

APL – MSEDCL - Queries Reply: Bidding for Procurement of 1000 MW of electricity on medium-term basis

Sr. No.	Document	Clause No. and Existing Provision	Clarification Required	Suggested text for the Amendment	Rationale for Clarification or Amendment	MSEDCL REPLY
1	General		<p>Please Clarify, whether necessary approvals have been obtained from Hon'ble MERC towards power procurement under medium term and Deviations if any from the SBD.</p> <p>The APP floated dtd. 21.12.2024 is mix of Standard Bidding Document (SBD) dtd. 29.01.2019 and 19.12.2022. So, would request you to keep the APP in line with SBD dtd. 19.12.2022.</p>	<p>Please add various rules notified by Ministry of Power as per the SBD dtd 19.12.2022.</p>	<p>queries.</p>	<p>APP is aligned with SBD dated 19.12.2022 with following exception</p> <ol style="list-style-type: none"> 1. Change in law is not allowed. 2. Performance Security by Utility will not be furnished. 3. No Escrow account 4. No deed of hypothecation
2	RFQ	<p>1.1.3 (Pg. no 4)</p> <p>The selected Bidder (the "Supplier"/ "Selected Bidder") shall be responsible for financing, construction, operation and maintenance of the Project.</p>		<p>The selected Bidder (the "Supplier"/ "Selected Bidder") shall be responsible for financing, construction, operation and maintenance of the Project.</p>	<p>As the Utility is seeking power from operational Plants, hence financing & construction must not be involved.</p>	<p>Accepted</p>
3	RFQ	<p>1.2.1 (Pg. no 5)</p> <p>..... Prior to submission of the Application, the Bidder shall pay to the Utility a sum of Rs 6,00,000 (Rupees six Lakh only) plus applicable taxes as indicated above, as the cost of the Bidding Process.</p>	<p>Please clarify below:</p> <ol style="list-style-type: none"> 1) The applicable tax to be considered is 18% GST? 2) For processing the payment, please share the GST number, PAN number and cancel cheque or letter issued by bank confirming the bank details. 			<p>Cost of the bidding process- 1. 18% GST, 2. GST No. - 27AAECM2933K1ZB, PAN No. - AAECM2933K & Bank details attached.</p>
4	RFQ	<p>1.2.8 (Pg no 6)</p> <p>In terms of the RFP, a Bidder will be required to deposit, along with its Bid, a bid security of Rs 5,00,000 (Rupees five lakh) per MW of capacity offered by the Bidder (the "Bid Security"),</p>		<p>In terms of the RFP, a Bidder will be required to deposit, along with its Bid, a Bid security of Rs 2.5 lakh (Rupees two five lakh) per MW of capacity offered by the Bidder (the "Bid Security"),</p>	<p>Considering the financial stress the power companies are going through please reduce the bid security amount from Rs. 5 lakh to Rs. 2 lakh. Further, as per the SBD Utility in its discretion can reduce the bid security.</p>	<p>Bid security amount is reduced to Rs. 2 Lakhs/MW</p>
5	RFP	<p>1.1.3 (Pg. no 4)</p> <p>A Bidder is required to deposit, along with its Bid, a bid security of Rs. 5 lakh (Rupees five lakh) per MW of capacity offered by the Bidder (the "Bid Security"), refundable not later than 60 (sixty) days from the Bid Due Date</p>		<p>A Bidder is required to deposit, along with its Bid, a bid security of Rs. 2.5 lakh (Rupees five two lakh) per MW of capacity offered by the Bidder (the "Bid Security"), refundable not later than 60 (sixty) days from the Bid Due Date</p>		<p>Bid security amount is reduced to Rs. 2 Lakhs/MW</p>
6	RFQ	<p>1.2.9 (Pg.no 6)</p> <p>In e-Reverse Auction Stage, the lowest Bid received in the e-Tender Stage shall be displayed to the Bidders on the DEEP Portal and thereafter any subsequent lowest bid in e-Reverse Auction Stage on a real time basis. During the e-Reverse Auction Stage, the Bidders will have the option of reducing the Tariff in decrements of 1 (one) paise or multiples thereof and to increase/maintain the quantum quoted by them at e-Tender Stage by 1 MW or multiples thereof. At the end of the e-Reverse Auction, lowest bidder will be identified by the system, the system will check all bids received in e-Tender and e-Reverse Auction and identify the Bidder who has quoted the lowest Tariff therein ("Lowest Bidder").</p>	<p>Kindly confirm that the Total reduction in Tariff i.e. Base Fixed Charge and Base Variable Charges will be 1 paise while bidder reduces the Tariff during the reverse auction.</p> <p>Case1: total reduction in tariff will be 1 paise then reduction in Base Fixed Charge and Base Variable Charge shall be 0.5 paise each.</p> <p>Case2: reduction in Base Fixed Charge and Base Variable Charge will be 1 paise each then total reduction in tariff will be 2 paise. Kindly confirm which case is applicable.</p>			<p>Total reduction in Tariff by 1 paise</p>

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7	RFQ	1.2.10 (Pg. no 7) In the event that none of the other Qualified Bidders match the Bid of the Lowest Bidder, the Utility may, in its discretion, (i) allocate the remaining capacity, if any, after completion of L-1 Matching round to the Bidders at the Tariff quoted cumulative in e-Tender Stage and e-Reverse Auction Stage in the order as they were at the end of L-1 Matching round or (ii) invite fresh Bids from the remaining Qualified Bidders or (iii) annul the Bidding Process, as the case may be. Further, it is clarified that any single Bidder cannot quote part capacity from different power stations.	If the said clause is retained as it is then please clarify, if the company owns and operate more than one power station, then can the company offer power from more than one power station and same shall not be considered as conflict of interest In the event that none of the other Qualified Bidders match the Bid of the Lowest Bidder, the Utility may, in its discretion, (i) allocate the remaining capacity, if any, after completion of L-1 Matching round to the Bidders at the Tariff quoted cumulative in e-Tender Stage and e-Reverse Auction Stage in the order as they were at the end of L-1 Matching round or (ii) invite fresh Bids from the remaining Qualified Bidders or (iii) annul the Bidding Process, as the case may be. Further, it is clarified that any single Bidder cannot quote part capacity from different power stations.	To increase the participation in the tender which will lead to discovery of competitive tariff.	Accepted
8	RFQ	1.3 Schedule of Bidding Process (Pg no 8 - 9) 5. Last date and time of submission of Application and Bids (including Section A and Section B) – Bid Due Date : 16.01.2025 till 11.00 hrs 2.13 Bid Due Date (Pg no 27) 2.13.1 Applications should be submitted online latest by 11.00 hours IST on the Bid Due Date , at the DEEP Portal in the manner and form as detailed in this RFQ. 2.16 Opening and Evaluation of Applications (Pg no 28) 2.16.1 The Utility shall open the Applications at 12.00 hours IST on the Bid Due Date, at the place specified in Clause 2.12.3 and in the presence of the Bidders who choose to attend.		. Last date and time of submission of Application and Bids (including Section A and Section B) – Bid Due Date : 16.01.2025 till 11:00 16:00 hrs. 2.13 Bid Due Date (Pg no 27) 2.13.1 Applications should be submitted online latest by 11:00 16:00 hours IST on the Bid Due Date, at the DEEP Portal in the manner and form as detailed in this RFQ. 2.16 Opening and Evaluation of Applications (Pg no 28) 2.16.1 The Utility shall open the Applications at 12:00 17:00 hours IST on the Bid Due Date, at the place specified in Clause 2.12.3 and in the presence of the Bidders who choose to attend.	We request to extend the time till 1600 hrs for effectively utilizing the Bid due date. Further, consequent changes to change in bid due date	No Change
9	RFQ	1.4 Pre-Bid Meeting (Pg no 9) Date: 27.12.2024 Time: 11.00 am Venue: Office of the Chief Engineer, Power Purchase, 5th floor, Prakashgad, Bandra (East).		1.4 Pre-Bid Meeting Date: 27.12.2024 Time: 11.00 am Venue: Online and Office of the Chief Engineer, Power Purchase, 5th floor, Prakashgad, Bandra (East).	We would request you to kindly arrange the Pre-Bid meeting via online mode as well, which would be much more efficient & time saving and for wider participation. So, we request you to kindly arrange the pre-meeting via hybrid mode i.e., online mode and physical mode	NA
10	RFQ	2.2.1 (Pg. no 10) For determining the eligibility of Applicants for their pre-qualification hereunder, the following shall apply: (b) The Bidder should either be the owner and operator of the Power Station from where electricity shall be supplied;	The bidder understands that different power stations owned & operated by a Company and the subsidiary of the Company are allowed to participate in the Bidding process. For example: Power Stations X and Y are owned & operated by ABC Ltd. Further, EFG Ltd. is a 100 subsidiary of ABC Ltd. Then can ABC Ltd. submit two separate bids from Power Station X and Y respectively and EFG Ltd., offering its own power, can also participate. Further, EFG Ltd. will be using the Financial strength of ABC Ltd. to participate in the tender where ABC Ltd being associate of EFG Ltd. Also, confirm there shall be no conflict of interest.			1. ABC Ltd can submit two separate bids for two separate power stations X and Y. 2. Subsidiary EFC Ltd can submit separate bid except for the power stations X and Y

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11	RFQ	2.2.1 (Pg. no 10) For determining the eligibility of Applicants for their pre-qualification hereunder, the following shall apply: (d) the Power Station has access to an assured supply of Fuel; and	Please clarify below points: 1. In case the power station has LoA/FSA, then it will be considered as assured supply of fuel? 2. We understand that Utility shall issue the requisite formats / certificates to coal companies towards commencement / usage of coal to Developer for onwards submission to CIL or its subsidiaries. 3. We understand that the Power Station which have Shakti B(iii) Linkages are allowed to participate in the tender process			1. Yes 3. Yes 2. Yes
12	RFQ	APPENDIX I Letter Comprising the Application for Pre-Qualification to be uploaded during e-Tender Stage (Pg. no 38) 19. (I/We hereby undertake that in the event the Bidder is selected as the Selected Bidder, I/We shall surrender the proportionate quantity of any existing Letter of Assurance /Fuel Supply Agreement to the supplier of the coal, not being the Letter of Assurance/ Fuel Supply Agreement arranged by the Utility, corresponding to the tenure of the Letter of Assurance /Fuel Supply Agreement arranged by the Utility.)\$		19. Omitted (I/We hereby undertake that in the event the Bidder is selected as the Selected Bidder, I/We shall surrender the proportionate quantity of any existing Letter of Assurance /Fuel Supply Agreement to the supplier of the coal, not being the Letter of Assurance/ Fuel Supply Agreement arranged by the Utility, corresponding to the tenure of the Letter of Assurance /Fuel Supply Agreement arranged by the Utility.)\$	As the responsibility of arranging the fuel lies with bidder. So, the same needs to be omitted.	Accepted
13	RFQ	ANNEX II Technical Capacity of Bidder (Pg no. 41- 44) Certificate from the Statutory Auditor regarding Eligible Projects		Kindly allow for issuance of certificate as per the ICAI guidelines.	This certificate format is not as per ICAI guidelines. Thus, statutory auditor will not be able to provide the certificate in the same format.	Accepted
14	RFQ	ANNEX V Particulars of the Power Station (Pg no. 48) 5. Details of surplus capacity (in MW):	We understand that the detail of the surplus capacity is on 01.04.2025. Please clarify.			Yes
15	RFP	2.19.2 Bid Security can also be in the form of a demand draft issued by a Scheduled Bank in India, drawn in favour of the Utility and payable at [Delhi] (the "Demand Draft") or may be payable online to Utility through NEFT/IMPS/RTGS payment. The Utility shall not be liable to pay any interest on the Bid Security deposit so made and the same shall be interest free.	Please confirm that Draft shall be payable at Delhi or Mumbai.			At Mumbai
16	RFP	Clause 4.3 During the e-Reverse Auction Stage, the Bidders will have the option of reducing the Tariff quoted by them at e-Tender Stage in their Bids in decrements of 1 (one) paise or multiples thereof and to increase/maintain the quantum of capacity quoted by them at e-Tender Stage by 1 MW or multiples thereof.	We understand that at the time of e-RA, Bidders can reduce any / all components of Tariff i.e., Base Fixed charge and / or Base variable Charge towards cost of Fuel / generation. Please Clarify.			Total reduction in tariff by 1 paise. Base fix &/or Base Variables

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17	RFP	<p>APPENDIX – I Letter comprising the Bid</p> <p>A Tariff of Rs.....and paise.....\$ (Rupees.....and paise.....) per kWh comprising a Base Variable Charge of Rs.....and paise.....\$ (Rupeesand paise) per kWh including (i) Rs.....and paise...\$ (Rupees.....and paise....) per kWh as the cost of generation (ii) Rs.....and paise...\$ (Rupees.....and paise....) per kWh as the cost of transmission charge and (iii) Rs.....and paise...\$ (Rupees.....and paise....) per kWh as the cost of transmission loss and (iv) Rs.....and paise.....\$ (Rupees.....and paise.....) per kWh as trading margin and a Base Fixed Charge of Rs.....and paise.....\$ (Rupees.....and paise) per kWh which is equal to the cost of generation.</p>	As per the SBD all the financial number need to be quoted in DEEP portal. So please clarify the that in the hard copy the bidder need not to fill any data related to Tariff.			As per RFP Article-2 /Hardcopy is required
18	RFP	<p>Bid Security Appendix II and Performance Security</p> <p>1. for the Project (hereinafter referred to as the "Project") pursuant to the Bidding Document dated issued in respect of the Project and other related documents including without limitation the draft agreement</p>	Please clarify what needs to be mentioned in the blank i.e. name of the project.	<p>"Notwithstanding anything contained herein,</p> <p>i) Our liability under this Bank Guarantee shall not exceed Rs. _____ (Rupees _____ only);</p> <p>ii) This Bank Guarantee shall be valid upto [the Expiry Date of the Guarantee] only; and</p> <p>iii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before, if no written claim or demand is received by us within the aforesaid period then all your rights under this Bank guarantee shall stand extinguished and we shall be discharged of all liabilities under this Bank Guarantee thereafter.</p> <p>iv) This bank guarantee is subject to the ICC uniform rules for demand guarantees (ICC publication no. 758) and shall be governed by and construed in all respects, in accordance with the laws of India</p>	Following to be added in the Bid Security format as the Bank Guarantee formed needs to have the mentioned clause as same is mandatory for banks to have it.	The format is as per SBD dated 19.12.2022
19	RFP	<p>APPENDIX III Power of Attorney for signing of Bid</p> <p>..... connection with or incidental to submission of our Bid for the ***** Project proposed or being developed by the ***** (the "Utility") including but not limited to signing and submission of all applications.....</p>	Please clarify what needs to be mentioned in place of "*****".			Project Name & Utility Name Respectively

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20	Draft APP	Recital (Pg no - 1) WHEREAS: Recital (Pg no - 1) WHEREAS: A. The Utility had resolved to procure electricity from a power generating station that would dedicate a contracted capacity of *** MW for production of electricity and supply thereof to the Utility on finance, own and operate (the "FOO") basis, in accordance with the terms and conditions to be set forth in an agreement for procurement of power to be entered into under and in accordance with the provisions of the Electricity Act, 2003.	Please clarify the Auxiliary consumption to be considered for computation of Gross Capacity from Contracted Capacity.	A. The Utility had resolved to procure electricity from a power generating station that would dedicate <u>for</u> a contracted capacity of *** MW <u>at the Delivery Point</u> for production of electricity and supply thereof to the Utility on finance, own and operate (the "FOO") basis, in accordance with the terms and conditions to be set forth in an agreement for procurement of power to be entered into under and in accordance with the provisions of the Electricity Act, 2003	The proposed changes is to bring in the clarity that Contracted Capacity in net capacity at Delivery Point and not gross capacity.	As per SBD dated 19.12.2022
21	Draft APP	1.2 Interpretation (Pg no 4) (k) reference to a "business day" shall be construed as reference to day (other than a Sunday) on which banks in the State where the utility is situated are generally open for business;		(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 <u>Power Station</u> is situated are generally open for business;	The proposed changes are in line with SBD dtd. 19.12.2022.	No Change
22	Draft APP	1.2 Measurements and arithmetic conventions (Pg no 6) All measurements and calculations shall be in the metric system and calculations done to 2 (two) decimal places, with the third digit of 5 (five) or above being rounded up and below 5 (five) being rounded down.		All measurements and calculations shall be in the metric system and calculations done to 2 (two) 3 (three) decimal places , with the third fourth digit of 5 (five) or above being rounded up and below 5 (five) being rounded down.		Accepted
23	Draft APP	3.1 The Procurement Contract (Pg. no 10) 3.1.1 Provided that at any time 3 (three) months, prior to the expiry of the Contract Period specified hereinabove, the Parties may with mutual agreement extend the Contract Period for such further period as they may determine, but not exceeding two years.		Provided that at any time 3 (three) months, prior to the expiry of the Contract Period specified hereinabove, the Parties may with mutual agreement extend the Contract Period for such further period as they may determine, but not exceeding two years.	The provision related to extension in contract period should be deleted as Fuel Supply Agreement (FSA) does not have any provision related to extension in FSA in line with extension in contract period of APP.	Not applicable as per SBD dt. 19.12.2022
24	Draft APP	4.1.2 (Pg no 11)		Additional Clause: <u>(g) Make an application before appropriate authority for grant of General Network Access (GNA) / T-GNA for carrying electricity beyond the Delivery Point till drawl point.</u>	Provision (g) has been added in light of the General Network Access (GNA) Regulation issued by Hon'ble CERC, where in only Buyer/Utility/ Beneficiary can seek GNA	No Change (Already in 6.1.1)
25	Draft APP	4.2 Damages for delay by the Utility (Pg no 14 – 15) 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, 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 of 20% (twenty per cent) of the Performance Security.		(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, 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) 0.5% (zero point five per cent) of the Performance Security for each day's delay until the fulfilment of such Conditions Precedent, subject to a maximum of 20% (twenty per cent) of the Performance Security and upon making such maximum, the Supplier may at its sole discretion, terminate this Agreement	The proposed changes are in line with SBD dtd. 19.12.2022.	Accepted

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26	Draft APP	<p>4.4 Deemed Termination upon delay (Pg. no 15)</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, 120 (one hundred twenty) days from 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 Agreement for Procurement of Power 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, 120 (one hundred twenty) days from the date of this Agreement or the extended period provided in accordance with this Agreement, all rights, privileges, claims and entitlements of the Supplier <u>and the Utility 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 parties, and the Agreement for Procurement of Power 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. Provided further that in the event the delay in occurrence of the Appointed Date is for reasons attributable to the Utility, the Performance Security given by the Utility shall be encashed and appropriated by the Supplier as Damages thereof.</u></p>		Accepted as per SBD dt. 19.12.2022
27	Draft APP	<p>4.5 Extension of Term of Agreement (Pg. no 15)</p> <p>In the event the damages are paid by the defaulting party as per provisions of clause 4.2 and 4.3 and the Agreement has not been terminated as per the provisions of Clause 4.4, the term of the Agreement shall be deemed to have been extended corresponding to the period of delay in fulfilment of conditions precedent. [For eg – If there is a delay of 15 days in the fulfilment of conditions precedent and the defaulting party has paid the applicable damages, the Appointed date shall start after 15 days from the originally stipulated Appointed Date.</p>		<p><u>Omitted</u> in the event the damages are paid by the defaulting party as per provisions of clause 4.2 and 4.3 and the Agreement has not been terminated as per the provisions of Clause 4.4; the term of the Agreement shall be deemed to have been extended corresponding to the period of delay in fulfilment of conditions precedent. [For eg – If there is a delay of 15 days in the fulfilment of conditions precedent and the defaulting party has paid the applicable damages; the Appointed date shall start after 15 days from the originally stipulated Appointed Date</p>	The said provision should be done away with as the defaulting party has paid the damages for the delay in completing the CP.	No change.
28	Draft APP	<p>5.1.4 (Pg no 16)</p> <p>.....</p> <p>Explanation: 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 the Contracted Capacity 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").</p>		<p>Explanation: 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 the Contracted Capacity over a period of one hour, after accounting for auxiliary consumption, and transmission losses upto the Point of Grid Connection 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").</p>	The proposed changes are in line with SBD dtd. 19.12.2022.	Accepted.

