradation should be more than 0.15% (0.4% as per International standards ASME). The Utility may also kindly consider increasing the Net-SHR from 2,300 kCal/kWh to at-least 2,325 kCal/kWh in view of FGD/SCR operations and part load operations.	No Change is proposed except that 2,300 kCal per kWh shall be read as 2,375 kCal per kWh

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		further that the aforesaid SHR shall be deemed to be increased by 0.15% (zero point one five per cent) per annum on each successive anniversary of COD and the number so arrived at shall be the applicable SHR for that year. For the avoidance of doubt and by way of illustration, the Parties expressly agree that if Tests determine that the Station Heat Rate at the Point of Grid Connection is say 2,300 kCal per kWh, it shall be assumed that such Station Heat Rate has been derived after accounting for auxiliary consumption and losses upto the Point of Grid Connection, if any.		
60.	Article 22	Fuel Charge 22.2.1, 22.2.2, 22.2.3, 22.2.4	In case coal will be allocated from multiple mines then the weighted average cost of coal and transportation cost should be considered. In this scenario, kindly modify the clauses to consider Weighted average cost of fuel, weighted average cost of transportation of fuel and Weighted average GCV throughout the PSA, wherever applicable.	The suggested change is acceptable. However, the bidder must furnish the calculation/details considered for calculating the weighted average price.
61.	22.2.1	As Delivered Price	Definition of As Delivered Price is not mentioned in Article 39 or anywhere else in the agreement. Kindly define the term: “ As Delivered Price ” since it is critical.	Please note the definition as mentioned below <i>“As Delivered Price” means the source specific price of CIL or its Subsidiaries at the loading point of the mine with all applicable taxes, levies and add-ons (surface transportation charges, sizing/crushing charges, rapid loading charges, and any other applicable charges of CIL/Subsidiaries) and shall not include any compensation for Short-delivery/short lifting and penalty/interest for delayed payments by the Supplier to Fuel Supplier.</i>
62.	22.2.4	The total cost of transportation of domestic Fuel, forming part of the Landed Fuel Cost, shall be the lower of, (a) 110% (one hundred and ten per cent) of the Freight payable to the Indian Railways for transportation (applicable for full rake load) by rail and taxes and duties payable on such freight applicable during the relevant month reduced by the	Based on the past experience, transportation of fuel is done through a mix of rail and road mode. So, transportation of fuel cost through road mode also should be made pass through and accordingly total distance from mines to plant will be summation of rail mode and road mode.	No change is proposed.

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		<p>proportion which is the Freight considered by the Bidder at Clause 22.2.1 (A) bears with that specified at Clause 22.2.1 (C), and (b) the actual cost of transportation. In respect of transportation of Fuel by road, the cost of domestic fuel, forming part of the Landed Fuel Cost, shall be lower of (a) 110% (one hundred and ten per cent) of the Freight payable to the Indian Railways for transportation by rail for the distance slab corresponding to the actual road distance covered for such transportation plus taxes and duties applicable on such rail freight, and (b) the actual cost of transportation by road. For the avoidance of doubt, in case of transportation of Fuel through Rail cum Road (RCR), the distance slab corresponding to total distance covered (Rail and Road) shall be considered for the purpose of this Clause 22.2.4. It is further clarified that the Freight payable for transportation of Fuel under this Clause shall not include any penalties/damages for partial loading/over-loading and demurrage, payable by and attributable to the Supplier and shall not form part of cost of transportation.</p>	<p>Accordingly, we request the Utility to kindly modify the current provisions in order to allow complete pass through of Transportation cost of Fuel regardless of the mode of transportation, i.e., either Road or Rail.</p>	
63.	22.3.4	<p>One-half of the quantity of each sample collected in accordance with the provisions of Clause 22.3.3 shall be stored and made available for testing thereof by the Utility or Utility's engineer, any period within a period of 1 (one) month from the date of sampling at the Power Station.</p>	<p>We understand that the duties of Utility's Engg. is up to COD only. Therefore, kindly make necessary changes.</p> <p>One-half of the quantity of each sample collected in accordance with the provisions of Clause 22.3.3 shall be stored and made available for testing thereof by the Supplier Utility or Utility's engineer, any period within a period of 1 (one) month from the date of sampling at the Power Station.</p>	No change is proposed.
64.	22.6.1	<p>Upon the Supplier meeting its obligations for and in respect of the supply of electricity to the Utility as part of the Contracted Capacity, or if Utility is not able to schedule any part of the Contracted Capacity, it may generate electricity from Allocated Coal for sale thereof to Buyers subject to payment of Revenue Share to the Utility, in an amount equal to the higher of, (a) Fixed Charge and (b) 30% (thirty</p>	<p>The clause may kindly be modified as under:</p> <p><i>Upon the Supplier meeting its obligations for and in respect of the supply of electricity to the Utility as part of the Contracted Capacity, or if Utility is not able to schedule any part of the Contracted Capacity, it may generate electricity from Allocated Coal for sale thereof to Buyers subject to payment of Revenue Share to the</i></p>	No change is proposed.

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		per cent) of the gross sale revenue accrued from Buyers for each kWh of electricity sold to any Buyer.	<p><i>Utility, in an amount equal to the higher of, (a) Fixed Charge and (b) 30% (thirty per cent) of the gross sale revenue accrued from Buyers for each kWh of electricity sold to any Buyer excess realisation over and above the then applicable Tariff shall be shared between the Supplier and the Utility in the ratio of 80% to the Supplier and 20% to the Utility.</i></p> <p>Rationale: It may be noted that it is the Supplier that is responsible for finding parties to which such excess capacity can be sold, and should thus be entitled to maximum appropriation of such excess revenue.</p>	
65.	22.8.2	In the event of any Fuel Shortage..... Clause 21.6.2 if Non-Availability shall arise.	<p>As coal is allocated to the Utility under SHAKTI policy, therefore, any shortfall in the coal should be on account of the Utility.</p> <p>Kindly delete this clause.</p>	No change is proposed.
66.	Article 23	Payment Security	Kindly modify and align the Article 23 as per MBD as Payment Security is one of the most important clause of any agreement and is very critical parameter for lenders for financial closure point of view.	<p>Revised clause shall read as under:</p> <p>The Utility and the Supplier shall, prior to the Appointed Date, execute a default escrow agreement with the Utility's bank (the "Default Escrow Bank") substantially in the form specified in Schedule-J (the "Default Escrow Agreement") for the establishment and operation of the default escrow account (the "Default Escrow Account") in favour of the Supplier. The Parties agree and acknowledge that the Default Escrow Account shall be established and maintained at a bank where at least 30% (thirty per cent) of the Utility's total monthly Revenues are normally deposited (the "Default Escrow Bank"). The Utility expressly agrees and undertakes that throughout the term of the Contract Period, Revenues not less than 50% (fifty per cent) of the average monthly Tariff (the "Default Escrow Amount") shall be routed every month through the Default Escrow Account in</p>

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				accordance with the provisions of this Clause 23.1 and the Default Escrow Agreement.
67.	24.4	<p>Ramp up of Despatch</p> <p>In the event the Utility Despatches less than 2% (two per cent) of its entitlement in the Contracted Capacity at any time and requires ramping up of generation thereafter, it shall allow a period of 8 (eight) hours to the Supplier for reaching Availability equal to such entitlement in the Contracted Capacity and shall make an additional payment on account of increase in SHR computed in accordance with the provisions of Schedule-C for and in respect of different levels of generation during the course of ramping up. For the avoidance of doubt, the Parties agree that in the event the Supplier fails to reach such Availability within 8 (eight) hours, the shortfall thereof shall be deemed to be Mis-declaration under the provisions of Clause 21.5.5. The Parties further agree that the liability of the Utility hereunder shall at all times be reckoned with reference to its entitlement in the Contracted Capacity.</p>	<p>It is suggested that the latest regulations/ guidelines as released by the relevant government authorities may be followed for Ramp up of Despatch.</p>	<p>Please see the modified clause</p> <p>In the event the Utility Despatches less than 2% (two per cent) of its entitlement in the Contracted Capacity at any time and requires ramping up of generation thereafter, it shall allow a period of 8 (eight) hours to the Supplier for reaching Availability equal to such entitlement in the Contracted Capacity and shall make an additional payment on account of increase in SHR computed in accordance with the provisions of Schedule-C for and in respect of different levels of generation during the course of ramping up. For the avoidance of doubt, the Parties agree that in the event the Supplier fails to reach such Availability within 8 (eight) hours, the shortfall thereof shall be deemed to be Mis-declaration under the provisions of Clause 21.5.5. The Parties further agree that the liability of the Utility hereunder shall at all times be reckoned with reference to its entitlement in the Contracted Capacity.</p> <p>Provided that notwithstanding anything to the contrary contained herein above, the operation of the Power Station shall be governed in accordance with relevant provisions of the Grid Code.</p>
68.	27.2.1 & 27.2.3	<p>The Supplier shall appoint, and have during the subsistence of this Agreement as its Statutory Auditors, a firm chosen by it from the mutually agreed list of 5 (five) reputable firms of chartered accountants (the “Panel of Chartered Accountants”) ...</p> <p>...</p> <p>Notwithstanding anything to the contrary contained in this Agreement, the Utility shall have the right, but not the obligation, to appoint at its cost from time to time and at anytime, another firm (the “Additional Auditors”) ...</p>	<p>For appointment of Auditor, the following should be considered:</p> <p>Supplier shall appoint statutory auditor for preparation of annual accounts as per applicable law and ICAI accounting standards.</p> <p>Copy of the same shall be provided to the Utility. The clauses may be suitably amended.</p> <p>Also, there is no need to appoint Additional Auditor by utility as Supplier shall appoint statutory auditor for</p>	<p>The suggested change is acceptable.</p>