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29		<p>5.1.5 (Pg no 17) The Supplier shall, at its own cost and expense, in addition to and not in derogation of its obligations elsewhere set out in this Agreement:</p> <p>(a) make, or cause to be made, necessary applications to the relevant Government Instrumentalities with such particulars as may be required for..... (k) perform and fulfil its obligations under the Fuel Supply Agreement].</p> <p>5.2 Obligations relating to Project Agreements (Pg no 18) It is expressly agreed that the Supplier shall, at all times, be responsible and liable for all its obligations under this Agreement notwithstanding anything contained in the Project Agreements or any other agreement, and no default under any Project Agreement or agreement shall excuse the Supplier from its obligations or liability hereunder.</p>		<p>5.1.5 The Supplier shall, at its own cost and expense, in addition to and not in derogation of its obligations elsewhere set out in this Agreement: Omitted</p> <p>(a) make, or cause to be made, necessary applications to the relevant Government Instrumentalities with such particulars as may be required for..... (k) perform and fulfil its obligations under the Fuel Supply Agreement].</p> <p>5.2 Obligations relating to Project Agreements</p> <p>Omitted It is expressly agreed that the Supplier shall, at all times, be responsible and liable for all its obligations under this Agreement notwithstanding anything contained in the Project Agreements or any other agreement, and no default under any Project Agreement or agreement shall excuse the Supplier from its obligations or liability hereunder.-----</p>	<p>The proposed changes are in line with SBD dtd. 19.12.2022.</p>	<p>Changes are done in line with SBD dt. 19.12.2022</p>
30	Draft APP	<p>5.3 Obligations relating to Change in Ownership (Pg no 18) The Supplier shall not undertake or permit any Change in Ownership, except with the prior written approval of the Utility.</p>		<p>The Supplier shall not undertake or permit any Change in Ownership, except with the prior written approval of the without giving prior information to Utility.</p>	<p>The proposed changes are in line with SBD dtd. 19.12.2022</p>	<p>Accepted</p>
31	Draft APP	<p>5.4 Obligations relating to operation of the Power Station 5.4.1 The Supplier shall [ensure that the Developer shall if Supplier is a Trading provisions of the Act. 5.4.2 The Supplier shall [enter if Supplier is NOT a Trading Licensee, or cause the Developer to enter if, under and in accordance with Applicable Laws.</p>		<p>5.4 Obligations relating to operation of the Power Station 5.4.1 Omitted The Supplier shall [ensure that the Developer shall if Supplier is a Trading provisions of the Act. 5.4.2 Omitted The Supplier shall [enter if Supplier is NOT a Trading Licensee, or cause the Developer to enter if, under and in accordance with Applicable Laws.</p>	<p>The proposed changes are in line with SBD dtd. 19.12.2022</p>	<p>Changes are done in line with SBD dt. 19.12.2022</p>
32	Draft APP	<p>5.5 Obligations relating to SLDC and RLDC charges (Pg no 18) 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.</p>		<p>The Supplier shall be liable for payment of all the charges, due and payable under Applicable Laws by the Supplier to the SLDC of the state other than the state where the Utility is located and RLDC for and in respect of all its supplies to the Utility.</p>	<p>The clause needs to be modified as the Delivery point for supply of electricity is Nearest interconnection point of the Power Station with the CTU System.</p>	<p>Modified clause will be as follows: 5.5 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 respective SLDC and/or respective RLDC (as the case may be) for and in respect of all its supplies to the Utility."</p>
33	Draft APP	<p>9. PERFORMANCE SECURITY BY THE SUPPLIER AND THE UTILITY (Pg no – 28- 29)</p>			<p>The proposed changes are in line with SBD dtd. 19.12.2022</p>	<p>Performance Security by Utility will not be furnished. Letter of Credit will be furnished.</p>
34	Draft APP	<p>10.1 Contracted Capacity (Pg. 30) Pursuant to the provisions of this Agreement, the Supplier shall dedicate a generating capacity of _____MW to the Utility as the capacity contracted hereunder and the Contracted Capacity shall at all times be operated and utilised in accordance with the provisions of this Agreement.</p>		<p>Pursuant to the provisions of this Agreement, the Supplier shall dedicate a generating capacity of _____MW to the Utility as the capacity contracted hereunder and the Contracted Capacity shall at all times be operated and utilised in accordance with the provisions of this Agreement.</p>	<p>The proposed changes is to bring in the clarity that Contracted Capacity in net capacity at Delivery Point and not gross capacity.</p>	<p>Accepted</p>

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35	Draft APP	<p>Clause 10.2 Despatch of unutilised Contracted Capacity (Pg. no 30)</p> <p>In the event that the Utility does not require the supply of the whole or part of the Contracted Capacity for a continuous period of 24 (twenty four) hours or more, it may, by a notice of at least 72 (seventy two) hours prior to such period, specify the reduction in dispatch of the Contracted Capacity and for such reduction in supply, it shall be entitled to a rebate equal to 25% (Twenty Five percent) of the Fixed Charge payable for Availability thereof and the waived Fixed Charge under Clause 10.2.2. Provided, however, that any reduction in supply under Clause 10.2.1 shall be uniform for a block of at least 24 (twenty four) hours and shall not vary between Peak Hours and Off-Peak Hours.</p>	<p>If there is any upward revision proposed by the Utility and the Supplier is not able to supply the power due to power sold in open market then original availability will be considered by the Utility for calculating the Normative Availability. PI confirm.</p> <p>Further, If Utility confirms the schedule for 60% of the contracted capacity but it does the downward revision to 50% then the Utility will be liable for payment of Full Fixed Charge instead of 25% rebate on fixed charge. Kindly confirm.</p>			Changes are done in line with SBD dt. 19.12.2022
36	Draft APP	<p>10.3 (Pg no – 30)</p> <p>In the event the Availability of the Power Station is reduced on account of scheduled maintenance, unscheduled maintenance, delay in commercial operation, shortage of Fuel 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, Provided further that such supply of electricity from any alternative source shall be limited to 180 (one eighty) days at a time and 365 (three hundred and sixty five) days for the entire Contract Period. For the avoidance of doubt, the Parties agree that in the event the Utility rejects any supply of electricity offered hereunder from an alternative source, the Supplier shall be deemed to be in compliance with this Agreement for the purpose of determination of Availability and payment of Fixed Charge.</p>		<p>In the event the Availability of the Power Station is reduced on account of scheduled maintenance, unscheduled maintenance, delay in commercial operation, shortage of Fuel 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, and such supply shall, for payment of Fixed Charge and Variable Charge, be deemed to be supply under and in accordance with the provisions of this Agreement. Provided further that such supply of electricity from any alternative source shall be limited to 180 (one eighty) days at a time and 365 (three hundred and sixty five) days for the entire Contract Period. For the avoidance of doubt, the Parties agree that in the event the Utility rejects any supply of electricity offered hereunder from an alternative source, the Supplier shall be deemed to be in compliance with this Agreement for the purpose of determination of Availability and payment of Fixed Charge. ...</p>	<p>As the Utility is not liable to pay any extra cost for such procurement of power under alternate source and all such liabilities shall remain with the Supplier. So, the restriction imposed on the number of days for power supply to Utility under alternate source shall be removed.</p>	Changes are done in line with SBD dt. 19.12.2022
37	Draft APP	<p>10.6 (Pg no – 31)</p> <p>The Supplier shall ensure the uniform Availability of the Power Station on round the clock basis except due technical constraints. The Utility may opt for a lower capacity requirement during pre-specified hours based on the Day Ahead requisition submitted by Utility. The Power will be scheduled under GNA and TGNA based on the requirement of Utility. In case Supplier being Trader and if power is not scheduled under GNA then Trader shall schedule Power under TGNA as per requirement of Utility and pay requisite TGNA charges which will be reimbursed by Utility along with Monthly Invoice payment.</p>		<p>The Supplier shall ensure the uniform Availability of the Power Station on round the clock basis except due technical constraints. The Utility may opt for a lower capacity requirement during pre-specified hours based on the Day Ahead requisition submitted by Utility. The Power will be scheduled under GNA and TGNA based on the requirement of Utility. In case Supplier being Trader and if power is not scheduled under GNA then Trader shall schedule Power under TGNA as per requirement of Utility and pay requisite TGNA charges which will be reimbursed by Utility along with Monthly Invoice payment. <u>Utility shall ensure that it will not offtake power lower than the technical minimum requirement of the plant.</u></p>	<p>Supplier cannot run the Unit below its technical minimum requirement. So, Utility shall ensure offtake up to technical minimum requirement.</p>	As per SBD dated 19.12.2022

Sr. No.	Document	Clause No. and Existing Provision	Clarification Required	Suggested text for the Amendment	Rationale for Clarification or Amendment	MSEDCL REPLY
38	Draft APP	11.4.3 (Pg no – 35) Pursuant to the provisions of Clause 11.4.4, the Supplier shall not, for and in respect of any day, be entitled to receive payment of Fixed Charge for Availability exceeding 85% (eighty five per cent) thereof, and in the event it supplies electricity to the Utility in excess of such 85% (eighty five per cent), such excess supply shall be eligible only for payment of Variable Charge.	If the said clause is retained as it is, then Please clarify below points: 1. The billing of Fixed charges for a particular month shall be on cumulative availability basis till that month. Example: Suppose availability for the month of April is 100% and for the month of May it is 70%, then fixed charges payable for the month of May shall be on cumulative availability of 85% ((100 + 70)/2). 2. The annual reconciliation of Availability is done for the purpose of payment of Fixed Charges to the supplier.	Pursuant to the provisions of Clause 11.4.4, the Supplier shall not, for and in respect of any day, be entitled to receive payment of Fixed Charge for Availability exceeding 85% (eighty five per cent) thereof, and in the event it supplies electricity to the Utility in excess of such 85% (eighty five per cent), such excess supply shall be eligible only for payment of Variable Charge. Provided that the Availability to be considered for calculation of Fixed Charges shall be reconciled annually on cumulative basis.		1. The billing of Fixed charges for a particular month shall be on cumulative availability basis till that month. 2. Changes are done as per SBD dt. 19.12.2022
39	Draft APP	11.4.4(Pg no – 35) In the event that any shortfall in supply of electricity to the Utility occurs on..... The Parties further agree that any and all revenues received from Buyers shall be applied first towards reduction of Fixed Charge payable by the Utility hereunder and only the balance remaining shall be appropriated by the Supplier.		In the event that any shortfall in supply of electricity to the Utility occurs on..... The Parties further agree that any and all revenues received from Buyers shall be applied first towards reduction of Fixed Charge payable by the Utility hereunder and only the balance remaining shall be appropriated by the Supplier.	The proposed changes are in line with SBD dtd. 19.12.2022.	Changes are done as per SBD dt. 19.12.2022
40	Draft APP	11.4.5 (Pg no – 35) Omitted.		11.4.5 <u>In the event that any shortfall in supply of electricity to the Utility occurs on account of shortage of Fuel, Availability shall be deemed to be reduced in accordance with the provisions of Clause 11.5.3. Provided, however, that the Non-Availability arising as a consequence of shortage of Fuel caused by any event of Force Majeure shall, for the purpose of payment of Fixed Charge, be deemed to be availability to the extent of 30% (thirty per cent) of the Non-Availability hereunder.</u>	As per the RFQ Supplier has access to assured fuel supply i.e. Fuel Supply Agreement (FSA) and if there is any shortfall in coal supply against the FSA same is beyond the control of the Supplier, hence Supplier should be compensated against such shortfall.	Deleted as per amendmend dated 12.05.2023
41	Draft APP	11.5.5 (Pg no – 31) In the event that any shortfall in supply of electricity to the Utility occurs on account..... or Developer through the Supplier if Supplier is a Trading Licensee]to the Utility forthwith.		In the event that any shortfall in supply of electricity to the Utility occurs on account..... or Developer through the Supplier if Supplier is a Trading Licensee]to the Utility forthwith. Provided that where the Fuel is being supplied under allocated coal linkage, the Supplier shall have an option to arrange the Fuel from an alternate source. The Utility shall be intimated if the increase in Variable Charge is greater than 30 % (thirty percent). Provided that if the Utility does not schedule the power, the Supplier shall have the option to offer such power in the power exchange. Provided further that compliance of any order issued by the central government in respect of blending of imported fuel shall be binding on the parties. Provided also that in case of shortage of linkage coal and the Supplier arranges coal from alternate sources, the Energy Charge shall be calculated as per methodology specified in Schedule F.	The proposed changes are in line with SBD dtd. 19.12.2022.	Changes are done as per SBD dt. 19.12.2022

Sr. No.	Document	Clause No. and Existing Provision	Clarification Required	Suggested text for the Amendment	Rationale for Clarification or Amendment	MSEDCL REPLY
42	Draft APP	11.6.1 (Pg no – 36) Omitted.		<i>In the event that the Availability in any month exceeds the Normative Availability, the Supplier shall, 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 Power Station. For the avoidance of doubt and by way of illustration, in the event the Availability in any month shall exceed the Normative Availability by 3% (three per cent) of the Contracted Capacity but the Despatch during that month shall exceed 1% (one per cent) of the Contracted Capacity, the Incentive payable hereunder shall be restricted to such 1% (one per cent) only.</i>	Supplier should be incentivized for making the capacity available above the normative availability,	Incentive is not payable as per SBD dt. 19.12.2022
43	Draft APP	11.6.3 (Pg no – 37) The Parties expressly agree that within 30 (thirty) days of the close of every Accounting Year, the cumulative monthly Availability for such year shall be determined and the Incentive or Damages, as the case may be, shall be computed with reference to the Normative Availability for that year. The amount so arrived at shall be adjusted against the Incentives or Damages determined for the respective months of the year and the balance remaining shall be adjusted in the following Monthly Invoice.		The Parties expressly agree that within 30 (thirty) days of the close of every Accounting Year, the cumulative monthly Availability for such year shall be determined and the Incentive or Damages and Fixed Charges , as the case may be, shall be computed with reference to the Normative Availability for that year. The amount so arrived at shall be adjusted against the Incentives or Damages determined for the respective months of the year and the balance remaining shall be adjusted in the following Monthly Invoice. However, it is clarified that no Damages shall be payable for reduction in Availability on account of deficiency in intra-state transmission system and shortage of fuel.	Supplier should not be liable to pay damages in case of shortage of fuel as both is beyond control of Supplier. Also, as the Incentive and Damages are getting reconciled, similarly Fixed Charges should also be reconciled.	Changes are done as per SBD dt. 19.12.2022
44	Draft APP	11.8.1 (Pg no – 37) The Parties expressly agree that the Tariff shall be inclusive of all taxes and duties, save and except the taxes and duties specified in Clause 11.8.2. It is further agreed that the Supplier shall pay all taxes and duties, including the taxes and duties specified in Clauses 11.8.2, in accordance with Applicable Laws.		The Parties expressly agree that the Tariff shall be inclusive of all taxes and duties, save and except the taxes and duties specified in Clause 11.8.2. It is further agreed that the Supplier shall pay all taxes and duties, including the taxes and duties specified in Clauses 11.8.2, in accordance with Applicable Laws.. For avoidance of doubt, it is clarified that the Tariff quoted is inclusive of all the Taxes & Duties, 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 clause need to be modified to take care any change in Tax & Duties after Bid due date.	No change

Sr. No.	Document	Clause No. and Existing Provision	Clarification Required	Suggested text for the Amendment	Rationale for Clarification or Amendment	MSEDCL REPLY
45	Draft APP	11.8.2 (Pg no 37) The Tariff and Incentives payable by the Utility under this Article 11 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.	Please clarify the quoted tariff should be inclusive of Taxes & Duties?	11.8.2 The Tariff and Incentives payable by the Utility under this Article 11 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-- <u><i>inclusive of taxes on input such as Service Tax, Value Added Tax or General Sales Tax, Custom Duty on Fuel or any replacement thereof, if applicable. For avoidance of doubt, it is clarified that the Tariff quoted is inclusive of all the above 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, the Tariff and incentive payable by the Utility under this Article 11 shall be exclusive of taxes applicable on sale / production of electricity /output such as any Service Tax, Electricity Duty, Value Added Tax or General Sales Tax shall be paid by the Supplier and reimbursed by the Utility upon submission of necessary particulars by the Supplier.</i></u>	The clause needs to be modified so the bidders have the clarity with regards to Taxes & Duties.	Revised Clause 11.8.2 is as follows: " 11.8.2 The Tariff payable by the Utility under this Article 11 shall be exclusive of Goods and Service Tax, Electricity Duty, Value Added Tax or Goods and Service Tax, Custom Duty on Fuel or any replacement thereof, if applicable, and any Goods and Service Tax, Electricity Duty, Value Added Tax or Goods and Service Tax and Custom Duty on fuel thereon shall be paid by the Supplier "
46	Draft APP	11.9.1 (Pg no – 37) Commencing from the month following the month in which the Appointed Date 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 Variable 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.	Please clarify the following points: 1. For the purpose of claiming the Fixed Charges, billing to be done based on cumulative availability from 1st April till the last day of the billing month. 2. We understand that bills would be raised based on daily schedule published on RLDC website.			1. Yes. For the purpose of claiming the Fixed Charges, billing to be done based on cumulative availability from 1st April till the last day of the billing month. 2.Yes. The bills should be raised based on daily schedule published on RLDC /SLDC website, as applicable.
47	Draft APP	11.9.2 (Pg no – 38) (e) detailed calculations of the Variable Charge, in respect of the electricity dispatched, computed in accordance with Article 12; (f) detailed calculations of the Damages in accordance with the provisions of Clause..... (i) details in respect of Damages payable in accordance with the provisions of this Agreement;	As per our understanding below calculation is to be submitted under the said requirement: Units Supplied in a Month in kWh x cost of Variable charge in Rs/kWh. Please Clarify	..... (e) detailed calculations of the Variable Charge, in respect of the electricity dispatched, computed in accordance with Article 12; (f) detailed calculations of the <u><i>Incentives and/or</i></u> Damages in accordance with the provisions of Clause..... (i) details in respect of Damages <u><i>or Incentives</i></u> payable in accordance with the provisions of this Agreement;	Supplier should be incentivized for making the capacity available above the normative availability,	No change