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			preparation of annual accounts as per applicable law and ICAI accounting standards.	
69.	28.1	<p>Force Majeure</p> <p>As used in this Agreement..... on the affected party. However, it is hereby clarified that Article 28 in entirety i.e., no Force Majeure events with respect to setting up of a dedicated transmission line by the Supplier upto STU shall be applicable for being claimed by Supplier against MSEDCL.</p>	<p>The definition of Power Station clearly says that the Dedicated Transmission Line will be as a part of Power Station. Therefore, Force Majeure should be valid for Dedicated Transmission Line as well.</p> <p>Kindly modify the clause as under:</p> <p><i>As used in this Agreement..... on the affected party. However, it is hereby clarified that Article 28 in entirety i.e., no Force Majeure events with respect to setting up of a dedicated transmission line by the Supplier upto STU shall be applicable for being claimed by Supplier against MSEDCL.</i></p>	No change is proposed.
70.	28.2 (d)	<omitted>	<p>It is seen that compared to the MBDs, the Utility has deleted Sr. no. (d) i.e.</p> <p>“any delay or failure of an overseas contractor to deliver equipment in India or to supply Fuel from an overseas Captive Mine, if such delay or failure is caused outside India by any event specified in Sub-clause (a) above and which does not result in any offsetting compensation being payable to the Supplier by such contractor”</p> <p>It is requested that the above provision be retained as provided under the MBDs.</p>	No change is proposed.

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71.	28.4	(a) <omitted>	Kindly keep this clause as per MBDs. <i>(a) Change in Law, only if consequences thereof cannot be dealt with under and in accordance with the provisions of Article 34 and its effect, in financial terms, exceeds the sum specified in Clause 34.1;</i>	No change is proposed.
72.	28.7.1 (a)	(a) upon occurrence of a Non-Political Event and Indirect Political Event, the Parties shall bear their respective Force Majeure Costs and neither Party shall be required to pay to the other Party any costs thereof; and	For Indirect Political Force Majeure Event, the entire Debt Service should be paid along with any other costs including increase in capital cost on account of Force Majeure.	No change is proposed.
73.	Article 29	29.1 Compensation for default by Supplier 29.2 Compensation for default by Utility	It is pertinent to note that all events of Supplier and Utility default are already covered under termination chapter. Moreover, the term material breach used in Article 29 is undefined and is wide open, which is open risk for both Supplier and Utility. Hence it is suggested that Article 29 be deleted. Utility may note that it is already adequately protected through Article 31 which extensively lists all Supplier Default events.	No change is proposed.
74.	30.1.2	<omitted>	MBDs allows the payment of 20% of the Fixed Charges to the Supplier in case of Suspension. Kindly add the clause as per MBDs. <i>“During the period of Suspension, the Utility shall pay to the Supplier 20% (twenty per cent) of the Fixed Charge due and payable to the Supplier for and in respect of the Contracted Capacity.”</i>	No change is proposed.
75.	31.1.1	Cure period is mentioned as 90 days.	As per Clause 31.2.1 cure period in case of Utility default is 120 days. We request you to kindly keep same cure period for both the parties, i.e., 120 days.	No change is proposed.