Sr. No.	Document	Clause No. and Existing Provision	Clarification Required	Suggested text for the Amendment	Rationale for Clarification or Amendment	MSEDCL REPLY
48	Draft APP	<p>11.10.1 (Pg no – 38)</p> <p>..... 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>11.10.2 If any amount is payable by either Party to the other Party upon determination of a dispute regarding any Disputed Amount under the Dispute Resolution Procedure, such amount shall be deemed to be payable on the date when it first became due under this Agreement, and interest for the period of delay shall be due and payable at the rate specified in Clause 25.4.</p>	Please share the applicable rule issued by Ministry of Power.	<p>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 <u>and provisions of the applicable rules issued by the Ministry of Power, as amended from time to time, shall be applicable on such delayed payments.</u> 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>11.10.2 If any amount is payable by either Party to the other Party upon determination of a dispute regarding any Disputed Amount under the Dispute Resolution Procedure, such amount shall be deemed to be payable on the date when it first became due under this Agreement, and interest for the period of delay shall be due and payable at the rate specified in Clause 25-4: <u>provisions of the applicable rules issued by the Ministry of Powers, as amended from time to time, shall be applicable on such amounts.</u></p>	The proposed changes are in line with SBD dtd. 19.12.2022.	<p>Revised Clause 11.10.1 is as follows: "11.10.1 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>2. Cl. 11.10.2 is as per SBD dt. 19.12.2022</p>
49	Draft APP	<p>11.11 Discount for early payment (Pg no 39)</p> <p>The Parties expressly agree that in the event the Utility pays the billed amount within the periods as specified below, it shall be entitled to deduct specified percentage of the amount by way of discount for early payment:</p> <p>(i) Upto 5 days from the date of submission of the invoice - 1.5%</p> <p>(ii) Upto - 10 days from the date of submission of the invoice - 1.4%</p> <p>(iii) Upto - 15 days from the date of submission of the invoice - 1.3%</p> <p>(iv) Upto - 20 days from the date of submission of the invoice - 1.2%</p> <p>(v) Upto - 25 days from the date of submission of the invoice - 1.1%</p> <p>(vi) Upto - 30 days from the date of submission of the invoice - 1.0%</p>		<p>The Parties expressly agree that in the event the Utility pays the billed amount within the periods as specified below, it shall be entitled to deduct specified percentage of the amount by way of discount for early payment:</p> <p>(i) Upto 5 days from the date of submission of the invoice - 1.5%</p> <p>(ii) Upto - 10 days from the date of submission of the invoice - 1.4%</p> <p>(iii) Upto - 15 days from the date of submission of the invoice - 1.3%</p> <p>(iv) Upto - 20 days from the date of submission of the invoice - 1.2%</p> <p>(v) Upto - 25 days from the date of submission of the invoice - 1.1%</p> <p>(vi) Upto - 30 days from the date of submission of the invoice - 1.0%</p>	The graded discount system does not encourage Utility to make the payment within 5 days after the receipt of the bill as by paying bills on 30 th days they can claim 1% discount. So, discount for early payment should be only applicable if the payment is made within 5 days.	NO CHANGE
50	Draft APP	<p>13.2.1 (Pg no – 42)</p> <p>The Utility shall, no later than 30 (thirty) days prior to the likely date of the Appointed Date, provide to the Supplier, an unconditional, revolving and irrevocable letter of credit for an amount equivalent to the Minimum Monthly Payment (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-E and shall come into effect on the Appointed Date, and shall be modified once every year to reflect the revision in Monthly Payment in accordance with the provisions of this Agreement.</p>		<p>The Utility shall, no later than 30 (thirty) days prior to the likely date of the Appointed Date, provide to the Supplier, an unconditional, revolving and irrevocable letter of credit for an amount equivalent to <u>Twice</u> the Minimum Monthly Payment Invoice (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-E and shall come into effect on the Appointed Date and shall be modified once every year to reflect the revision in Monthly Payment in accordance with the provisions of this Agreement.</p>	Since billing is on monthly basis and payment due date is 30 days after billing date. Hence by the time first payment is due the supplier has already supplied power for almost two months; hence the value of LC must be of an amount equivalent to twice the Monthly Invoice.	Done as per SBD dated 19.12.2022

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51	Draft APP	13.2.2 to 13.5 (Pg no - 44)			Please align the said provision in line with SBD dtd. 19.12.2022.	Accepted. However, there is no Default Escrow arrangement.
52	Draft APP	16.1 Audited accounts (Pg no – 49)		16.1 Audited accounts	The Clause is relevant for long term PPAs. A supplier may have signed multiple medium term PPAs with different Procurers and each Procurer may have separate requirements, which for a Supplier would be difficult to fulfill.	No change
		16.2 Appointment of auditor (Pg no – 49)		16.2 Appointment of auditor	Further, it's not possible to provide the audited financial results by 30th May each year. It takes around 120 – 150 days. In light, of the above the provision 16.1 & 16.2 should be deleted.	
53	Draft APP	17.6 Allocation of costs arising out of Force Majeure (Pg no – 55) Upon occurrence of a Force Majeure Event after the Appointed Date, the Parties shall bear their respective Force Majeure Costs and neither Party shall be required to pay to the other Party any costs thereof.		Upon occurrence of a Force Majeure Event after the Appointed Date, <u>shall be allocated and paid as follows</u> <u>(a) upon occurrence of a Force Majeure Event as per clause 17.2, the Parties shall bear their respective Force Majeure Costs the Other events and neither Party shall be required to pay to the other Party any costs thereof;</u> <u>b) upon occurrence of a Other Events as per clause 17.3, all Force Majeure Costs attributable to such Other Events shall be reimbursed by the Utility to the Supplier.</u>	Any cost implication related to other Events should be reimbursed to Supplier by the Utility.	No change
54	Draft APP	Additional clause to be mentioned		<u>Clause to be added.</u> <u>17.9 Relief for Unforeseen Events</u>	Clause related to relief for unforeseen events needs to be added in line with SBD for FOO dtd. 29.01.2019.	Not Acceptable
55	Draft APP	18.2 Compensation for default by the Utility (Pg no – 57) In the event of the Utility being in material breach or default of this Agreement at any time after the Appointed Date, it shall, upon receipt of the demand supported by necessary particulars thereof, pay to the Supplier by way of compensation, all direct costs suffered or incurred by the Supplier as a consequence of such material breach or default; provided that no such compensation shall be payable for any material breach or default in respect of which Damages have been expressly specified in this Agreement. For the avoidance of doubt, compensation payable may include interest payments on debt, O&M Expenses and all other costs directly attributable to such material breach or default but shall not include loss on account of Tariff, revenues from sale of electricity to other Distribution Licensees and Buyers, and other revenues, debt repayment obligations, or any consequential losses.		In the event of the Utility being in material breach or default of this Agreement at any time after the Appointed Date, <u>then the recovery by the Supplier shall be made in accordance with the procedure provided in the applicable rules issued by the Ministry of Power, as amended from time to time.</u> it shall, upon receipt of the demand supported by necessary particulars thereof, pay to the Supplier by way of compensation, all direct costs suffered or incurred by the Supplier as a consequence of such material breach or default; provided that no such compensation shall be payable for any material breach or default in respect of which Damages have been expressly specified in this Agreement. For the avoidance of doubt, compensation payable may include interest payments on debt, O&M Expenses and all other costs directly attributable to such material breach or default but shall not include loss on account of Tariff, revenues from sale of electricity to other Distribution Licensees and Buyers, and other revenues, debt repayment obligations, or any consequential losses.	The proposed changes are in line with SBD dtd. 19.12.2022.	Done as per SBD dated 19.12.2022
56	Draft APP	Clause 19.3 Termination Payment (Pg. 61)		Clause 19.3 Termination Payment	Damages payable by either party to other party should	

Sr. No.	Document	Clause No. and Existing Provision	Clarification Required	Suggested text for the Amendment	Rationale for Clarification or Amendment	MSEDCL REPLY
		19.3.1 Upon Termination on account of a Supplier Default, the Supplier shall pay to the Utility, 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 Contracted Capacity was Available for such 6 (six) months from the date of Termination.		19.3.1 Upon Termination on account of a Supplier Default, the Supplier shall pay to the Utility, 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 Contracted Capacity was Available for such 6 (six) months from the date of Termination.	be equal.	Accepted
		19.3.2 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 3 (three) months as if the Contracted Capacity was Available for such 3 (three) months from the date of Termination.		19.3.2 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 3 (three) 6 (six) months as if the Contracted Capacity was Available for such 3 (three) 6 (six) months from the date of Termination.		
		19.3.3 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		19.3.3 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		
57	Draft APP	ARTICLE 21 CHANGE IN LAW (Pg no-65) Considering the Lumpsum Tariff option and Medium Term Bid is not Source or Fuel Specific hence Notwithstanding to anything contained in APP, Utility shall not accept any change in law claim		Considering the Lumpsum Tariff option and Medium Term Bid is not Source or Fuel Specific hence Notwithstanding to anything contained in APP, Utility shall not accept any change in law claim	As per the SBD change in law is irrespective of the type of bidding. So, Change In Law should be part of the APP in line with SBD dtd. 19.12.2022.	No Change
				<p><i><u>the Supplier suffers an increase in costs or reduction in net after-tax return or other financial burden, the aggregate financial effect of which exceeds 0.1% (zero point onepercent) of the Capacity Charge in any Accounting Year or 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 gain, the aggregate financial effect of which exceeds 0.1% (zero point one percent) of the Capacity Charge in any Accounting Year, the impact of Change in Law to be adjusted and recovered shall be computed in accordance with the procedure provided in the applicable rules issued by the Ministry of Power.</u></i></p> <p>21.3 No claim in the event of recovery from Buyers</p> <p><i><u>Notwithstanding anything to the contrary contained in this Agreement, the Utility shall not in any manner be liable to reimburse to the Supplier any sums on account of a Change in Law if the same are recoverable from the Buyers.</u></i></p> <p>21.4 Exclusions to the Change in Law <i><u>The term 'Change in Law' shall not include any change in any withholding tax on income or dividends distributed to the shareholders of the Seller.</u></i></p>		
58	Draft APP	25.4 Delayed payments (Pg no – 72)				

Sr. No.	Document	Clause No. and Existing Provision	Clarification Required	Suggested text for the Amendment	Rationale for Clarification or Amendment	MSEDCL REPLY
		The Parties hereto agree that payments due from one Party to the other Party under the provisions of this Agreement shall be made within the period set forth therein, and if no such period is specified, within 30 (thirty) days of receiving a demand along with the necessary particulars. Unless otherwise specified in this Agreement, in the event of delay beyond such period, the defaulting Party shall pay interest for the period of delay calculated at a rate lower of the one year Marginal Cost of Lending Rate (MCLR) of the State Bank of India (SBI) issued from time to time or actual rate of interest incurred on working capital by the supplier for the particular period and recovery thereof shall be without prejudice to the rights of the Parties under this Agreement including Termination thereof.		The Parties hereto agree that payments due from one Party to the other Party under the provisions of this Agreement shall be made within the period set forth therein, and <u>in the event of delay beyond such period the recovery thereof shall be in accordance with the applicable rules issued by the Ministry of Power, as amended from time to time. if no such period is specified, within 30 (thirty) days of receiving a demand along with the necessary particulars. Unless otherwise specified in this Agreement, in the event of delay beyond such period, the defaulting Party shall pay interest for the period of delay calculated at a rate lower of the one year Marginal Cost of Lending Rate (MCLR) of the State Bank of India (SBI) issued from time to time or actual rate of interest incurred on working capital by the supplier for the particular period and recovery thereof shall be without prejudice to the rights of the Parties under this Agreement including Termination thereof.</u>	The proposed changes are in line with SBD dtd. 19.12.2022.	Accepted
59	Draft APP	26.1 Definitions Change in Law means the occurrence of any of the following after the Bid Date: Taxes: means any Indian taxes including excise duties, customs duties, value added tax, sales tax, local taxes, cess			Please align the Definition of Change in law, Taxes etc in line with SBD dtd. 19.12.2022.	Accepted
60	Draft APP	Schedule B Performance Security (Pg no 85) 7. this Guarantee will remain in force for the period specified in paragraph 8 below and unless a demand or claim in writing is made by the Utility on the Bank under this Guarantee, no later than 6 (six) months from the date of expiry of this Guarantee, 11. This Guarantee shall come into force with immediate effect and shall remain in force and effect for a period of two years from the date hereof or until it is released earlier by the Utility pursuant to the provisions of the Agreement.		7. this Guarantee will remain in force for the period specified in paragraph 8 below and unless a demand or claim in writing is made by the Utility on the Bank under this Guarantee, no later than 6 (six) months from the date of expiry of this Guarantee, 11. This Guarantee shall come into force with immediate effect and shall remain in force and effect for a period of two years 6 months from the date hereof or until it is released earlier by the Utility pursuant to the provisions of the Agreement.	As per clause 9.1.1 Performance Security shall remain valid for a period of 6 months after the date of commencement of supply. But the provision related to validity in Scheule B is contradictory to clause 9.1.1. So, we request you to align the validity provision in line with clause 9.1.1.	No change
61	Draft APP	Schedule F METHODOLOGY FOR CALCULATION OF ECR FOR BLENDING WITH ALTERNATE SOURCES		Schedule F <u>METHODOLOGY FOR CALCULATION OF ECR FOR BLENDING WITH ALTERNATE SOURCES</u>	Kindly incorporate the Schedule – F as per SBD.	Accepted

DIL– MSEDCL - Queries Reply: Bidding for Procurement of 1000 MW of electricity on medium-term basis

Sr. No.	Ref. Clause	Clause Details	DIL Queries	MSEDCL Reply
1	2.1.5 of RfP	<i>The Bid should be furnished in the format at Appendix-I, clearly indicating the Bid amount in both figures and words, in Indian Rupees, and signed by the Bidder's authorized signatory. In the event of any difference between figures and words, the amount indicated in words shall be taken into account.</i>	We understand that the Bidder has to quote the tariff numbers only on the DEEP portal and not to be mentioned in the Appendix I. Kindly confirm the same.	Hard copy is also required
2	2.2.1 (d) & 2.12.2 (vi) of RFQ	2.2.1 (d) the Power Station has access to an assured supply of Fuel 2.12.2. (vi) a copy of Fuel Supply Agreement or equivalent arrangement for the Power Station	As per the said provisions, it appears that FSA/assured supply of fuel is a pre-requisite for eligibility of bidder. It is requested that power stations intending to obtain coal linkages under the Shakti B(iii) policy in future are also allowed to participate in the tender process, wherein bidders can submit a bid with an undertaking that fuel shall be arranged by the Supplier and it shall be the absolute responsibility of the Supplier to ensure fuel availability to meet the power requirement of the Utility.	Bidder can submit undertaking for fuel arrangement as per Annexure A
3	APPENDIX II of RfQ	.....incidental to submission of our application for pre-qualification and submission of our bid for the ***** Project proposed.....	Please clarify what needs to be mentioned in place of "*****".	Project from which supply will be offered at the bid price

IEPL– MSEDCL - Queries Reply: Bidding for Procurement of 1000 MW of electricity on medium-term basis

Sr. No.	Our Request	MSEDCL REPLY
1	the Minimum Bid Quantum for the participation in MSEDCL's tender is given as 100 MW. If it is reduced to 40 MW then Ideal Energy Projects Ltd (IEPL) (which is having 1X270 MW Coal Based Thermal Power Plant, near village Bela, Tah-Umred, Dist-Nagpur in the state of Maharashtra) can think of participating in the above said tender.	MINIMUM 50 MW IS ALLOWED

JIPL- MSEDCL - Queries Reply: Bidding for Procurement of 1000 MW of electricity on medium-term basis						
Sr. NO	Name of the Document	Clause no. and Existing Provision	Queries/Clarification required	Suggested text for the amendment	Rationale for clarification/ Amendment	MSEDCL REPLY
1	Bidding Document	General	Is there any deviation in the document from standard Bidding docume (SBD)? If yes then do Procure take approval from Appropriate Commission.	Nil		APP is aligned with SBD dated 19.12.2022 with following exception 1. Change in law is not allowed. 2. Performance Security by Utility will not be furnished. 3. No Escrow account 4. No deed of hypothecation
2		Clause 1.1.1 Delivery Point Plants located outside Maharashtra Maharashtra for plants located in Maharashtra	1. CTU for 2. STU of To maintain the parity, Delivery point shall be revised to Seller CTU Periphery	Clause 1.1.1 Delivery Point 1. Seller CTU Periphery	Capacity available with STU Connected IPPs in the state of Maharashtra is very less. Keeping two different Delivery point will discriminate the participation from CTU connected IPPs as they will be always on higher side in tariff due to the consideration of Transmission charges and Transmission losses in Tariff To bring more competition in the tender and for better realization of tariff the clause shall be amended suitably.	NO CHANGE
3		Clause 1.1.5 All Bidders shall indicate the particulars of the relevant Power Station in the form specified at Annex-V of Appendix-I and at National e-Bidding Portal ("DEEP Portal") developed by PFC consulting Ltd. Bidders may bid for the capacity specified in clause 1.1.1, or a part thereof, not being less than 50% (fifty percent) of such capacity or 100 (One Hundred) MW, whichever is lower. The remaining capacity, if any, may be procured from other Bidders who are willing to match the lowest Bid.	All Minimum capacity shall be reduced to 50 MW	Clause 1.1.5 All Bidders shall indicate the particulars of the relevant Power Station in the form specified at Annex-V of Appendix-I and at National E-Bidding Portal ("DEEP Portal") developed by PFC consulting Ltd. Bidders may bid for the capacity specified in clause 1.1.1, or a part thereof, not being less than 25% (twenty five percent) 50% (fifty percent) of such capacity or 50 (fifty) 100 (One Hundred) MW, whichever is lower. The remaining capacity, if any, may be procured from other Bidders who are willing to match the lowest Bid.	There are several bidders who have available capacity less than 100 MW and to increase the competition and better tariff realization for MSEDCL, minimum capacity shall be reduced to 50 MW	MINIMUM 50 MW IS ALLOWED
4	RFQ	Cl. 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 "e-Tender Stage") of the process involves qualification (the "Qualification") of interested parties who submit Application and Bids in accordance with the provisions of this Bidding Document, comprising of RFQ and RFP (the "Bidder"). Prior to submission of the Application, the Bidder shall pay to the Utility a sum of Rs 6,00, 000 (Rupees six Lakh only) plus applicable taxes as indicated above, as the cost of the Bidding Process. At the end of eTender stage, system will send an email to all Qualified Bidders who are eligible to participate in the second stage of the Bidding Process (the "e-Reverse Auction Stage").	Cost of Bid Processing fees is on higher side as compared to all Medium-Term tenders issued by various Utilities	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 "e-Tender Stage") of the process qualification "Qualification") involves (the of interested parties who submit Application and Bids in accordance with the provisions of this Bidding Document, comprising of RFQ and RFP (the "Bidder"). Prior to submission of the Application, the Bidder shall pay Utility a s 30,000 (Rupees thirty thousand only) plus applicable taxes as indicated above, as the cost of the Bidding Process. At the end of e-Tender stage, system will send an email to all Qualified Bidders who are eligible to participate in the second stage of the Bidding Process (the "e-Reverse Auction Stage")	IPPs are already in stressed and such high amount in form of of bid cost processing fees will restrict participation in the tender. Clause shall be suitably modified.	Clarified that fees of Rs. 600/MW is applicable
5	RFQ	Clause 2.2.1 (d) The Power Station has access to an assured supply of Fuel	As there is no restriction on the type of use of coal (Linkage Coal/ E-auction Coal etc), then why FSA is required to participate in the bid. As we know that FSA exist only for linkage coal. There is no FSA for auction Further, e-coal. MSEDCL has already provided Fuel Undertaking format as Annexure-A in its RFP, so when bidder providing undertaking is as per the Format, there is no requirement of FSA copy while submission of bid.	This clause may be deleted undertaking or an from generator for assurance of fuel supply may be accepted by the Utility.	This may not be applicable for lumpsum bidding mechanism as the responsibility of securing fuel supply is of generator. Also coal based generator don't have any document to produce against procurement of coal under e-auction from CLIL to its subsidiaries. Further, there are several Medium Term Tender called by various utilities like UPCL, HPPC, GUVNL, REMCL and etc has amended the clause and asked to submit the undertaking for Fuel Assurance.	Bidder can submit undertaking for fuel arrangement as per Annexure A
6	Bidding Document	Pre-Bid Meeting and Bid stage Timeline	Since, the draft APP is not yet released by MSEDCL and the timeline of query submission and pre-bid meeting will not bring any way out for participation in the tender and discussing only RFQ and RFP in the pre-bid meeting		It is requested to please release the draft APP so that the clauses of APP will be clear to all the participants joining in pre-bid meeting. And accordingly extend the query submission by 7 days at least from the release date of APP and accordingly all timeline related to bid stage shall be amended.	NA

JPL- MSEDCL - Queries Reply: Bidding for Procurement of 1000 MW of electricity on medium-term basis

Sr.	Clause No. (RFQ, RFP & APP)	Existing Provision	Query / Comments	Suggested modification	MSEDCL Reply
1	RFQ 1.2.1	1.2.1 Prior to submission of the Application, the Bidder shall pay to the Utility a sum of Rs 6,00, 000 (Rupees six Lakh only) plus applicable taxes as indicated above, as the cost of the Bidding Process. 1.2.2 All the Bidders would be able to participate in the e-Bidding events on making payment of the requisite fees of 500 per MW per requisition for the total capacity sought by the Utility for that particular requisition for which the bidder is willing to bid, to PFC Consulting Limited (PFCCCL). The requisite fee shall be deposited through NEFT/IMPS/RTGS after adding the applicable taxes.	Kindly mention the applicable taxes.		18% GST is applicable
2	RFQ 2.2.2 (A)	Technical Capacity: For demonstrating technical capacity and experience (the "Technical Capacity"), the Bidder shall own and operate power generating station(s) having an installed capacity equivalent to at least twice the capacity for which the Bidder is willing to Bid. Bidders shall not be allowed to increase their capacity at e-Reverse Auction Stage or L1 Matching round greater than for which Technical Capacity has been demonstrated.	In case a power plant has installed capacity of 300 MW, then as per extant provision, it will not be able to offer more than 150 MW even though it may have entire capacity untied and available to offer to the utility. Hence, it is requested to relax the provision by allowing bidders to have installed capacity equivalent to the offered capacity as qualifying criteria for better participation.	2.2.2 (A) Technical Capacity: For demonstrating technical capacity and experience (the "Technical Capacity"), the Bidder shall own and operate power generating station(s) having an installed capacity equivalent to at least the capacity for which the Bidder is willing to Bid	Accepted. For avoidance of doubt, bidder shall be able to offer contracted capacity at Delivery Point after accounting for Auxiliary consumption, Transmission losses upto the Delivery Point.
3	Clause No. 1.2.10 of RFQ	...All other bidders will be asked to match the Lowest Bid in the system ("L-1 Matching"). In L-1 Matching round, the Qualified Bidders will be displayed the bid of the Lowest Bidder ("Lowest Bid") and available quantity, they will be required to input the quantity in MW that they wish to supply at the Lowest Bid. At the end of L-1 Matching round, system will allocate power to bidders in the order as they were at the end of e-Reverse Auction Stage (like L-1, L-2, L-3 cumulative in e-Tender Stage and e-Reverse Auction Stage) for the quantity bid by Lowest Bidder in Bid Stage and other bidders in L-1 Matching.	Every Project has its own economics. Hence, requested to delete the L-1 Matching clause. It is suggested that bidders be selected through the bucket filling method.		No Change
4	RFP 2.17	Confidentiality Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Utility in relation to, or matters arising out of, or concerning the Bidding Process.	Please share the legal, financial or technical adviser of the Utility for this bidding process, so that applicant can avoid having conflict of interest by not availing services from the same consultant for this bid.		
5	RFP APPENDIX - II Bank Guarantee for Bid Security	..... which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for the Project (hereinafter referred to as the "Project") pursuant to the Bidding Document dated issued in respect of the Project.....	Please clarify what needs to be mentioned in blank as name of the project.		Project from which supply will be offered at the bid price

Sr.	Clause No. (RFQ, RFP & APP)	Existing Provision	Query / Comments	Suggested modification	MSEDCL Reply
6	APP 4.1.2	The Supplier may, upon providing the Performance Security to the Utility in accordance with Article 9, at any time after 15 (fifteen) days from the date of this Agreement or on an earlier day acceptable to the Utility, by notice require the Utility to satisfy any or all of the Conditions Precedent set forth in this Clause 4.1.2 within a period of 30 (thirty) days of the notice, and the Conditions Precedent required to be satisfied by the Utility shall be deemed to have been fulfilled when the Utility shall have: (e) provided Performance Security to the Supplier;	As per the Model Power Purchase Agreement notified by MoP on 19.12.2022, Performance security has to be submitted by Both Supplier and Utility. Hence, it is requested either Utility provides the Performance Security as per MoP guidelines or agrees to waive off the submission of Performance Security by supplier as well.		Performance Security by Utility will not be furnished. Letter of Credit will be furnished.
7	APP 4.1.2	The Supplier may, upon providing the Performance Security to the Utility in accordance with Article 9, at any time after 15 (fifteen) days from the date of this Agreement or on an earlier day acceptable to the Utility, by notice require the Utility to satisfy any or all of the Conditions Precedent set forth in this Clause 4.1.2 within a period of 30 (thirty) days of the notice, and the Conditions Precedent required to be satisfied by the Utility shall be deemed to have been fulfilled when the Utility shall have: f) Provided to the Supplier, an unconditional, revolving and irrevocable Letter of Credit in accordance with the provisions of Clause 13.2.1.	As per the Model Power Purchase Agreement notified by MoP on 19.12.2022, furnishing Letter of Credit is part of the condition precedent to be fulfilled by utility. Hence, it is requested amend the clause and include submission of LC in respective clause no. 4.1.2 of APP.	New Inclusion: f) Provided to the Supplier, an unconditional, revolving and irrevocable Letter of Credit in accordance with the provisions of Clause 13.2.1.	Accepted
8	APP 4.1.2	The Supplier may, upon providing the Performance Security to the Utility in accordance with Article 9, at any time after [15 (fifteen) days]8 from the date of this Agreement or on an earlier day acceptable to the Utility, by notice require the Utility to satisfy any or all of the Conditions Precedent set forth in this Clause 4.1.2 within a period of [30 (thirty) days]8 of the notice, and the Conditions Precedent required to be satisfied by the Utility shall be deemed to have been fulfilled when the Utility shall have	After implementation of GNA/T-GNA, Generator cannot apply for GNA/T-GNA. It is requested to add under Conditions Precedents to be fulfilled by utility as mentioned below : g) procured access to the inter-state transmission system required for supply of electricity to the buyer;	New Inclusion: g) procured access to the inter-state transmission system required for supply of electricity to the buyer;	No Change
9	APP 4.1.3 (e)	[The Supplier shall have executed the Fuel Supply Agreement upon the fulfilment of all the conditions laid down in the Letter of Assurance;	As per minutes of SLC meeting held on 03.02.2022, Linkage coal is not provided for PPA signed after 31.03.2022., further in case bidder is expected to source coal under SHAKTI B (iii) under such case FSA cannot be signed before the signing of PPA. Hence, mentioned Conditions Precedent shall not be applicable. Kindly Confirm	The clause needs to be deleted as undertaking is being submitted by the bidder regarding fuel responsibility being on Seller's account	As per SBD dt. 19.12.2022, this condition is to be satisfied after signing of APP.
10	Clause no. 4.4 APP	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, 120 (one hundred twenty) days from 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 Agreement for Procurement of Power shall be deemed to have been terminated by mutual agreement of the Parties. Provided,	Without prejudice a similar Clause shall be applicable for the Utility also. i.e. in case the Appointed Date does not occur within stipulated time i.e. 120 days due to reasons attributable to the Utility, the agreement shall be deemed to be terminated and all rights, privileges, claims and entitlements of the Utility under or arising out of this Agreement shall be deemed to have been waived by, and to have ceased with the concurrence of the Utility, and the Agreement for Procurement of Power 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 Utility, the	New Inclusion: Provided, however, that in the event the delay in occurrence of the Appointed Date is for reasons attributable to the Utility, the Utility shall pay an amount equal to the Performance Security of the Supplier as Damages thereof	As per 19/12/22
		5.3 Intra State Transmission Charges			

Sr.	Clause No. (RFQ, RFP & APP)	Existing Provision	Query / Comments	Suggested modification	MSEDCL Reply
11	APP 5.3 AND 5.4	Transmission Charges up to the Delivery Point shall be borne by the Supplier 5.4 Intra-State Transmission Losses The Supplier shall bear transmission losses up to the Delivery Point. For avoidance of doubt the parties agree that the Contracted Capacity shall be delivered at the Delivery Point.	For the supplier located within Maharashtra State and connected with STU, kindly clarify whether the Intra State Transmission Charges and Losses shall be applicable or not?		Not applicable
12	APP 7.1(n)	it has entered into a Fuel Supply Agreement for assured supply of Fuel required for meeting obligations under this Agreement if Supplier is NOT a Trading Licensee, or the Developer has entered into a Fuel Supply Agreement for assured supply of Fuel required for meeting obligations under this Agreement if Supplier is a Trading Licensee	As per minutes of SLC meeting held on 03.02.2022, Linkage coal is not provided for PPA signed after 31.03.2022., further in case bidder is expected to source coal under SHAKTI B (iii) under such case FSA cannot be signed before the signing of PPA.	The clause to be deleted and undertaking may be taken for fuel responsibility being on Seller's account	Accepted.
13	Article 9	PERFORMANCE SECURITY	As per the Model Power Purchase Agreement notified by MoP on 19.12.2022, Performance security has to be submitted by Both Supplier and Utility. Hence, it is requested to either Utility provides the Performance Security as per MoP guidelines or agrees to waive off the submission of Performance Security by supplier as well.	To either include the clause no. 9.1.4 as mentioned below or strike out the clause no. 9.1.1 as well. New Inclusion: 9.1.4 The Utility shall, for the performance of its obligations hereunder, provide to the Supplier no later than 30 (thirty) days from the date of this Agreement, an irrevocable and unconditional guarantee from a Schedule Bank for a sum equivalent to Rs. ***** crore (Rupees ***** crore) in the form set forth in Schedule-B (the "Performance Security- Utility") valid for a period ending 6 (six) months after date of commencement of supply.	Performance Security by Utility will not be furnished. Letter of Credit will be furnished.
14	APP Clause 9.2	Upon occurrence of a Supplier Default or failure to meet any Condition Precedent, the Utility shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to encash and appropriate from the Performance Security the amounts due to it for and in respect of such Supplier Default or for failure to meet any Condition Precedent.....	It is requested to clarify the damages to be paid by utility Upon occurrence of a Utility Default or failure to meet any Condition Precedent.	In-line Model Power Purchase Agreement notified by MoP on 19.12.2022, it requested to include the clause as follows: New Inclusion: 9.2.2 Upon occurrence of a Utility Default or failure to meet any Condition Precedent, the Supplier shall without prejudice to its other rights and remedies hereunder or in law, be entitled to encash and appropriate from the Performance Security- Utility, Upon such encashment and appropriation from the Performance Security-Utility, the Utility shall, within 15 (fifteen) days thereof, replenish, in case of partial appropriation, to the original level of the Performance Security-Utility, and in case of appropriation of the entire Performance Security-Utility provide a fresh Performance Security-Utility, as the case may be, failing which the Supplier shall be entitled to terminate this Agreement in accordance with Article 19	performance Security by Utility will not be furnished. Letter of Credit will be furnished.
15	APP Clause 10.2.1	Dispatch of unutilised Contracted Capacity			

Sr.	Clause No. (RFQ, RFP & APP)	Existing Provision	Query / Comments	Suggested modification	MSEDCL Reply
		In the event that the Utility does not require the supply of the whole or part of the Contracted Capacity for a continuous period of 24 (twenty four) hours or more, it may, by a notice of at least 72 (seventy two) hours prior to such period, specify the reduction in dispatch of the Contracted Capacity and for such reduction in supply, it shall be entitled to a rebate equal to 25% (twenty five percent) of the Fixed Charge payable for Availability thereof and the waived Fixed Charge under Clause 10.2.2. Provided, however, that any reduction in supply under Clause 10.2.1 shall be uniform for a block of at least 24 (twenty four) hours and shall not vary between Peak Hours and Off-Peak Hours.	The clause provides a safeguard for utility that if they don't require supply of the whole or part of Contracted Capacity for a continuous period of 24 hours or more, it may give a notice 72 hours in advance for reduction in dispatch of the Contracted Capacity and for such reduction in supply, it shall be entitled to a rebate equal to 25% of the Capacity Charge. Thereby, in case the developer is unable to find a suitable buyer for the capacity not requisitioned by the Utility, he stands to lose out on a part of debt service, O&M and ROE. Hence irrespective of buyer's requirement of power, the buyer shall all time continue to pay the fixed charges based on Declared Capacity. Further, the clause is not in-line with Model Power Purchase Agreement notified by MoP on 19.12.2022, it requested to revise the clause as per MoP guidelines, 2022.	In-line Model Power Purchase Agreement notified by MoP on 19.12.2022, it requested to amend the clause as follows: 10.2.1 In the event the Utility, does not schedule a quantum of power out of its Contracted Capacity before opening of bidding window of power exchange for day ahead collective transactions, the Supplier shall be entitled to sell such un requisitioned power on power exchange under day ahead or real time collective transaction or intra day transaction. Provided that in such cases, Utility shall not be entitled to recall full or part of its un requisitioned capacity. Provided further that if the Supplier is able to sell the un requisitioned power, sharing of gain from such sale of such power shall be as per applicable rules issued by the Ministry of Power.	Changes are done as per SBD dt. 19.12.2022
16	APP Clause 10.6	Supply on Round the Clock Basis The Supplier shall ensure the uniform Availability of the Power Station on round the clock basis except due technical constraints. The Utility may opt for a lower capacity requirement during pre-specified hours based on the Day Ahead requisition submitted by Utility. The Power will be scheduled under GNA and TGNA based on the requirement of Utility.	Since APP is for RTC only, hence any requirement /revision must be on RTC basis only not for any specific hours except during the forced outage of the generator.	The Supplier shall ensure the Availability of the Power Station on a round-the clock basis. Hence, the Utility will also opt for a lower capacity requirement/revision in schedule firmly on round the clock basis only	Scheduling will be done as per MoD and it may or may not be uniform for 24 hrs.
17	APP 11.4.2	The obligations of the Utility to pay Fixed Charges in any Accounting Year shall in no case exceed an amount equal to the Fixed Charge due and payable for and in respect of the Normative Availability of 85% (eighty five per cent) computed with reference to the Contracted Capacity (the "Capacity Charge").	For payment of fixed charges, please clarify if the availability will be considered on cumulative monthly availability basis or particular month availability will be considered.	In-line Model Power Purchase Agreement notified by MoP on 19.12.2022, it requested to include the clause as follows: New Inclusion: Provided that the Availability to be considered for calculation of Fixed Charges shall be reconciled annually on cumulative basis.	The billing of Fixed charges for a particular month shall be on cumulative availability basis till that month.
18	APP 11.4.2	The obligations of the Utility to pay Fixed Charges in any Accounting Year shall in no case exceed an amount equal to the Fixed Charge due and payable for and in respect of the Normative Availability of 85% (eighty five per cent) [during Designated Hours]22 computed with reference to the Contracted Capacity(the "Capacity Charge").	The Supplier should be entitled for incentive for higher off-take of power beyond 85% of the Contracted Capacity on monthly basis.	New Inclusion: Incentive: In the event that the Availability in any month exceeds the Normative Availability, the Supplier shall, 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.	Not accepted
19	APP 11.4.3	Pursuant to the provisions of Clause 11.4.4, the Supplier shall not, for and in respect of any day, be entitled to receive payment of Fixed Charge for Availability exceeding 85% (eighty five per cent) thereof, and in the event it supplies electricity to the Utility in excess of such 85% (eighty five per cent), such excess supply shall be eligible only for payment of Variable Charge,	It is not possible for any generator to maintain Normative Availability on daily basis due to requirement of AOH, Forced Outages, etc. Secondly as per current practice, for payment of Fixed Cost availability is considered on monthly basis only, hence the clause is highly detrimental to the generator and also not aligned with the Medium-Term Power contracts. Also, the referred clause has been removed in Model Power Purchase Agreement notified by MoP on 19.12.2022 hence it is requested to omit the clause.	It is requested to omit the clause in-line with MoP guidelines 2022	Changes are done as per SBD dt. 19.12.2022