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76.	31.1.1 (c)	the Supplier does not achieve the latest outstanding Project Milestone or the Scheduled Completion Date, as the case may be, due in accordance with the provisions of Schedule-E and continues to be in default for 180 (one eighty) days;	180 days is very short time period. Kindly increase the relief for the Supplier to be in default for a period of 24 (twenty four) months .	No change is proposed.
77.	31.3.2	Upon Termination on account of a Utility Default, the Utility shall pay to the Supplier, by way of Termination Payment, an amount equal to the Fixed Charge that would have been due and payable for Normative Availability for a period of 6 (six) months as if the Power Station had operated for such 6 (six) months from the date of Termination.	As the Supplier is making huge amount of investments in developing the green-field project, therefore it should be entitled to get sufficient amount of Termination payment in case of default by Utility. Kindly modify the clause as under: <i>Upon Termination on account of a Utility Default, the Utility shall pay to the Supplier, by way of Termination Payment, an amount equal to the Fixed Charge that would have been due and payable for Normative Availability for a period of 6 (six) months 2 (two) years as if the Power Station had operated for such 6 (six) months 2 (two) years from the date of Termination.</i>	No change is proposed.
78.	31.3.3	Upon Termination or expiry of the Contract Period by efflux of time, the Fuel Supply Agreement or any other arrangement for production and supply of Allocated Coal shall cease to be effective and the Supplier shall have no right whatsoever to use such Allocated Coal for the Power Station without the express permission or authorisation by the Central Government in this behalf. Provided, however, that the Parties may mutually agree to a further extension of the Contract Period on the terms specified in this Agreement.	This provision should be applicable only in case of Termination due to Supplier Default. As the Supplier is making huge amount of investments in developing the green-field project in case of Termination on account of Utility Default the Supplier shall be allowed to use the coal allocated under SHAKTI policy for generation and sale of electricity. Otherwise the Supplier after setting up he plant will be left high and dry and will ultimately default on its debt service obligations. Accordingly, the present clause may be modified.	No change is proposed.

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79.	Article 34	<p>Change in Law</p> <p>.....</p>	<p>The change in law rules in the current tender should be aligned with Electricity (Timely Recovery of Costs due to Change in Law) Rules, 2021, as notified by the Ministry of Power. Please make necessary changes accordingly.</p>	<p>No change is proposed.</p>
80.	34.1	<p>...</p> <p>It is hereby clarified that Article 34 in entirety i.e., no Change in Law events with respect to setting up of a dedicated transmission line by the Supplier upto STU shall be applicable for being claimed by Supplier against MSEDCL.</p>	<p>The definition of Power Station clearly says that the Dedicated Transmission Line will be as a part of Power Station. Therefore, Force Majeure should be valid for Dedicated Transmission Line as well. Hence, kindly delete the provisions:</p> <p>...</p> <p><i>It is hereby clarified that Article 34 in entirety i.e., no Change in Law events with respect to setting up of a dedicated transmission line by the Supplier upto STU shall be applicable for being claimed by Supplier against MSEDCL.</i></p>	<p>No change is proposed.</p>
81.	Article 39 Definition	<p>“Power Station” or “New Power Station” or “Project” for the purpose of this PSA-DBFOO means the generating station of which the construction is commenced after the Date of Letter of Award (LoA) and grid synchronization, commissioning and COD of its Units are achieved as per the terms of the Power Supply Agreement (PSA) and as described in Schedules A and B of the PSA-DBFOO. For the avoidance of doubt, it is clarified that construction for this purpose would mean that the Bidder has placed the order for supply of Boiler, Turbine and Generator package after the date of Letter of Award (LoA) and shall include the Dedicated Transmission System, Project Assets,</p>	<p>This definition can be changed as per our suggested modification in query for RFQ Clause 1.1.1.</p>	<p>Please note the modified definition as below</p> <p><i>The term “New Power Station” or “Power Station” or “Project” means the generating station of which the construction is commenced after the issuance of NIT and grid synchronization, commissioning and COD of its Units are achieved as per the terms of the Power Supply Agreement (PSA) and as described in Schedules A and B of the PSA-DBFOO. For the avoidance of doubt, it is clarified that construction for this purpose would mean that the Bidder has placed the order for supply of Boiler, Turbine and Generator package after the issuance of NIT.</i></p>