Sr.	Clause No. (RFQ, RFP & APP)	Existing Provision	Query / Comments	Suggested modification	MSEDCL Reply
20	11.4.4	In the event that any shortfall in supply of electricity to the Utility occurs on account of deficiency in transmission between the Point of Grid Connection and Delivery Point, Availability shall be deemed to be reduced in accordance with the provisions of Clause 11.5.2 and the Non-Availability arising as a consequence thereof shall, for the purposes of payment of Fixed Charge, be deemed to be Availability to the extent of 50% (fifty per cent) of the Non-Availability hereunder.	Since Transmission deficiency or any constraint by SLDC (like MOD) also, availability to be considered is not under reasonable control of the supplier, the supplier shall not be penalized for the payment of fixed charge, hence in case of Transmission Constraint or any constraint by SLDC (like MOD), 100% FC shall be payable.	In the event that any shortfall in supply of electricity to the Utility occurs on account of deficiency in intra state transmission system and any constraint by SLDC (like MOD) , Availability shall be deemed to be reduced in accordance with the provisions of Clause 11.5.2 and the Non-Availability arising as a consequence thereof shall, for the purposes of payment of Fixed Charge, be deemed to be Availability to the extent of 100% (Hundred per cent) of the Non-Availability hereunder.	Changes are done as per SBD dt. 19.12.2022
21	APP 11.6.2	Provided that a penalty at the rate of upto 1% (one per cent) of annual Fixed Charge shall be applicable in case of failure to achieve ramp rate of 1% per minute as per methodology described in Schedule-G.	Ramp up rate of 1% per minute is technically not feasible for Thermal Power Stations, further, if supplier is not able to achieve prescribed ramp up rate, the supplier is already being penalized in terms of DSM charges. Hence, it is not reasonable to charge additional penalty on Fixed Charges to the supplier on account of ramp up rate.	It is requested to remove the clause as Ramp up rate of 1% per minute is not feasible for cold startup.	Changes are done as per SBD dt. 19.12.2022
22	APP 11.6.3	The Parties expressly agree that within 30 (thirty) days of the close of every Accounting Year, the cumulative monthly Availability for such year shall be determined and the Incentive or Damages, as the case may be, shall be computed with reference to the Normative Availability for that year. The amount so arrived at shall be adjusted against the Incentives or Damages determined for the respective months of the year and the balance remaining shall be adjusted in the following Monthly Invoice.	Without adjustment of fixed charges, damage cannot be adjusted. Hence, in-line Model Power Purchase Agreement notified by MoP on 19.12.2022, it requested to include the clause of reconciliation of Fixed Charges Annually as well.	In-line Model Power Purchase Agreement notified by MoP on 19.12.2022, it requested to include the clause as follows: New Inclusion: Provided that the Availability to be considered for calculation of Fixed Charges shall be reconciled annually on cumulative basis.	Changes are done as per SBD dt. 19.12.2022
23	APP 11.11	Discount for early payment: The Parties expressly agree that in the event the Utility pays the billed amount within the periods as specified below, it shall be entitled to deduct specified percentage of the amount by way of discount for early payment: (i) Upto 5 days from the date of submission of the invoice - 1.5% (ii) 6 - 10 days from the date of submission of the invoice - 1.4% (iii) 11 - 15 days from the date of submission of the invoice - 1.3% (iv) 16 - 20 days from the date of submission of the invoice - 1.2% (v) 21 - 25 days from the date of submission of the invoice - 1.1% (vi) 26 - 30 days from the date of submission of the invoice - 1.0%	Utility shall be entitled for discount in case of early payment only however, referred clause allows utility to get discount till the start of delayed payment surcharge. Further, supplier is not entitled for incentive for higher off-take of power beyond 85% of the Contracted Capacity. Hence, it is requested to amend the clause by keeping it specific to discount on early payment i.e. within 5 (five) days of the date of submission of the invoice	Suggested amendment: Discount for early payment: The Parties expressly agree that in the event the Utility pays the Tariff within 5 (five) days of the date of submission of the invoice thereof, it shall be entitled to deduct 1.5% (one point five per cent) of the amount comprising the Tariff by way of discount for early payment.	No change
24	Clause no. 13.2.1 of APP	The Utility shall, no later than 30 (thirty) days prior to the likely date of the Appointed Date, provide to the Supplier, an unconditional, revolving and irrevocable letter of credit for an amount equivalent to the Minimum Monthly Payment (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.	1. Kindly, provide the provisions to determine the value of "Minimum Monthly Payment" for which the LC has to be furnished. 2. Since billing is on monthly basis and payment due date is 30 days after billing date. Hence by the time first payment is due the supplier has already supplied power for more than two months, hence the value of LC must be of an amount equivalent to the two months energy bill.	The Utility shall, no later than 30 (thirty) days prior to the likely date of the Appointed Date, provide to the Supplier, an unconditional, revolving and irrevocable letter of credit for an amount equivalent to the average two Monthly Payment (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.	Changes are done as per SBD dt. 19.12.2022

Sr.	Clause No. (RFQ, RFP & APP)	Existing Provision	Query / Comments	Suggested modification	MSEDCL Reply
25	Clause no. 19.3 APP	<p>19.3.1 Upon Termination on account of a Supplier Default, the Supplier shall pay to the Utility, 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 Contracted Capacity was Available for such 6 (six) months from the date of Termination.</p> <p>19.3.2 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 3 (three) months as if the Contracted Capacity was Available for such 3 (three) months from the date of Termination.</p>	Termination payment must be same for both supplier and Utility hence, on account of Utility's default, Utility shall also be liable to pay 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 Contracted Capacity was Available for such 6 (six) months from	19.3.2 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 Contracted Capacity was Available for such 6 (six) months from the date of Termination.	Accepted
26	Article 21 of AAP Change in Law	Considering the Lumpsum Tariff option and Medium Term Bid is not Source or Fuel Specific hence Notwithstanding to anything contained in APP, Utility shall not accept any change in law claim.	Considering a Medium-Term Tender for 3 years, any change in tax rates, etc may significantly affect the cost of generation for the supplier. Hence, Change in Law should be applicable as per the provisions of APP.	The referred condition to be deleted. And the Article 21 of APP Change – in -Law to be included as per Model Power Purchase Agreement notified by MoP on 19.12.2022.	No change
27	Clause no. 25.4 of APP	<p>Delayed payments</p> <p>The Parties hereto agree that payments due from one Party to the other Party under the provisions of this Agreement shall be made within the period set forth therein, and if no such period is specified, within 30 (thirty) days of receiving a demand along with the necessary particulars. Unless otherwise specified in this Agreement, in the event of delay beyond such period, the defaulting Party shall pay interest for the to the rights of the Parties under this Agreement including Termination thereof. period of delay calculated at a rate lower of the one year Marginal Cost of Lending Rate (MCLR) of the State Bank of India (SBI) issued from time to time or actual rate of interest incurred on working capital by the supplier for the particular period and recovery thereof shall be without prejudice</p>	Currently, Delayed payments are governed as per Electricity (Late Payment Surcharge and Related Matters) Rules, 2022 and amendments from time to time. Further, Model Power Purchase Agreement notified by MoP on 19.12.2022 has also amended the referred the clause accordingly to be in line with LPSC rules, 2022. Hence it is requested to revise the clause.	<p>25.4 Delayed payments</p> <p>The Parties hereto agree that payments due from one Party to the other Party under the provisions of this Agreement shall be made within the period set forth therein, and in the event of delay beyond such period the recovery thereof shall be in accordance with the applicable rules issued by the Ministry of Power, as amended from time to time.</p>	No Change
28	Article 26 of APP Definitions	<p>“Delivery Point” For the Power Station Situated in the Maharashtra State: „Delivery Point“ shall mean any point in the Intra-State grid i.e Maharashtra STU/ InSTS where the electricity is delivered by the Supplier;</p>	It is requested for the Supplier located within Maharashtra state and connected with STU, the Delivery Point shall be revised to supplier's Bus-bar.		No change
29	Annex-1 Schedule A of APP	6. 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 4 (four) hours from the time of each start.	For a thermal Power Station, reaching full capacity from cold start-up is not possible within 4 Hours. For cold start-up, time limit may be increased	This clause needs to be deleted as cold ramp up can be done only as per individual machine manuals only.	No change
30	APP	Schedule-F	Ramp rate penalty may be deleted		Applicable as per SBD dt. 19.12.2022
31	General	Draft APP	MSEDCL has prepared the draft APP for terms and conditions of power supply under medium term while referring to both Model Power Purchase Agreement notified by MoP in 2019 and 2022. It is requested to kindly refer the latest Guidelines issued by MoP.		Changes are done as per SBD dt. 19.12.2022

Manikaran– MSEDCL - Queries Reply: Bidding for Procurement of 1000 MW of electricity on medium-term basis

S. No.	Clause Number	Existing Clause	Amendment Requested	Clarification	MSEDCL's Reply
1	Clause no. 3: Quantum of Power		The minimum bid quantum (in MW) 100	Kindly reduce the minimum quantum to 50 MW, as there are many generators who are interested to participate, they have the availability of minimum quantum less than 50 MW. In the view of the same, we request MSEDCL to amend the said clause.	MINIMUM 50 MW IS ALLOWED
2	RFQ Clause No. 1.2.1 Brief Description of Bidding Process	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 "e-Tender Stage") of the process involves qualification (the "Qualification") of interested parties who submit Application and Bids in accordance with the provisions of this Bidding Document, comprising of RFQ and RFP (the "Bidder"). Prior to submission of the Application, the Bidder shall pay to the Utility a sum of Rs 6,00,000 (Rupees six Lakh only) plus applicable taxes as indicated above, as the cost of the Bidding Process. At the end of e Tender stage, system will send an email to all Qualified Bidders who are eligible to participate in the second stage of the Bidding Process (the "e-Reverse Auction Stage").	..... Prior to submission of the Application, the Bidder shall pay to the Utility a sum of [Rs 60, 000 (Rupees sixty thousand only)] plus applicable taxes as indicated above, as the cost of the Bidding Process.....	As per standard bidding guidelines issued by ministry of power, we request MSEDCL to reduce the Cost of Bidding Process to Rs. 60,000/- plus applicable taxes as the cost of the Bidding Process.	Clarified that fees of Rs. 600/MW is applicable
3	RFQ Clause No. 2.2.2 Eligibility of Bidders	(A) Technical Capacity: For demonstrating technical capacity and experience (the "Technical Capacity"), the Bidder shall own and operate power generating station(s) having an installed capacity equivalent to at least twice the capacity required for state, for which the Bidder is willing to Bid. In case the Bidder is a Trading Licensee, the condition under Clause 2.2.2 (A) shall be fulfilled through the Developer	(A) Technical Capacity: For demonstrating technical capacity and experience (the "Technical Capacity"), the Bidder shall own and operate power generating station(s) having an installed capacity equivalent to at least twice the capacity for which the Bidder is willing to Bid. Bidders shall not be allowed to increase their capacity at e-Reverse Auction Stage or L1 Matching round greater than for which Technical Capacity has been demonstrated.	We request MSEDCL to consider and amend the said clause by omitting the twice required installed capacity with "the bidder shall have an installed capacity equivalent to the capacity for which the bidder is willing to bid".	Accepted. For avoidance of doubt, bidder shall be able to offer contracted capacity at Delivery Point after accounting for Auxilliary consumption, Transmission losses upto the Delivery Point.

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S. No.	Clause Number	Existing Clause	Amendment Requested	Clarification	MSEDCL's Reply
4	APP Clause no. 11.6 Damages	11.6.2 In the event that Availability in any month is less than the Normative Availability, the Fixed Charge for such month shall be reduced to the extent of shortfall in Normative Availability and in addition, any reduction below the Normative Availability shall 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 in Normative Availability shall be 25% (twenty five per cent) of the Fixed Charge which is reduced on account of shortfall in Availability below Normative availability. Provided that a penalty at the rate of upto 1 % (one per cent) of annual Fixed Charge shall be applicable in case of failure to achieve ramp rate of 1% per minute as per methodology described in Schedule-F.	Text to be added 11.6.2 In the event that the Availability in any month exceeds the Normative Availability, the Supplier shall, 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 Power Station. For the avoidance of doubt and by way of illustration, in the event the Availability in any month shall exceed the Normative ` MAPP / Medium Term /FOO /29th January 2019 37 Availability by 3% (three per cent) of the Contracted Capacity but the Despatch during that month shall exceed 1% (one per cent) of the Contracted Capacity, the Incentive payable hereunder shall be restricted to such 1% (one per cent) only.	We request MSEDCL to amend the clause as requested. As Supplier should be incentivized for making the capacity available above the normative availability. Also Supplier should not be liable to pay damages in case of deficiency of transmission and shortage of fuel as both is beyond control of Supplier.	No Change
5	APP Clause no. 11.6.3 Damages	The Parties expressly agree that within 30 (thirty) days of the close of every Accounting Year, the cumulative monthly Availability for such year shall be determined and the Damages, if any, shall be computed with reference to the Normative Availability for that year. The amount so arrived at shall be adjusted against the Damages determined for the respective months of the year and the balance remaining shall be adjusted in the following Monthly Invoice.	The Parties expressly agree that within 30 (thirty) days of the close of every Accounting Year, the cumulative monthly Availability for such year shall be determined and the Fixed charges and Incentive or Damages, if any, shall be computed with reference to the Normative Availability for that year. The amount so arrived at shall be adjusted against the Fixed charges and Incentive or Damages determined for the respective months of the year and the balance remaining shall be adjusted in the following Monthly Invoice	We request MSEDCL to amend the clause as amendment requested	No Change
6	APP Clause no. 11.9 Billing and Payment	11.9.3 The Utility shall, within 30 (thirty) days of receipt of a Monthly Invoice in accordance with Clause 11.9.1 (the "Payment Due Date"), make payment of the amount claimed directly, through electronic transfer, to the nominated bank account of the Supplier, save and except any amounts which it determines as not payable or disputed (the "Disputed Amounts").	Text to be added In case the power is scheduled under T-GNA, the payment of open access charges shall be payable by the supplier and shall be reimbursed by the Utility within 3 days of the receipt of such OA charges Invoice through official E-Mail.	We request MSEDCL to amend the clause as requested	No Change

NTPC– MSEDCL - Queries Reply: Bidding for Procurement of 1000 MW of electricity on medium-term basis

Sr. No.	Clause	Description/Clarification point	Our Request	Rationale for Clarification	MSEDCL REPLY
1	1.1.5- RFQ	Bidders may bid for the capacity specified in Clause 1.1.1, or a part thereof, not being less than 50% (fifty per cent) of such capacity or 100 (one hundred) MW, whichever is lower	It is requested to reduce the Min Bid Qty to 50 MW so as to ensure increased participation.	To ensure increased participation.	MINIMUM 50 MW IS ALLOWED
2	1.1.1- RFQ	Supply sought to start from 01.04.25	It is requested to provide a flexible date for commencement of supply up to October'25 as tender envisages "Assured Fuel Security" as a CP. However, the duration of supply shall remain 3 years only.	Since it takes considerable time for signing of FSA & further co-ordination with Railways for Supply of the Coal after the notification by CIL for the Auction. Also, this will give participants an opportunity to participate in upcoming coal	No change
3	2.2.1 (d)- RFQ	the Power Station has access to an assured supply of Fuel	Pls confirm if Bidders for now can submit Fuel Undertaking instead. Assured fuel supply shall be ensured before commencement of supply.		Bidder can submit undertaking for fuel arrangement as per Annexure A
4	CL-5.7– APP	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			No change
5	Clause 11.5.1 and 11.5.5– APP	Unless otherwise notified by the [Supplier if Supplier is NOT a Trading Licensee, or Developer through the Supplier if Supplier is a Trading Licensee], the declared Availability shall, be deemed to be 100% (one hundred per cent) thereof at all times	Why it is deemed to be 100% DC? It can be 85% or more or less as per declaration basis	The Normative DC is 85% . The DC provide by the generators generally remains 100% unless there is any specific issue. Since Thermal power plant is having a complex structure and many things are not in the control of generators therefore, the declaration below 100% should not be constituted as always Mis-declaration and this clause may please be modified suitably. However, it may be added that in case of mis- declaration, there shall be penalty as per the IEGC.	No change
6	11.6.2-APP	In the event that Availability in any month is less than the Normative Availability, the Fixed Charge for such month shall be reduced to the extent of shortfall in Normative Availability and in addition, any reduction below the Normative Availability shall 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 in Normative Availability shall be 25% (twenty five per cent) of the Fixed Charge which is reduced on account of shortfall in Availability below Normative availability. Provided that a penalty at the rate of upto 1 % (one per cent) of annual Fixed Charge shall be applicable in case of failure to achieve ramp rate of 1% per minute as per methodology described in Schedule-F.	Penalty should be applicable in proportion to Contracted Capacity since the Ramp rate is for the entire machine.	Since the entire capacity shall not be contracted with the utility. Moreover, this particular penalty calculation is based on certification issued by WRPC/WRLDC.	No change

Sr. No.	Clause	Description/Clarification point	Our Request	Rationale for Clarification	MSEDCL REPLY
7	11.6.3- APP	The Parties expressly agree that within 30 (thirty) days of the close of every Accounting Year, the cumulative Availability for such year shall be determined and the Incentives or Damages, if any, shall be computed with reference to the Normative Availability for that year. The amount so arrived at shall be adjusted against the Damages determined for the respective months of the year and the balance remaining shall be adjusted in the following Monthly Invoice.	We understand that Cumulative annual availability shall be calculated at the end of the accounting year and based on the reconciled annual availability, the differential Fixed Cost as well as Damages with respect to Normative Availability shall be payable or recoverable. Pl confirm.		The billing of Fixed charges for a particular month shall be on cumulative availability basis till that month.
8	16.2.1 – APP	The Supplier shall appoint, and have during the subsistence of this Agreement as its Statutory Auditors, a firm chosen by it and acceptable to the Utility. All fees and expenses of the Statutory Auditors shall be borne by the Supplier.	Statutory Auditor is appointed by CAG, accordingly, this condition should be waived off.	JPL being the joint venture of NTPC, Statutory Auditor appointed by CAG.	The bidders for which the statutory auditor is appointed by CAG, this condition shall be waived off.

OPGPOWER– MSEDCL - Queries Reply: Bidding for Procurement of 1000 MW of electricity on medium-term basis			
Sr. No.	Clause	Description/Clarification point	MSEDCL REPLY
1	1.1.1 - RFQ,	It is stated that the period when supply must commence by 01st April 2025. It is pleased to note that most of the Generators already have tied up their balance quantum in the various Short-Term tenders for the summer supply periods(from March 2025 to August-2025), vide various tenders invited by many DISCOMs in the past two to three months. Hence, there may be chances of only few participants in the proposed tender. Thus, we request you to amend the supply commencement by 01st Sep 2025 to enable a greater number of participants discover competitive Tariff.	No Change
2	1.3 (Schedule of Bidding Process)	It is stated that the last date and time of submission of Application and Bids (including Section A and Section B) - Bid Due Date is presently on 16th January 2025. It is known that due to the prolonged vacation on account of Christmas, New year and due to the upcoming Makar Sankranti festival (holidays for 3 to 4 days) in the 03rd week of January, 2025, it would be difficult for most of the Generators to arrange such a voluminous tender participation documents and EMD Bank Guarantee. Thus, we request you to extend the bid due date for further 03 weeks from the originally scheduled date of 16th January 2025.	Bid Due Date will be extended & details will be uploaded on Deep Portal

PSTL – MSEDCL - Queries Reply: Bidding for Procurement of 1000 MW of electricity on medium-term basis

Sr. No.	Document	Clause No. and Existing Provision	Clarification Required	Suggested text for the Amendment	Rationale for Clarification or Amendment	MSEDCL REPLY
1	General		<p>Please Clarify, whether necessary approvals have been obtained from Hon'ble MERC towards power procurement under medium term and Deviations if any from the SBD.</p> <p>The APP floated dtd. 21.12.2024 is mix of Standard Bidding Document (SBD) dtd. 29.01.2019 and 19.12.2022. So, would request you to keep the APP in line with SBD dtd. 19.12.2022.</p>	<p>Please add various rules notified by Ministry of Power as per the SBD dtd 19.12.2022.</p>	<p>queries.</p>	<p>APP is aligned with SBD dated 19.12.2022 with following exception</p> <ol style="list-style-type: none"> 1. Change in law is not allowed. 2. Performance Security by Utility will not be furnished. 3. No Escrow account 4. No deed of hypothecation
2	RFQ	<p>1.1.3 (Pg. no 4) The selected Bidder (the "Supplier"/ "Selected Bidder") shall be responsible for financing, construction, operation and maintenance of the Project.</p>		<p>The selected Bidder (the "Supplier"/ "Selected Bidder") shall be responsible for financing, construction, operation and maintenance of the Project.</p>	<p>As the Utility is seeking power from operational Plants, hence financing & construction must not be involved.</p>	<p>Accepted</p>
3	RFQ	<p>1.2.1 (Pg. no 5) Prior to submission of the Application, the Bidder shall pay to the Utility a sum of Rs 6,00,000 (Rupees six Lakh only) plus applicable taxes as indicated above, as the cost of the Bidding Process.</p>	<p>Please clarify below:</p> <ol style="list-style-type: none"> 1) The applicable tax to be considered is 18% GST? 2) For processing the payment, please share the GST number, PAN number and cancel cheque or letter issued by bank confirming the bank details. 			<p>Cost of the bidding process- 1. 18% GST, 2. GST No. - 27AAECM2933K1ZB, PAN No. - AAECM2933K & Bank details attached.</p>
4	RFQ	<p>1.2.8 (Pg no 6) In terms of the RFP, a Bidder will be required to deposit, along with its Bid, a bid security of Rs 5,00,000 (Rupees five lakh) per MW of capacity offered by the Bidder (the "Bid Security"),</p>		<p>In terms of the RFP, a Bidder will be required to deposit, along with its Bid, a Bid security of Rs 2.5 lakh (Rupees two five lakh) per MW of capacity offered by the Bidder (the "Bid Security"),</p>	<p>Considering the financial stress the power companies are going through please reduce the bid security amount from Rs. 5 lakh to Rs. 2 lakh. Further, as per the SBD Utility in its discretion can reduce the bid security.</p>	<p>Bid security amount is reduced to Rs. 2 Lakhs/MW</p>
5	RFP	<p>1.1.3 (Pg. no 4) A Bidder is required to deposit, along with its Bid, a bid security of Rs. 5 lakh (Rupees five lakh) per MW of capacity offered by the Bidder (the "Bid Security"), refundable not later than 60 (sixty) days from the Bid Due Date</p>		<p>A Bidder is required to deposit, along with its Bid, a bid security of Rs. 2.5 lakh (Rupees five two lakh) per MW of capacity offered by the Bidder (the "Bid Security"), refundable not later than 60 (sixty) days from the Bid Due Date</p>		<p>Bid security amount is reduced to Rs. 2 Lakhs/MW</p>
6	RFQ	<p>1.2.9 (Pg.no 6) In e-Reverse Auction Stage, the lowest Bid received in the e-Tender Stage shall be displayed to the Bidders on the DEEP Portal and thereafter any subsequent lowest bid in e-Reverse Auction Stage on a real time basis. During the e-Reverse Auction Stage, the Bidders will have the option of reducing the Tariff in decrements of 1 (one) paise or multiples thereof and to increase/maintain the quantum quoted by them at e-Tender Stage by 1 MW or multiples thereof. At the end of the e-Reverse Auction, lowest bidder will be identified by the system, the system will check all bids received in e-Tender and e-Reverse Auction and identify the Bidder who has quoted the lowest Tariff therein ("Lowest Bidder").</p>	<p>Kindly confirm that the Total reduction in Tariff i.e. Base Fixed Charge and Base Variable Charges will be 1 paise while bidder reduces the Tariff during the reverse auction.</p> <p>Case1: total reduction in tariff will be 1 paise then reduction in Base Fixed Charge and Base Variable Charge shall be 0.5 paise each.</p> <p>Case2: reduction in Base Fixed Charge and Base Variable Charge will be 1 paise each then total reduction in tariff will be 2 paise. Kindly confirm which case is applicable.</p>			<p>Total reduction in Tariff by 1 paise</p>

Sr. No.	Document	Clause No. and Existing Provision	Clarification Required	Suggested text for the Amendment	Rationale for Clarification or Amendment	MSEDCL REPLY
7	RFQ	1.2.10 (Pg. no 7) In the event that none of the other Qualified Bidders match the Bid of the Lowest Bidder, the Utility may, in its discretion, (i) allocate the remaining capacity, if any, after completion of L-1 Matching round to the Bidders at the Tariff quoted cumulative in e-Tender Stage and e-Reverse Auction Stage in the order as they were at the end of L-1 Matching round or (ii) invite fresh Bids from the remaining Qualified Bidders or (iii) annul the Bidding Process, as the case may be. Further, it is clarified that any single Bidder cannot quote part capacity from different power stations.	If the said clause is retained as it is then please clarify, if the company owns and operate more than one power station, then can the company offer power from more than one power station and same shall not be considered as conflict of interest	..... In the event that none of the other Qualified Bidders match the Bid of the Lowest Bidder, the Utility may, in its discretion, (i) allocate the remaining capacity, if any, after completion of L-1 Matching round to the Bidders at the Tariff quoted cumulative in e-Tender Stage and e-Reverse Auction Stage in the order as they were at the end of L-1 Matching round or (ii) invite fresh Bids from the remaining Qualified Bidders or (iii) annul the Bidding Process, as the case may be. Further, it is clarified that any single Bidder cannot quote part capacity from different power stations.	To increase the participation in the tender which will lead to discovery of competitive tariff.	Accepted
8	RFQ	1.3 Schedule of Bidding Process (Pg no 8 - 9) 5. Last date and time of submission of Application and Bids (including Section A and Section B) – Bid Due Date : 16.01.2025 till 11.00 hrs 2.13 Bid Due Date (Pg no 27) 2.13.1 Applications should be submitted online latest by 11.00 hours IST on the Bid Due Date , at the DEEP Portal in the manner and form as detailed in this RFQ. 2.16 Opening and Evaluation of Applications (Pg no 28) 2.16.1 The Utility shall open the Applications at 12.00 hours IST on the Bid Due Date, at the place specified in Clause 2.12.3 and in the presence of the Bidders who choose to attend.		. Last date and time of submission of Application and Bids (including Section A and Section B) – Bid Due Date : 16.01.2025 till 11:00 16:00 hrs. 2.13 Bid Due Date (Pg no 27) 2.13.1 Applications should be submitted online latest by 11:00 16:00 hours IST on the Bid Due Date, at the DEEP Portal in the manner and form as detailed in this RFQ. 2.16 Opening and Evaluation of Applications (Pg no 28) 2.16.1 The Utility shall open the Applications at 12:00 17:00 hours IST on the Bid Due Date, at the place specified in Clause 2.12.3 and in the presence of the Bidders who choose to attend.	We request to extend the time till 1600 hrs for effectively utilizing the Bid due date. Further, consequent changes to change in bid due date	No Change
9	RFQ	1.4 Pre-Bid Meeting (Pg no 9) Date: 27.12.2024 Time: 11.00 am Venue: Office of the Chief Engineer, Power Purchase, 5th floor, Prakashgad, Bandra (East).		1.4 Pre-Bid Meeting Date: 27.12.2024 Time: 11.00 am Venue: Online and Office of the Chief Engineer, Power Purchase, 5th floor, Prakashgad, Bandra (East).	We would request you to kindly arrange the Pre-Bid meeting via online mode as well, which would be much more efficient & time saving and for wider participation. So, we request you to kindly arrange the pre-meeting via hybrid mode i.e., online mode and physical mode	NA
10	RFQ	2.2.1 (Pg. no 10) For determining the eligibility of Applicants for their pre-qualification hereunder, the following shall apply: (b) The Bidder should either be the owner and operator of the Power Station from where electricity shall be supplied;	The bidder understands that different power stations owned & operated by a Company and the subsidiary of the Company are allowed to participate in the Bidding process. For example: Power Stations X and Y are owned & operated by ABC Ltd. Further, EFG Ltd. is a 100 subsidiary of ABC Ltd. Then can ABC Ltd. submit two separate bids from Power Station X and Y respectively and EFG Ltd., offering its own power, can also participate. Further, EFG Ltd. will be using the Financial strength of ABC Ltd. to participate in the tender where ABC Ltd being associate of EFG Ltd. Also, confirm there shall be no conflict of interest.			1. ABC Ltd can submit two separate bids for two separate power stations X and Y. 2. Subsidiary EFC Ltd can submit separate bid except for the power stations X and Y

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11		<p>2.2.1 (Pg. no 10) For determining the eligibility of Applicants for their pre-qualification hereunder, the following shall apply: (c) In case of Bidder being a Trading Licensee, such Trading Licensee should have executed a power purchase agreement or an equivalent arrangement with the Developer for at least the Capacity for which the Application has been made.</p>	<p>Please clarify below points: -</p> <ol style="list-style-type: none"> 1. Whether a Trading Licensee can participate through multiple generation sources? 2. If yes, a Trading Licensee can participate through multiple generation sources: <ol style="list-style-type: none"> a. (a) Would the Trading Licensee be required to submit different financial bids for each generation source? b. (b) Would the Trading Licensee be allowed to submit bids for capacity exceeding requisition capacity? c. For instance, against a requisition capacity of 1000 MW a Trading Licensee may tie-up with three generation sources and bid for 500 MW from Source-1, 300 MW from Source-2 and 400 MW from Source-3 , thus bidding for a cumulative capacity of 1200 MW? 			<p>1.Yes 2.a.Yes b.No single bid shall be for capacity exceeding requisitioned capacity.</p>
11	RFQ	<p>2.2.1 (Pg. no 10) For determining the eligibility of Applicants for their pre-qualification hereunder, the following shall apply: (d) the Power Station has access to an assured supply of Fuel; and</p>	<p>Please clarify below points:</p> <ol style="list-style-type: none"> 1. In case the power station has LoA/FSA, then it will be considered as assured supply of fuel? 2. We understand that Utility shall issue the requisite formats / certificates to coal companies towards commencement / usage of coal to Developer for onwards submission to CIL or its subsidiaries. 3. We understand that the Power Station which have Shakti B(iii) Linkages are allowed to participate in the tender process 			<p>1. Yes 2. Yes 3. Yes</p>
12	RFQ	<p>APPENDIX I Letter Comprising the Application for Pre-Qualification to be uploaded during e-Tender Stage (Pg. no 38) 19. {I/We hereby undertake that in the event the Bidder is selected as the Selected Bidder, I/We shall surrender the proportionate quantity of any existing Letter of Assurance /Fuel Supply Agreement to the supplier of the coal, not being the Letter of Assurance/ Fuel Supply Agreement arranged by the Utility, corresponding to the tenure of the Letter of Assurance /Fuel Supply Agreement arranged by the Utility.}§</p>		<p>19. Omitted {I/We hereby undertake that in the event the Bidder is selected as the Selected Bidder, I/We shall surrender the proportionate quantity of any existing Letter of Assurance /Fuel Supply Agreement to the supplier of the coal, not being the Letter of Assurance/ Fuel Supply Agreement arranged by the Utility, corresponding to the tenure of the Letter of Assurance /Fuel Supply Agreement arranged by the Utility.}§</p>	<p>As the responsibility of arranging the fuel lies with bidder. So, the same needs to be omitted.</p>	<p>Accepted</p>
13	RFQ	<p>ANNEX II Technical Capacity of Bidder (Pg no. 41- 44) Certificate from the Statutory Auditor regarding Eligible Projects</p>		<p>Kindly allow for issuance of certificate as per the ICAI guidelines.</p>	<p>This certificate format is not as per ICAI guidelines. Thus, statutory auditor will not be able to provide the certificate in the same format.</p>	<p>Accepted</p>

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14	RFQ	ANNEX V Particulars of the Power Station (Pg no. 48) 5. Details of surplus capacity (in MW):	We understand that the detail of the surplus capacity is on 01.04.2025. Please clarify.			Yes
15	RFP	2.19.2 Bid Security can also be in the form of a demand draft issued by a Scheduled Bank in India, drawn in favour of the Utility and payable at [Delhi] (the "Demand Draft") or may be payable online to Utility though NEFT/IMPS/RTGS payment. The Utility shall not be liable to pay any interest on the Bid Security deposit so made and the same shall be interest free.	Please confirm that Draft shall be payable at Delhi or Mumbai.			At Mumbai
16	RFP	Clause 4.3 During the e-Reverse Auction Stage, the Bidders will have the option of reducing the Tariff quoted by them at e-Tender Stage in their Bids in decrements of 1 (one) paise or multiples thereof and to increase/maintain the quantum of capacity quoted by them at e-Tender Stage by 1 MW or multiples thereof.	We understand that at the time of e-RA, Bidders can reduce any / all components of Tariff i.e., Base Fixed charge and / or Base variable Charge towards cost of Fuel / generation. Please Clarify.			Total reduction in tariff by 1 paise. Base fix &/or Base Variables
17	RFP	APPENDIX – I Letter comprising the Bid A Tariff of Rs.....and paise.....\$ (Rupees....and paise.....) per kWh comprising a Base Variable Charge of Rs.....and paise.....\$ (Rupeesand paise) per kWh including (i) Rs.....and paise...\$ (Rupees....and paise....) per kWh as the cost of generation (ii) Rs.....and paise...\$ (Rupees....and paise....) per kWh as the cost of transmission charge and (iii) Rs.....and paise...\$ (Rupees....and paise....) per kWh as the cost of transmission loss and (iv) Rs.....and paise.....\$ (Rupees....and paise.....) per kWh as trading margin and a Base Fixed Charge of Rs.....and paise.....\$ (Rupees....and paise) per kWh which is equal to the cost of generation.	As per the SBD all the financial number need to be quoted in DEEP portal. So please clarify the that in the hard copy the bidder need not to fill any data related to Tariff.			As per RFP Article-2 /Hardcopy is required

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18	RFP	<p>Bid Security Appendix II and Performance Security</p> <p>1. for the Project (hereinafter referred to as the "Project") pursuant to the Bidding Document dated issued in respect of the Project and other related documents including without limitation the draft agreement</p>	<p>Please clarify what needs to be mentioned in the blank i.e. name of the project.</p>	<p>"Notwithstanding anything contained herein,</p> <p>i) Our liability under this Bank Guarantee shall not exceed Rs. _____ (Rupees _____ only);</p> <p>ii) This Bank Guarantee shall be valid upto [the Expiry Date of the Guarantee] only; and</p> <p>iii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before, if no written claim or demand is received by us within the aforesaid period then all your rights under this Bank guarantee shall stand extinguished and we shall be discharged of all liabilities under this Bank Guarantee thereafter.</p> <p>iv) This bank guarantee is subject to the ICC uniform rules for demand guarantees (ICC publication no. 758) and shall be governed by and construed in all respects, in accordance with the laws of India</p>	<p>Following to be added in the Bid Security format as the Bank Guarantee formed needs to have the mentioned clause as same is mandatory for banks to have it.</p>	<p>The format is as per SBD dated 19.12.2022</p>
19	RFP	<p>APPENDIX III Power of Attorney for signing of Bid</p> <p>..... connection with or incidental to submission of our Bid for the ***** Project proposed or being developed by the ***** (the "Utility") including but not limited to signing and submission of all applications.....</p>	<p>Please clarify what needs to be mentioned in place of "*****".</p>			<p>Project Name & Utility Name Respectively</p>
20	Draft APP	<p>Recital (Pg no - 1)</p> <p>WHEREAS:</p> <p>Recital (Pg no - 1)</p> <p>WHEREAS:</p> <p>A. The Utility had resolved to procure electricity from a power generating station that would dedicate a contracted capacity of *** MW for production of electricity and supply thereof to the Utility on finance, own and operate (the "FOO") basis, in accordance with the terms and conditions to be set forth in an agreement for procurement of power to be entered into under and in accordance with the provisions of the Electricity Act, 2003.</p>	<p>Please clarify the Auxiliary consumption to be considered for computation of Gross Capacity from Contracted Capacity.</p>	<p>A. The Utility had resolved to procure electricity from a power generating station that would dedicate for a contracted capacity of *** MW <u>at the Delivery Point for</u> production of electricity and supply thereof to the Utility on finance, own and operate (the "FOO") basis, in accordance with the terms and conditions to be set forth in an agreement for procurement of power to be entered into under and in accordance with the provisions of the Electricity Act, 2003</p>	<p>The proposed changes is to bring in the clarity that Contracted Capacity in net capacity at Delivery Point and not gross capacity.</p>	<p>As per SBD dated 19.12.2022</p>
21	Draft APP	<p>1.2 Interpretation (Pg no 4)</p> <p>.....</p> <p>(k) reference to a "business day" shall be construed as reference to day (other than a Sunday) on which banks in the State where the utility is situated are generally open for business;</p>		<p>(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 <u>Power Station</u> is situated are generally open for business;</p>	<p>The proposed changes are in line with SBD dtd. 19.12.2022.</p>	<p>No Change</p>

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22	Draft APP	1.2 Measurements and arithmetic conventions (Pg no 6) All measurements and calculations shall be in the metric system and calculations done to 2 (two) decimal places, with the third digit of 5 (five) or above being rounded up and below 5 (five) being rounded down.		All measurements and calculations shall be in the metric system and calculations done to 2 (two) 3 (three) decimal places , with the third fourth digit of 5 (five) or above being rounded up and below 5 (five) being rounded down.		Accepted
23	Draft APP	3.1 The Procurement Contract (Pg. no 10) 3.1.1 Provided that at any time 3 (three) months, prior to the expiry of the Contract Period specified hereinabove, the Parties may with mutual agreement extend the Contract Period for such further period as they may determine, but not exceeding two years.		Provided that at any time 3 (three) months, prior to the expiry of the Contract Period specified hereinabove, the Parties may with mutual agreement extend the Contract Period for such further period as they may determine, but not exceeding two years.	The provision related to extension in contract period should be deleted as Fuel Supply Agreement (FSA) does not have any provision related to extension in FSA in line with extension in contract period of APP.	Not applicable as per SBD dt. 19.12.2022
24	Draft APP	4.1.2 (Pg no 11)		Additional Clause: <u>(g) Make an application before appropriate authority for grant of General Network Access (GNA) / T-GNA for carrying electricity beyond the Delivery Point till drawl point.</u>	Provision (g) has been added in light of the General Network Access (GNA) Regulation issued by Hon'ble CERC, where in only Buyer/Utility/ Beneficiary can seek GNA	No Change (Already in 6.1.1)
25	Draft APP	4.2 Damages for delay by the Utility (Pg no 14 – 15) 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, 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 of 20% (twenty per cent) of the Performance Security.		(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, 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) 0.5% (zero point five per cent) of the Performance Security for each day's delay until the fulfilment of such Conditions Precedent, subject to a maximum of 20% (twenty per cent) of the Performance Security and upon making such maximum, the Supplier may at its sole discretion, terminate this Agreement	The proposed changes are in line with SBD dtd. 19.12.2022.	Accepted

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26	Draft APP	<p>4.4 Deemed Termination upon delay (Pg. no 15)</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, 120 (one hundred twenty) days from 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 Agreement for Procurement of Power 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, 120 (one hundred twenty) days from the date of this Agreement or the extended period provided in accordance with this Agreement, all rights, privileges, claims and entitlements of the Supplier <u>and the Utility 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 parties, and the Agreement for Procurement of Power 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. Provided further that in the event the delay in occurrence of the Appointed Date is for reasons attributable to the Utility, the Performance Security given by the Utility shall be encashed and appropriated by the Supplier as Damages thereof.</u></p>		Accepted as per SBD dt. 19.12.2022
27	Draft APP	<p>4.5 Extension of Term of Agreement (Pg. no 15)</p> <p>In the event the damages are paid by the defaulting party as per provisions of clause 4.2 and 4.3 and the Agreement has not been terminated as per the provisions of Clause 4.4, the term of the Agreement shall be deemed to have been extended corresponding to the period of delay in fulfilment of conditions precedent. [For eg – If there is a delay of 15 days in the fulfilment of conditions precedent and the defaulting party has paid the applicable damages, the Appointed date shall start after 15 days from the originally stipulated Appointed Date.</p>		<p><u>Omitted</u> in the event the damages are paid by the defaulting party as per provisions of clause 4.2 and 4.3 and the Agreement has not been terminated as per the provisions of Clause 4.4, the term of the Agreement shall be deemed to have been extended corresponding to the period of delay in fulfilment of conditions precedent. [For eg – If there is a delay of 15 days in the fulfilment of conditions precedent and the defaulting party has paid the applicable damages, the Appointed date shall start after 15 days from the originally stipulated Appointed Date</p>	The said provision should be done away with as the defaulting party has paid the damages for the delay in completing the CP.	No change.
28	Draft APP	<p>5.1.4 (Pg no 16)</p> <p>.....</p> <p>Explanation: 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 the Contracted Capacity 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").</p>		<p>Explanation: 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 the Contracted Capacity over a period of one hour, after accounting for auxiliary consumption, and transmission losses upto the Point of Grid Connection <u>Delivery Point</u>, 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").</p>	The proposed changes are in line with SBD dtd. 19.12.2022.	Accepted.