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		Project Facilities and the allocation of Allocated Coal which is linked to or attached with the Project;		
82.	Schedule-B (Annexure-1)	4. Each Unit of the Power Station shall have the capacity to ramp up from a cold start and reach full capacity within a period of 8 (eight) hours from the time of each start.	Kindly modify the Clause as under: 4. Each Unit of the Power Station shall have the capacity to ramp up from a cold start and reach full capacity within a period of 8 12 (eight twelve) hours from the time of each start.	Suggested change is acceptable.
83.	Schedule-D	Performance Security	Please align the amount of performance security as mentioned in Article 9.	Please note the modification as below The Agreement requires the Supplier to furnish a Performance Security to the Utility in a sum of [Rs. 149.6 cr. (Rupees One Hundred and Forty Nine crore and Sixty lakh)] (the "Guarantee Amount") as security for due and faithful performance of its obligations, under and in accordance with the Agreement, during the Construction Period (as defined in the Agreement)
84.	New	New Clauses to be added regarding payment Appropriation.	Earlier MBDs had a provision as to how payments received would be appropriated, which has been omitted in this PPA. We suggest that to provide clarity and avoid disputes, it may be established herein.	No change is proposed
85.	Schedule P	Substitution Agreement 3.4.5 The transfer of Contract hereunder to a Nominated Company may, notwithstanding anything to the contrary in this Agreement and the Power Supply Agreement, be undertaken by transfer of no less than 75% (seventy five per cent) of the equity of the Supplier to the Nominated Company, and upon such transfer hereunder, the Nominated Company shall be deemed to be the Supplier under and in accordance	The % equity transfer is not known at current stage and is finalised later on. In view of the past information available and to avoid conflicts, it is suggested that the equity transfer of 51% should be incorporated in existing clause.	Suggested change is acceptable.

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		with the provisions of this Agreement and the Power Supply Agreement.		
86.	22.4.1 & 22.5 (a)	<p>22.4.1 Prior to the Scheduled Completion Date, the Supplier shall have executed an agreement with a supplier of Fuel for supply of Fuel sufficient for generating electricity at no less than 100% (hundred per cent) of the Contracted Capacity during each month for a period of at least 25 (twenty-five) years] commencing from Scheduled Completion Date, substantially in accordance with the provisions of Clause 22.5 (the “Fuel Supply Agreement” or “FSA”)</p> <p>22.5 (a) The minimum annual quantity of Fuel to be supplied under the FSA shall be sufficient to generate electricity to Despatch power required to comply with normative availability of Contracted Capacity during each month (the “MACQ”);</p>	<p>CEA norms for Coal Consumption in Thermal Power Plant calculated based on 85% PLF and accordingly coal has been allocated to Thermal Power Plant</p> <p>It may be noted that the Normative Availability is 90%, and the coal is arranged by the utility under Shakti B (iv).</p> <p>Therefore, the FSA should be sufficient to generate power equivalent to Normative Availability or 100% of the Contracted Quantity.</p> <p>As per coal is arranged by Utility under Para Shakti B (iv). It is requested to confirm the whether availability of coal as per CEA norms or as per the Normative Availability or 100% of Contracted Capacity.</p>	No change proposed
87.	21.2.3	In the event the Completion Certificate specifies a Station Heat Rate that is higher than the Station Heat Rate specified in the Schedule-C, the Initial Fixed Charge shall be decreased such that for every increase of 1% (one per cent) as compared to the Station Heat Rate specified in Schedule-C, the amount specified in Clause 21.2.1 shall be decreased by 2% (two per cent) thereof. Provided, however, that in case the source of Fuel is situated within 100 (one hundred) kilometres of the Power Station, such decrease shall be restricted to 1.5% (one point five per cent). For the purpose of calculation of SHR improvement percentage, any improvement in fraction of 1% shall be ignored. For illustration, an improvement of 1.55% in SHR shall be considered as 1%.	<ul style="list-style-type: none"> • Firstly, in the event the actual SHR is higher, the generating station has to incur additional coal to fill in the gap. • The additional coal is not available on the concessional rates but on a much higher rate from open market basis. • Secondly, in the event of higher SHR, the fixed charges are being decreased which is nothing but a plain case of double jeopardy which states that no one should be put twice in peril for the same offence. • Furthermore, it is the fundamental principle of law and equity, the severity of the punishment should be 	No change is proposed .