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29		5.1.5 (Pg no 17) The Supplier shall, at its own cost and expense, in addition to and not in derogation of its obligations elsewhere set out in this Agreement:		5.1.5 The Supplier shall, at its own cost and expense, in addition to and not in derogation of its obligations elsewhere set out in this Agreement: Omitted	The proposed changes are in line with SBD dtd. 19.12.2022.	Changes are done in line with SBD dt. 19.12.2022
		(a) make, or cause to be made, necessary applications to the relevant Government Instrumentalities with such particulars as may be required for..... (k) perform and fulfil its obligations under the Fuel Supply Agreement].		(a) make, or cause to be made, necessary applications to the relevant Government Instrumentalities with such particulars as may be required for..... (k) perform and fulfil its obligations under the Fuel Supply Agreement].		
		5.2 Obligations relating to Project Agreements (Pg no 18)		5.2 Obligations relating to Project Agreements		
		It is expressly agreed that the Supplier shall, at all times, be responsible and liable for all its obligations under this Agreement notwithstanding anything contained in the Project Agreements or any other agreement, and no default under any Project Agreement or agreement shall excuse the Supplier from its obligations or liability hereunder.		Omitted It is expressly agreed that the Supplier shall, at all times, be responsible and liable for all its obligations under this Agreement notwithstanding anything contained in the Project Agreements or any other agreement, and no default under any Project Agreement or agreement shall excuse the Supplier from its obligations or liability hereunder.		
30	Draft APP	5.3 Obligations relating to Change in Ownership (Pg no 18) The Supplier shall not undertake or permit any Change in Ownership, except with the prior written approval of the Utility.		The Supplier shall not undertake or permit any Change in Ownership, except with the prior written approval of the without giving prior information to Utility.	The proposed changes are in line with SBD dtd. 19.12.2022	Accepted
31	Draft APP	5.4 Obligations relating to operation of the Power Station 5.4.1 The Supplier shall [ensure that the Developer shall if Supplier is a Trading provisions of the Act. 5.4.2 The Supplier shall [enter if Supplier is NOT a Trading Licensee, or cause the Developer to enter if under and in accordance with Applicable Laws.		5.4 Obligations relating to operation of the Power Station 5.4.1 Omitted The Supplier shall [ensure that the Developer shall if Supplier is a Trading provisions of the Act. 5.4.2 Omitted The Supplier shall [enter if Supplier is NOT a Trading Licensee, or cause the Developer to enter if under and in accordance with Applicable Laws.	The proposed changes are in line with SBD dtd. 19.12.2022	Changes are done in line with SBD dt. 19.12.2022
32	Draft APP	5.5 Obligations relating to SLDC and RLDC charges (Pg no 18) 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.		The Supplier shall be liable for payment of all the charges, due and payable under Applicable Laws by the Supplier to the SLDC of the state other than the state where the Utility is located and RLDC for and in respect of all its supplies to the Utility.	The clause needs to be modified as the Delivery point for supply of electricity is Nearest interconnection point of the Power Station with the CTU System.	Modified clause will be as follows: 5.5 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 respective SLDC and/or respective RLDC (as the case may be) for and in respect of all its supplies to the Utility."
33	Draft APP	9. PERFORMANCE SECURITY BY THE SUPPLIER AND THE UTILITY (Pg no – 28- 29)			The proposed changes are in line with SBD dtd. 19.12.2022	Performance Security by Utility will not be furnished. Letter of Credit will be furnished.
34	Draft APP	10.1 Contracted Capacity (Pg. 30) Pursuant to the provisions of this Agreement, the Supplier shall dedicate a generating capacity of _____MW to the Utility as the capacity contracted hereunder and the Contracted Capacity shall at all times be operated and utilised in accordance with the provisions of this Agreement.		Pursuant to the provisions of this Agreement, the Supplier shall dedicate a generating capacity of _____MW to the Utility as the capacity contracted hereunder and the Contracted Capacity shall at all times be operated and utilised in accordance with the provisions of this Agreement.	The proposed changes is to bring in the clarity that Contracted Capacity in net capacity at Delivery Point and not gross capacity.	Accepted

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35	Draft APP	<p>Clause 10.2 Despatch of unutilised Contracted Capacity (Pg. no 30) In the event that the Utility does not require the supply of the whole or part of the Contracted Capacity for a continuous period of 24 (twenty four) hours or more, it may, by a notice of at least 72 (seventy two) hours prior to such period, specify the reduction in dispatch of the Contracted Capacity and for such reduction in supply, it shall be entitled to a rebate equal to 25% (Twenty Five percent) of the Fixed Charge payable for Availability thereof and the waived Fixed Charge under Clause 10.2.2. Provided, however, that any reduction in supply under Clause 10.2.1 shall be uniform for a block of at least 24 (twenty four) hours and shall not vary between Peak Hours and Off-Peak Hours.</p>	<p>If there is any upward revision proposed by the Utility and the Supplier is not able to supply the power due to power sold in open market then original availability will be considered by the Utility for calculating the Normative Availability. PI confirm.</p> <p>Further, If Utility confirms the schedule for 60% of the contracted capacity but it does the downward revision to 50% then the Utility will be liable for payment of Full Fixed Charge instead of 25% rebate on fixed charge. Kindly confirm.</p>			Changes are done in line with SBD dt. 19.12.2022
36	Draft APP	<p>10.3 (Pg no – 30) In the event the Availability of the Power Station is reduced on account of scheduled maintenance, unscheduled maintenance, delay in commercial operation, shortage of Fuel 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, Provided further that such supply of electricity from any alternative source shall be limited to 180 (one eighty) days at a time and 365 (three hundred and sixty five) days for the entire Contract Period. For the avoidance of doubt, the Parties agree that in the event the Utility rejects any supply of electricity offered hereunder from an alternative source, the Supplier shall be deemed to be in compliance with this Agreement for the purpose of determination of Availability and payment of Fixed Charge.</p>		<p>In the event the Availability of the Power Station is reduced on account of scheduled maintenance, unscheduled maintenance, delay in commercial operation, shortage of Fuel 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, and such supply shall, for payment of Fixed Charge and Variable Charge, be deemed to be supply under and in accordance with the provisions of this Agreement. Provided further that such supply of electricity from any alternative source shall be limited to 180 (one eighty) days at a time and 365 (three hundred and sixty five) days for the entire Contract Period. For the avoidance of doubt, the Parties agree that in the event the Utility rejects any supply of electricity offered hereunder from an alternative source, the Supplier shall be deemed to be in compliance with this Agreement for the purpose of determination of Availability and payment of Fixed Charge. ...</p>	<p>As the Utility is not liable to pay any extra cost for such procurement of power under alternate source and all such liabilities shall remain with the Supplier. So, the restriction imposed on the number of days for power supply to Utility under alternate source shall be removed.</p>	Changes are done in line with SBD dt. 19.12.2022
37	Draft APP	<p>10.6 (Pg no – 31) The Supplier shall ensure the uniform Availability of the Power Station on round the clock basis except due technical constraints. The Utility may opt for a lower capacity requirement during pre-specified hours based on the Day Ahead requisition submitted by Utility. The Power will be scheduled under GNA and TGNA based on the requirement of Utility. In case Supplier being Trader and if power is not scheduled under GNA then Trader shall schedule Power under TGNA as per requirement of Utility and pay requisite TGNA charges which will be reimbursed by Utility along with Monthly Invoice payment.</p>		<p>The Supplier shall ensure the uniform Availability of the Power Station on round the clock basis except due technical constraints. The Utility may opt for a lower capacity requirement during pre-specified hours based on the Day Ahead requisition submitted by Utility. The Power will be scheduled under GNA and TGNA based on the requirement of Utility. In case Supplier being Trader and if power is not scheduled under GNA then Trader shall schedule Power under TGNA as per requirement of Utility and pay requisite TGNA charges which will be reimbursed by Utility along with Monthly Invoice payment. <u>Utility shall ensure that it will not offtake power lower than the technical minimum requirement of the plant.</u></p>	<p>Supplier cannot run the Unit below its technical minimum requirement. So, Utility shall ensure offtake up to technical minimum requirement.</p>	As per SBD dated 19.12.2022

Sr. No.	Document	Clause No. and Existing Provision	Clarification Required	Suggested text for the Amendment	Rationale for Clarification or Amendment	MSEDCL REPLY
38	Draft APP	11.4.3 (Pg no – 35) Pursuant to the provisions of Clause 11.4.4, the Supplier shall not, for and in respect of any day, be entitled to receive payment of Fixed Charge for Availability exceeding 85% (eighty five per cent) thereof, and in the event it supplies electricity to the Utility in excess of such 85% (eighty five per cent), such excess supply shall be eligible only for payment of Variable Charge.	If the said clause is retained as it is, then Please clarify below points: 1. The billing of Fixed charges for a particular month shall be on cumulative availability basis till that month. Example: Suppose availability for the month of April is 100% and for the month of May it is 70%, then fixed charges payable for the month of May shall be on cumulative availability of 85% ((100 + 70)/2). 2. The annual reconciliation of Availability is done for the purpose of payment of Fixed Charges to the supplier.	Pursuant to the provisions of Clause 11.4.4, the Supplier shall not, for and in respect of any day, be entitled to receive payment of Fixed Charge for Availability exceeding 85% (eighty five per cent) thereof, and in the event it supplies electricity to the Utility in excess of such 85% (eighty five per cent), such excess supply shall be eligible only for payment of Variable Charge. <u>Provided that the Availability to be considered for calculation of Fixed Charges shall be reconciled annually on cumulative basis.</u>		1. The billing of Fixed charges for a particular month shall be on cumulative availability basis till that month. 2. Changes are done as per SBD dt. 19.12.2022
39	Draft APP	11.4.4(Pg no – 35) In the event that any shortfall in supply of electricity to the Utility occurs on..... The Parties further agree that any and all revenues received from Buyers shall be applied first towards reduction of Fixed Charge payable by the Utility hereunder and only the balance remaining shall be appropriated by the Supplier.		In the event that any shortfall in supply of electricity to the Utility occurs on..... The Parties further agree that any and all revenues received from Buyers shall be applied first towards reduction of Fixed Charge payable by the Utility hereunder and only the balance remaining shall be appropriated by the Supplier.	The proposed changes are in line with SBD dtd. 19.12.2022.	Changes are done as per SBD dt. 19.12.2022
40	Draft APP	11.4.5 (Pg no – 35) Omitted.		<u>11.4.5</u> <u>In the event that any shortfall in supply of electricity to the Utility occurs on account of shortage of Fuel, Availability shall be deemed to be reduced in accordance with the provisions of Clause 11.5.3. Provided, however, that the Non-Availability arising as a consequence of shortage of Fuel caused by any event of Force Majeure shall, for the purpose of payment of Fixed Charge, be deemed to be availability to the extent of 30% (thirty per cent) of the Non-Availability hereunder.</u>	As per the RFQ Supplier has access to assured fuel supply i.e. Fuel Supply Agreement (FSA) and if there is any shortfall in coal supply against the FSA same is beyond the control of the Supplier, hence Supplier should be compensated against such shortfall.	Deleted as per amendment dated 12.05.2023
41	Draft APP	11.5.5 (Pg no – 31) In the event that any shortfall in supply of electricity to the Utility occurs on account..... or Developer through the Supplier if Supplier is a Trading Licensee]to the Utility forthwith.		In the event that any shortfall in supply of electricity to the Utility occurs on account..... or Developer through the Supplier if Supplier is a Trading Licensee]to the Utility forthwith. <u>Provided that where the Fuel is being supplied under allocated coal linkage, the Supplier shall have an option to arrange the Fuel from an alternate source. The Utility shall be intimated if the increase in Variable Charge is greater than 30 % (thirty percent).</u> <u>Provided that if the Utility does not schedule the power, the Supplier shall have the option to offer such power in the power exchange.</u> <u>Provided further that compliance of any order issued by the central government in respect of blending of imported fuel shall be binding on the parties.</u> <u>Provided also that in case of shortage of linkage coal and the Supplier arranges coal from alternate sources, the Energy Charge shall be calculated as per methodology specified in Schedule F.</u>	The proposed changes are in line with SBD dtd. 19.12.2022.	Changes are done as per SBD dt. 19.12.2022

Sr. No.	Document	Clause No. and Existing Provision	Clarification Required	Suggested text for the Amendment	Rationale for Clarification or Amendment	MSEDCL REPLY
42	Draft APP	11.6.1 (Pg no – 36) Omitted.		<u>In the event that the Availability in any month exceeds the Normative Availability, the Supplier shall, 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 Power Station. For the avoidance of doubt and by way of illustration, in the event the Availability in any month shall exceed the Normative Availability by 3% (three per cent) of the Contracted Capacity but the Despatch during that month shall exceed 1% (one per cent) of the Contracted Capacity, the Incentive payable hereunder shall be restricted to such 1% (one per cent) only.</u>	Supplier should be incentivized for making the capacity available above the normative availability,	Incentive is not payable as per SBD dt. 19.12.2022
43	Draft APP	11.6.3 (Pg no – 37) The Parties expressly agree that within 30 (thirty) days of the close of every Accounting Year, the cumulative monthly Availability for such year shall be determined and the Incentive or Damages, as the case may be, shall be computed with reference to the Normative Availability for that year. The amount so arrived at shall be adjusted against the Incentives or Damages determined for the respective months of the year and the balance remaining shall be adjusted in the following Monthly Invoice.		The Parties expressly agree that within 30 (thirty) days of the close of every Accounting Year, the cumulative monthly Availability for such year shall be determined and the Incentive or Damages <u>and Fixed Charges</u> , as the case may be, shall be computed with reference to the Normative Availability for that year. The amount so arrived at shall be adjusted against the Incentives or Damages determined for the respective months of the year and the balance remaining shall be adjusted in the following Monthly Invoice. <u>However, it is clarified that no Damages shall be payable for reduction in Availability on account of deficiency in intra-state transmission system and shortage of fuel.</u>	Supplier should not be liable to pay damages in case of shortage of fuel as both is beyond control of Supplier. Also, as the Incentive and Damages are getting reconciled, similarly Fixed Charges should also be reconciled.	Changes are done as per SBD dt. 19.12.2022
44	Draft APP	11.8.1 (Pg no – 37) The Parties expressly agree that the Tariff shall be inclusive of all taxes and duties, save and except the taxes and duties specified in Clause 11.8.2. It is further agreed that the Supplier shall pay all taxes and duties, including the taxes and duties specified in Clauses 11.8.2, in accordance with Applicable Laws.		The Parties expressly agree that the Tariff shall be inclusive of all taxes and duties, save and except the taxes and duties specified in Clause 11.8.2. It is further agreed that the Supplier shall pay all taxes and duties, including the taxes and duties specified in Clauses 11.8.2, in accordance with Applicable Laws.. <u>For avoidance of doubt, it is clarified that the Tariff quoted is inclusive of all the Taxes & Duties, 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.</u>	The clause need to be modified to take care any change in Tax & Duties after Bid due date.	No change

Sr. No.	Document	Clause No. and Existing Provision	Clarification Required	Suggested text for the Amendment	Rationale for Clarification or Amendment	MSEDCL REPLY
45	Draft APP	11.8.2 (Pg no 37) The Tariff and Incentives payable by the Utility under this Article 11 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.	Please clarify the quoted tariff should be inclusive of Taxes & Duties?	11.8.2 The Tariff and Incentives payable by the Utility under this Article 11 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-- <i>inclusive of taxes on input such as Service Tax, Value Added Tax or General Sales Tax, Custom Duty on Fuel or any replacement thereof, if applicable, For avoidance of doubt, it is clarified that the Tariff quoted is inclusive of all the above 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, the Tariff and incentive payable by the Utility under this Article 11 shall be exclusive of taxes applicable on sale / production of electricity /output such as any Service Tax, Electricity Duty, Value Added Tax or General Sales Tax shall be paid by the Supplier and reimbursed by the Utility upon submission of necessary particulars by the Supplier.</i>	The clause needs to be modified so the bidders have the clarity with regards to Taxes & Duties.	Changes are done as per SBD dt. 19.12.2022. For avoidance of doubt, tariff payable by the Utility shall be exclusive of taxes on input and sale/production of electricity as on bid date.
46	Draft APP	11.9.1 (Pg no – 37) Commencing from the month following the month in which the Appointed Date 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 Variable 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.	Please clarify the following points: 1. For the purpose of claiming the Fixed Charges, billing to be done based on cumulative availability from 1st April till the last day of the billing month. 2. We understand that bills would be raised based on daily schedule published on RLDC website.			1. Yes. For the purpose of claiming the Fixed Charges, billing to be done based on cumulative availability from 1st April till the last day of the billing month. 2.Yes. The bills should be raised based on daily schedule published on RLDC /SLDC website, as applicable.
47	Draft APP	11.9.2 (Pg no – 38) (e) detailed calculations of the Variable Charge, in respect of the electricity dispatched, computed in accordance with Article 12; (f) detailed calculations of the Damages in accordance with the provisions of Clause..... (i) details in respect of Damages payable in accordance with the provisions of this Agreement;	As per our understanding below calculation is to be submitted under the said requirement: Units Supplied in a Month in kWh x cost of Variable charge in Rs/kWh. Please Clarify	..... (e) detailed calculations of the Variable Charge, in respect of the electricity dispatched, computed in accordance with Article 12; (f) detailed calculations of the <i>Incentives and/or</i> Damages in accordance with the provisions of Clause..... (i) details in respect of Damages <i>or Incentives</i> payable in accordance with the provisions of this Agreement;	Supplier should be incentivized for making the capacity available above the normative availability,	No change