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			<p>commensurate with the seriousness or gravity of the offence.</p> <p>It is requested that the increase/decrease in Fixed charges with regard to change in SHR should be removed.</p>	
88.	22.9	<p>Fuel Shortage and Additional Arrangement</p> <p>The Supplier shall submit the Additional Fuel Supply Arrangement (AFSA) for review and concurrence of the Utility. Thereafter, Utility shall submit the AFSA for review and approval of the Maharashtra Electricity Regulatory Commission.</p> <p>Further as per Clause 22.9.2, the Supplier shall procure Fuel under the AFSA only with prior approval of the Utility, which approval the Utility may deny in its sole discretion.</p>	<ul style="list-style-type: none"> • In case of shortage, the supplier should be provided with discretion to arrange the fuel from any source which is quick and convenient. • Hon'ble CERC vide order dated 3rd June 2019 in Petition No. 156/MP/2018 has recognized additional coal procured by the Genco from various sources like e-auction, open market, optional coal from various modes like as-is-where-is coal, coal through washery circuit, beyond trigger level coal, additional coal, etc. for meeting the coal requirement for supply of power under the PPA. • Prior approval from utility and discretionary power to deny by the utility is onerous clause which should be removed in its entirety. • Fuel shortage is an emergency situation and in such circumstances, review and approval of AFSA by the Maharashtra Electricity Regulatory Commission shall be an additional burden and time consuming activity for the utility. <p>Since fuel is being provided by Utility, and any shortfall / shortage in fuel is beyond control of generator hence Generator should not be penalized & 100% Availability should be considered and full fixed charges to be paid to generator.</p>	No change is proposed

Sr. No.	PSA Clause	Existing Clause / Provision	Comments / Clarifications Required & Proposed Change	Response/Remarks
89.	22.8	<p>Fuel Shortage</p> <p>22.8.1 In the event the Supplier anticipates a shortfall in the production of electricity for supply to the Utility from Contracted Capacity on account of a shortfall in supply of Fuel, and/or delays in transportation thereof, for reasons beyond the control of the Supplier (the “Fuel Shortage”), the Supplier shall, as soon as practicable but in any event no later than 7 (seven) days from the date when it anticipated the Fuel Shortage, notify the Utility of the nature, extent and period of Fuel Shortage and the reasons thereof.</p> <p>22.8.2 In the event of any Fuel Shortage hereunder, the Fixed Charge payable for and in respect of any Non-Availability arising as a result thereof shall be equal to 70% (seventy per cent) of the Fixed Charge.</p>	<p>As per 22.8.1 the supplier shall intimate the Utility of the nature, extent and period of Fuel Shortage and the reasons thereof. However, since fuel is being provided by Utility, and any shortfall / shortage in fuel is beyond control of generator, <u>utility shall pay 100% of capacity charge to the extent of non-availability arising out of fuel shortage.</u></p>	No change is proposed.

➤ On the PPA (Solar)

Sr. No.	PPA Clause	Existing Clause / Provision	Comments / Clarifications Required & Proposed Change	Response/Remarks
90.	Recital	<p>Further, the Power Producer may change the location of the Project one month prior to SCOD of the respective Phase to supply power from an existing project without change in SCOD; provided that the power is supplied at the Tariff as per this Agreement with no additional financial impact due to any reasons including on account of transmission charges/ <u>transmission losses/ change in Law and /any other regulatory charges etc.</u> on the Procurer.</p>	<p>It is requested that any other regulatory charges may be removed from the additional financial impact as it is not clear what type of charges will be covered under these regulatory charges.</p>	No change is proposed.

Sr. No.	PPA Clause	Existing Clause / Provision	Comments / Clarifications Required & Proposed Change	Response/Remarks
91.	Article 3.1 (xiii)	The Power Producer can inject power earlier to SCOD from Project with MSEDCL's consent.	<p>It is suggested that sub-clause xiii may be aligned with the wordings as per Article 4.1.7 i.e., Early commissioning of PPA.</p> <p>The provision may be modified as under:</p> <p><i>The commencement of supply of power corresponding to full as well as part contracted capacity prior to SCOD is permitted. In case of early commissioning prior to SCOD, power may be supplied from such early commissioned capacity with mutual consultation depending upon requirement of power of MSEDCL.</i></p>	<p>Please note the modified clause as below</p> <p>The commencement of supply of power corresponding to full as well as part contracted capacity prior to SCOD is permitted. In case of early commissioning prior to SCOD, power may be supplied from such early commissioned capacity with mutual consultation depending upon requirement of power of MSEDCL.</p>
92.	Article 6.3	In the event of delay in payment of Monthly bill by MSEDCL thirty (30) days beyond date of presentation of Tariff Invoice, a late Payment charge shall be payable by MSEDCL to the Power Producer at the rate of 1.25% (percent) in excess of the SBI, 1 year Marginal Cost of Funds Based Lending Rate (MCLR) per annum / any replacement thereof by SBI.	May be aligned with Electricity (Late Payment Surcharge & related matters) Rules, 2022.	Suggested change is acceptable.
93.	Article 9	Change in Law	May be aligned in accordance with the Electricity (Timely Recovery of Costs due to Change in Law) Rules, 2021 notified by the Ministry of Power on 22.10.2021.	No change is proposed.
94.	Article 9.7	Notwithstanding anything to the contrary contained in this Agreement, MSEDCL shall not in any manner be liable to reimburse to the Power Producer any sums on account of a Change in Law if the same are recoverable from the Buyers.	Kindly delete the provision as it is irrelevant.	Suggested change is acceptable.
95.	General		It is requested that a revised RfS document basis the provisions provided in the draft PPA document may be issued to bidders in order to have better clarity.	Please refer corrigendum to RfS

Sr. No.	PPA Clause	Existing Clause / Provision	Comments / Clarifications Required & Proposed Change	Response/Remarks
96.	General		Commissioning procedure to be aligned with procedure/ types of documents required under CERC IEGC regulation	No change is proposed.

Bidder-6 Queries_Response

S.No.	Clause	Existing provision	Modification or clarification sought	Rationale for change	MSEDCL Response
PSA - Thermal					
1	Recital C		If FSA is to be signed post LOA, what if there are changes in terms of FSA than those in bid submitted? What is the source of coal and location of mine?	-	Draft FSA is provided in the portal.
2	Article 4 (clause 4.1.2)		Rate of penalty in case of delay in CP fulfilment: a. The rate of penalty should be same for both the Supplier and Purchaser b. Supplier base time should be 365 days, further extendable by 180 days The same is in contradiction with Clause 20.1.1 – Damages of 0.05% of performance security for each day of delay, both of them cannot be applicable at the same time.		No change is proposed
3	Clause 5.1.4		Normative availability is 90%, request to make it 85%		The suggested change is acceptable.
4	Clause 11.2		Is configuration of power station flexible or can only be 2 x 800 MW and are imported equipment allowed for the project? What if COD is achieved before 48 months from the Appointed Date?		The configuration of the power station is flexible as long as a minimum of 800 MW is complied with; equipment must adhere to government policy. Please refer the clause 14.1.2 for details regarding COD is achieved before 48 months.
5	Clause 14.1.1		15% of fixed charge payable on delay due to Utility in COD during delay period – full fixed charge should be payable in case of delay in COD due to utility		The revised clause is as under: The Power Station or any Unit thereof, as the case may be, shall be deemed to be complete when the Completion Certificate or the Provisional Certificate, as the case may be, is issued under the provisions of Article 13. The commercial operation date of the Power Station or any Unit, as the case may be, shall be the date on which the Power Station or such Unit is deemed fit for generating electricity and supplying it to the Grid upon issuance of such

S.No.	Clause	Existing provision	Modification or clarification sought	Rationale for change	MSEDCL Response
					Completion Certificate or the Provisional Certificate (the "COD"). The Power Station or any Unit thereof shall enter into commercial service on COD whereupon the Supplier shall be entitled to demand and collect the Tariff in accordance with the provisions of Article 21. For the avoidance of doubt, the Parties expressly agree that if the Power Station or any Unit thereof, as the case may be, is ready for COD and Supplier has given due notice to the Utility but COD is delayed due to non-availability of transmission system, the Utility shall pay to the Supplier from the Scheduled Completion Date or the date notified by the Supplier for COD, whichever is later, an amount equal to 100% (hundred percent) of the Fixed Charges based on Normative Availability as Damages for a period till the time transmission system is made available.
6	Clause 14.2		Penalty of 0.5% of performance security per day of delay of more than 60 days vs. Clause 11.2.2 states Damages / penalty of 0.2% of performance security per day of delay of more than 180 days.		No change is proposed.
7	Clause 21.2.2 and Clause 21.2.3		The increase / decrease in Clause 21.2.2 and Clause 21.2.3 should be same		No change is proposed.
8	Clause 34.5		Protection of IRR should also be permitted along with NPV		No change is proposed.
9			What are the risk and payment obligations of transmission losses and charges?		Please refer clause 5.5 and Clause 5.6 of PSA
10			Can we have separate SPVs for Coal and Solar projects to avail the benefits available for such projects separately?		Yes, SPVs can be established for Coal and Solar projects. Please note the change in clause 3.5(3) as under:

S.No.	Clause	Existing provision	Modification or clarification sought	Rationale for change	MSEDCL Response
					<p>A bidder which has been selected as successful Bidder based on this RfS can also execute the Project through a Special Purpose Vehicle (SPV) i.e. a Project company especially incorporated as a fully owned subsidiary Company (100% subsidiary) of the successful bidder for setting up of the Project which has to be registered under the Indian Companies Act, 2013, before signing of PPA. Further, the successful bidder shall ensure that its shareholding in the SPV (special purpose vehicle) / project company executing the PPA shall not fall below 51% (fifty-one per cent) at any time prior to 1 (one) year from the COD, except with the prior approval of MSEDCL. However, in case if Applicant is a single entity, the group company of the Applicant or group company of the promotor of the Applicant may be permitted to set up a SPV for implementing the Solar power project as required under the NIT and RfS.</p>
11			<p>Please provide detailed illustration for evaluation of bids stating bid parameters and parameters that are not to be quoted by the bidders. A locked excel sheet for bid evaluation may be provided to the bidders.</p>		<p>A locked Excel sheet for bid evaluation will be provided in due course.</p>
12			<p>Coal transportation is considered only by rail mode. Please clarify if transportation of coal through road/ RCR mode is also allowed. Please provide copy of draft Fuel Supply Agreement (FSA) for our reference</p>		<p>Road transportation if applicable upto nearest railway siding from the mine, must be included by the Bidder in the transportation cost. Bidder to mention the details of the Road Transportation (total distance km and total coal</p>

S.No.	Clause	Existing provision	Modification or clarification sought	Rationale for change	MSEDCL Response
					transportation cost (inclusive of taxes) as Rs .../tonne. Any road transportation other than specified above, if applicable, has to be borne by the Bidder Draft FSA is provided in the portal.
13	Clause 22.8.2		PSA specifies that in the event of any Fuel Shortage, the Fixed Charge payable for and in respect of any non-availability arising as a result thereof shall be equal to 70% of the Fixed Charge. Since the developer has no control over the supply of coal by CIL, entire Fixed Charge should be payable in the event of any Fuel Shortage.		No change is proposed.
14			Please clarify if LC & Escrow accounts will be in the same bank and if both are not in the same bank, then will there be an inter-bank agreement for smooth escrow operation?		
15			Please provide clarity on requirement of FGD for coal-based plant.		Coal-based power plants must install FGD systems by specific deadlines set by the Ministry of Power (MoP).
16			A mock e-reverse auction may be conducted to have better clarity on the auction process.		MSEDCL will endeavour to arrange mock auction on Bharat Portal prior to bid due date.
17			We understand that domestic equipment manufacturers don't have capability to supply coal-based power equipment within the given time frame. Will the custom duties be available as change in law during PPA operation?		Please refer clause 21.9.1 and Article 34
RfQ					
18	Clause 1.2.9		Coal transportation and transit losses – do these have to be considered while bidding or these will be provided as adjustment to the quoted tariffs? Also, cap on Fuel Charge should also be equal to 70%, like that on Fixed Charge.		Please refer Appendix – I Letter comprising the Bid in RfP.

Bidder 7: Queries Response

1. Kindly clarify the participation of the entity from coal based power generating station or Solar power plant separately. We request to consider power procurement from coal based generating stations & solar separately instead of clubbing it together.

Response: No change is proposed

2. The procurement of 1600 MW coal-based power from single entity (IPP) is restricting the competition and hence to provide fair chance of participation to bidders, it is requested to revise the minimum ceiling quantum to 200 MW.

Response: No change is proposed.

3. The condition of 25 Years period for the Power purchase agreement should be reviewed and same may be considered up to 10 years to give fair chance to existing IPPs which are left with less than 25 years of useful life from the date of commencement of supply i.e. 1st April 2025.

Response: No Change is Proposed.