Sr. No.	Document	Clause No. and Existing Provision	Clarification Required	Suggested text for the Amendment	Rationale for Clarification or Amendment	MSEDCL REPLY
48	Draft APP	<p>11.10.1 (Pg no – 38)</p> <p>..... 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>11.10.2 If any amount is payable by either Party to the other Party upon determination of a dispute regarding any Disputed Amount under the Dispute Resolution Procedure, such amount shall be deemed to be payable on the date when it first became due under this Agreement, and interest for the period of delay shall be due and payable at the rate specified in Clause 25.4.</p>	<p>Please share the applicable rule issued by Ministry of Power.</p>	<p>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 <u>and provisions of the applicable rules issued by the Ministry of Power, as amended from time to time, shall be applicable on such delayed payments.</u> 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>11.10.2 If any amount is payable by either Party to the other Party upon determination of a dispute regarding any Disputed Amount under the Dispute Resolution Procedure, such amount shall be deemed to be payable on the date when it first became due under this Agreement, and interest for the period of delay shall be due and payable at the rate specified in Clause 25.4: <u>provisions of the applicable rules issued by the Ministry of Powers, as amended from time to time, shall be applicable on such amounts.</u></p>	<p>The proposed changes are in line with SBD dtd. 19.12.2022.</p>	<p>Revised Clause 11.10.1 is as follows: "11.10.1 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>2. Cl. 11.10.2 is as per SBD dt. 19.12.2022</p>
49	Draft APP	<p>11.9.3 (Pg no – 38)</p> <p>The Utility shall, within 30 (thirty) days of receipt of a Monthly Invoice in accordance with Clause 11.9.1 (the "Payment Due Date"), make payment of the amount claimed directly, through electronic transfer, to the nominated bank account of the Supplier, save and except any amounts which it determines as not payable or disputed (the "Disputed Amounts").</p>		<p>The Utility shall, within 30 (thirty) days of receipt of a Monthly Invoice in accordance with Clause 11.9.1 (the "Payment Due Date"), make payment of the amount claimed directly, through electronic transfer, to the nominated bank account of the Supplier, save and except any amounts which it determines as not payable or disputed (the "Disputed Amounts").</p> <p><i>In case the TGNA application has to be processed by Supplier, then all the open access charges beyond Delivery Point shall be reimbursed by MSEDCL to the Supplier within 3 days from the date of raising of Invoice / bill through e-mail. Date of receipt of Invoice / bill shall be counted as day 1.</i></p>		<p>The clause shall be as per tender document.</p>

Sr. No.	Document	Clause No. and Existing Provision	Clarification Required	Suggested text for the Amendment	Rationale for Clarification or Amendment	MSEDCL REPLY
49	Draft APP	11.11 Discount for early payment (Pg no 39) The Parties expressly agree that in the event the Utility pays the billed amount within the periods as specified below, it shall be entitled to deduct specified percentage of the amount by way of discount for early payment: (i) Upto 5 days from the date of submission of the invoice - 1.5% (ii) Upto - 10 days from the date of submission of the invoice - 1.4% (iii) Upto - 15 days from the date of submission of the invoice - 1.3% (iv) Upto - 20 days from the date of submission of the invoice - 1.2% (v) Upto - 25 days from the date of submission of the invoice - 1.1% (vi) Upto - 30 days from the date of submission of the invoice - 1.0%		The Parties expressly agree that in the event the Utility pays the billed amount within the periods as specified below, it shall be entitled to deduct specified percentage of the amount by way of discount for early payment: (i) Upto 5 days from the date of submission of the invoice - 1.5% (ii) Upto - 10 days from the date of submission of the invoice -1.4% (iii) Upto - 15 days from the date of submission of the invoice -1.3% (iv) Upto - 20 days from the date of submission of the invoice -1.2% (v) Upto - 25 days from the date of submission of the invoice -1.1% (vi) Upto - 30 days from the date of submission of the invoice -1.0%	The graded discount system does not encourage Utility to make the payment within 5 days after the receipt of the bill as by paying bills on 30 th days they can claim 1% discount. So, discount for early payment should be only applicable if the payment is made within 5 days.	NO CHANGE
50	Draft APP	13.2.1 (Pg no – 42) The Utility shall, no later than 30 (thirty) days prior to the likely date of the Appointed Date, provide to the Supplier, an unconditional, revolving and irrevocable letter of credit for an amount equivalent to the Minimum Monthly Payment (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-E and shall come into effect on the Appointed Date, and shall be modified once every year to reflect the revision in Monthly Payment in accordance with the provisions of this Agreement.		The Utility shall, no later than 30 (thirty) days prior to the likely date of the Appointed Date, provide to the Supplier, an unconditional, revolving and irrevocable letter of credit for an amount equivalent to twice the Minimum Monthly Payment Invoice (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-E and shall come into effect on the Appointed Date and shall be modified once every year to reflect the revision in Monthly Payment in accordance with the provisions of this Agreement.	Since billing is on monthly basis and payment due date is 30 days after billing date. Hence by the time first payment is due the supplier has already supplied power for almost two months; hence the value of LC must be of an amount equivalent to twice the Monthly Invoice.	Done as per SBD dated 19.12.2022
51	Draft APP	13.2.2 to 13.5 (Pg no - 44)			Please align the said provision in line with SBD dtd. 19.12.2022.	Accepted. However, there is no Default Escrow arrangement.
52	Draft APP	16.1 Audited accounts (Pg no – 49)		16.1 Audited accounts	The Clause is relevant for long term PPAs. A supplier may have signed multiple medium term PPAs with different Procurers and each Procurer may have separate requirements, which for a Supplier would be difficult to fulfill.	No change
		16.2 Appointment of auditor (Pg no – 49)		16.2 Appointment of auditor	Further, it's not possible to provide the audited financial results by 30th May each year. It takes around 120 – 150 days. In light, of the above the provision 16.1 & 16.2 should be deleted.	

Sr. No.	Document	Clause No. and Existing Provision	Clarification Required	Suggested text for the Amendment	Rationale for Clarification or Amendment	MSEDCL REPLY
53	Draft APP	17.6 Allocation of costs arising out of Force Majeure (Pg no – 55) Upon occurrence of a Force Majeure Event after the Appointed Date, the Parties shall bear their respective Force Majeure Costs and neither Party shall be required to pay to the other Party any costs thereof.		Upon occurrence of a Force Majeure Event after the Appointed Date, <i>shall be allocated and paid as follows (a) upon occurrence of a Force Majeure Event as per clause 17.2, the Parties shall bear their respective Force Majeure Costs t he Other events and neither Party shall be required to pay to the other Party any costs thereof. b) upon occurrence of a Other Events as per clause 17.3, all Force Majeure Costs attributable to such Other Events shall be reimbursed by the Utility to the Supplier.</i>	Any cost implication related to other Events should be reimbursed to Supplier by the Utility.	No change
54	Draft APP	Additional clause to be mentioned		<i>Clause to be added. 17.9 Relief for Unforeseen Events</i>	Clause related to relief for unforeseen events needs to be added in line with SBD for FOO dtd. 29.01.2019.	Not Acceptable
55	Draft APP	18.2 Compensation for default by the Utility (Pg no – 57) I n the event of the Utility being in material breach or default of this Agreement at any time after the Appointed Date, it shall, upon receipt of the demand supported by necessary particulars thereof, pay to the Supplier by way of compensation, all direct costs suffered or incurred by the Supplier as a consequence of such material breach or default; provided that no such compensation shall be payable for any material breach or default in respect of which Damages have been expressly specified in this Agreement. For the avoidance of doubt, compensation payable may include interest payments on debt, O&M Expenses and all other costs directly attributable to such material breach or default but shall not include loss on account of Tariff, revenues from sale of electricity to other Distribution Licensees and Buyers, and other revenues, debt repayment obligations, or any consequential losses.		In the event of the Utility being in material breach or default of this Agreement at any time after the Appointed Date, <i>then the recovery by the Supplier shall be made in accordance with the procedure provided in the applicable rules issued by the Ministry of Power, as amended from time to time.</i> it shall, upon receipt of the demand supported by necessary particulars thereof, pay to the Supplier by way of compensation; all direct costs suffered or incurred by the Supplier as a consequence of such material breach or default; provided that no such compensation shall be payable for any material breach or default in respect of which Damages have been expressly specified in this Agreement. For the avoidance of doubt, compensation payable may include interest payments on debt, O&M Expenses and all other costs directly attributable to such material breach or default but shall not include loss on account of Tariff, revenues from sale of electricity to other Distribution Licensees and Buyers, and other revenues, debt repayment obligations, or any consequential losses.	The proposed changes are in line with SBD dtd. 19.12.2022.	Done as per SBD dated 19.12.2022
56	Draft APP	Clause 19.3 Termination Payment (Pg. 61) 19.3.1 Upon Termination on account of a Supplier Default, the Supplier shall pay to the Utility, 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 Contracted Capacity was Available for such 6 (six) months from the date of Termination. 19.3.2 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 3 (three) months as if the Contracted Capacity was Available for such 3 (three) months from the date of Termination. 19.3.3 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		Clause 19.3 Termination Payment 19.3.1 Upon Termination on account of a Supplier Default, the Supplier shall pay to the Utility, 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 Contracted Capacity was Available for such 6 (six) months from the date of Termination. 19.3.2 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 3 (three) 6 (six) months as if the Contracted Capacity was Available for such 3 (three) 6 (six) months from the date of Termination. 19.3.3 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	Damages payable by either party to other party should be equal.	Accepted
57	Draft APP	ARTICLE 21 CHANGE IN LAW (Pg no-65)				

Sr. No.	Document	Clause No. and Existing Provision	Clarification Required	Suggested text for the Amendment	Rationale for Clarification or Amendment	MSEDCL REPLY
		Considering the Lumpsum Tariff option and Medium Term Bid is not Source or Fuel Specific hence Notwithstanding to anything contained in APP, Utility shall not accept any change in law claim		<p>Considering the Lumpsum Tariff option and Medium Term Bid is not Source or Fuel Specific hence Notwithstanding to anything contained in APP, Utility shall not accept any change in law claim</p> <p><u><i>the Supplier suffers an increase in costs or reduction in net after-tax return or other financial burden, the aggregate financial effect of which exceeds 0.1% (zero point one percent) of the Capacity Charge in any Accounting Year or 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 gain, the aggregate financial effect of which exceeds 0.1% (zero point one percent) of the Capacity Charge in any Accounting Year, the impact of Change in Law to be adjusted and recovered shall be computed in accordance with the procedure provided in the applicable rules issued by the Ministry of Power.</i></u></p> <p><u><i>21.3 No claim in the event of recovery from Buyers</i></u></p> <p><u><i>Notwithstanding anything to the contrary contained in this Agreement, the Utility shall not in any manner be liable to reimburse to the Supplier any sums on account of a Change in Law if the same are recoverable from the Buyers.</i></u></p> <p><u><i>21.4 Exclusions to the Change in Law</i></u> <u><i>The term 'Change in Law' shall not include any change in any withholding tax on income or dividends distributed to the shareholders of the Seller.</i></u></p>	As per the SBD change in law is irrespective of the type of bidding. So, Change In Law should be part of the APP in line with SBD dtd. 19.12.2022.	No Change
58	Draft APP	25.4 Delayed payments (Pg no – 72)				
		The Parties hereto agree that payments due from one Party to the other Party under the provisions of this Agreement shall be made within the period set forth therein, and if no such period is specified, within 30 (thirty) days of receiving a demand along with the necessary particulars. Unless otherwise specified in this Agreement, in the event of delay beyond such period, the defaulting Party shall pay interest for the period of delay calculated at a rate lower of the one year Marginal Cost of Lending Rate (MCLR) of the State Bank of India (SBI) issued from time to time or actual rate of interest incurred on working capital by the supplier for the particular period and recovery thereof shall be without prejudice to the rights of the Parties under this Agreement including Termination thereof.		The Parties hereto agree that payments due from one Party to the other Party under the provisions of this Agreement shall be made within the period set forth therein, and <u><i>in the event of delay beyond such period the recovery thereof shall be in accordance with the applicable rules issued by the Ministry of Power, as amended from time to time. if no such period is specified, within 30 (thirty) days of receiving a demand along with the necessary particulars. Unless otherwise specified in this Agreement, in the event of delay beyond such period, the defaulting Party shall pay interest for the period of delay calculated at a rate lower of the one year Marginal Cost of Lending Rate (MCLR) of the State Bank of India (SBI) issued from time to time or actual rate of interest incurred on working capital by the supplier for the particular period and recovery thereof shall be without prejudice to the rights of the Parties under this Agreement including Termination thereof.</i></u>	The proposed changes are in line with SBD dtd. 19.12.2022.	Accepted
59	Draft APP	26.1 Definitions Change in Law means the occurrence of any of the following after the Bid Date:				
		Taxes: means any Indian taxes including excise duties, customs duties, value added tax, sales tax, local taxes, cess			Please align the Definition of Change in law, Taxes etc in line with SBD dtd. 19.12.2022.	Accepted

Sr. No.	Document	Clause No. and Existing Provision	Clarification Required	Suggested text for the Amendment	Rationale for Clarification or Amendment	MSEDCL REPLY
60	Draft APP	<p>Schedule B Performance Security (Pg no 85)</p> <p>7. this Guarantee will remain in force for the period specified in paragraph 8 below and unless a demand or claim in writing is made by the Utility on the Bank under this Guarantee, no later than 6 (six) months from the date of expiry of this Guarantee,</p> <p>11. This Guarantee shall come into force with immediate effect and shall remain in force and effect for a period of two years from the date hereof or until it is released earlier by the Utility pursuant to the provisions of the Agreement.</p>		<p>7. this Guarantee will remain in force for the period specified in paragraph 8 below and unless a demand or claim in writing is made by the Utility on the Bank under this Guarantee, no later than 6 (six) months from the date of expiry of this Guarantee,</p> <p>11. This Guarantee shall come into force with immediate effect and shall remain in force and effect for a period of two years <u>6 months</u> from the date hereof or until it is released earlier by the Utility pursuant to the provisions of the Agreement.</p>	<p>As per clause 9.1.1 Performance Security shall remain valid for a period of 6 months after the date of commencement of supply. But the provision related to validity in Scheule B is contradictory to clause 9.1.1.</p> <p>So, we request you to align the validity provision in line with clause 9.1.1.</p>	No change
63	Draft APP	<p>Schedule F</p> <p>METHODOLOGY FOR CALCULATION OF ECR FOR BLENDING WITH ALTERNATE SOURCES</p>		<p><u>Schedule F</u></p> <p><u>METHODOLOGY FOR CALCULATION OF ECR FOR BLENDING WITH ALTERNATE SOURCES</u></p>	Kindly incorporate the Schedule – F as per SBD.	Accepted
64	Draft RFQ	<p>2.2.2(B) Financial Capacity: The Bidder and/or its Associate shall have a minimum Net Worth (the “Financial Capacity”) equivalent to Rs. 1 crore (Rs. one crore) per MW of the capacity the Bidder is willing to Bid, at the close of the preceding financial year.</p>		<p>2.2.2(B) Financial Capacity: The Bidder and/or its Associate shall have a minimum Net Worth (the “Financial Capacity”) equivalent to Rs. 1 crore (Rs. one crore) per MW of the capacity the Bidder is willing to Bid, before the bid due date.</p>		Accepted
65	Draft RFQ	<p>2.12.2 (iv) copies of Bidder’s and Developer’s (in case of Trading Licensee) duly audited balance sheet and profit and loss account for the preceding three years;</p>			Non Submission of audited balance sheet & profit & loss account of last 3 years as the company was established on 13.02.2024.	Accepted

PTC 23.12.2024– MSEDCL - Queries Reply: Bidding for Procurement of 1000 MW of electricity on medium-term basis

PTC Queries	S. No.	Document	Clause No. & Existing Provision	Clarification Required	Suggested Text for Amendment	MSEDCL REPLY
	1.	RFQ	1.1.5 All Bidders shall indicate the particulars of the relevant Power Station in the form specified at Annex-V of Appendix-I and at National e-Bidding Portal (“ DEEP Portal ”) developed by PFC Consulting Ltd. Bidders may bid for the capacity specified in Clause 1.1.1, or a part thereof, not being less than 50% (fifty per cent) of such capacity or 100 (one hundred) MW, whichever is lower.	It is requested to reduce the minimum capacity to 50 MW for better participation and increased competition.	1.1.5 All Bidders shall indicate the particulars of the relevant Power Station in the form specified at Annex-V of Appendix-I and at National e-Bidding Portal (“ DEEP Portal ”) developed by PFC Consulting Ltd. Bidders may bid for the capacity specified in Clause 1.1.1, or a part thereof, not being less than 50 (Fifty) MW, whichever is lower.	Yes. 50 MW capacity minimum accepted
	2.	RFQ	1.3 Schedule of Bidding Process Last date and time for receiving queries on RFQ and RFP 23.12.2024 at 15.00 hrs.	Queries on RFQ and RFP are being submitted. Further, as the draft APP was issued by MSEDCL on 21.12.2024, Saturday only. It is requested to allow some time to submit queries on draft APP.	Last date and time for receiving queries on draft APP is 26.12.2024 at 17.00 hrs.	NA
	3.	RFQ	1.4 Pre-Bid Meeting The date, time and venue of the Pre-Bid Meeting shall be: Date: 27.12.2024 Time: 11.00 am Venue: Office of the Chief Engineer, Power Purchase, 5th floor, Prakashgad, Bandra (East)	Pre-bid meeting may be organized in hybrid mode i.e. online and off-line for better participation. Link may be shared to attend the meeting online who may not be able to present in person.		NA
	4.	RFQ	2.2 Eligibility of Bidders 2.2.1 For determining the eligibility of Bidders for their pre-qualification hereunder, the following shall apply: (d) the Power Station has access to an assured supply of Fuel;	As the tariff to be quoted is on lumpsum basis and bidders can source fuel from open market/ e-auction/ imported coal etc., therefore, kindly wave off the assured supply of fuel criteria or consider an undertaking from Bidders/Generators for arrangement of assured supply of fuel who does not have LOA/FSA	(d) Deleted. Or Undertaking for arrangement of assured supply of fuel will be considered.	Bidder can submit undertaking for fuel arrangement as per Annexure A
	5.	RFQ	2.2.2 (A) Technical Capacity: For demonstrating technical capacity and experience (the “Technical Capacity”), the Bidder shall own and operate power generating station(s) having an installed capacity equivalent to at least twice the capacity for which the Bidder is willing to Bid.	In case a power plant is having installed capacity of 120 MW, then as per extant provision, it will not be able to offer more than 60 MW even though it may have entire capacity untied and available to offer in the bid to MSEDCL. Such plants may not be able to even participate as the minimum bid capacity is 100 MW. Therefore, it is requested to relax the provision of having installed capacity equivalent to at least twice the offered capacity for better participation and increased competition.	2.2.2 (A) Technical Capacity: For demonstrating technical capacity and experience (the “Technical Capacity”), the Bidder shall own and operate power generating station(s) having an installed capacity equivalent to at least twice the capacity for which the Bidder is willing to Bid.	Accepted. For avoidance of doubt, bidder shall be able to offer contracted capacity at Delivery Point after accounting for Auxilliary consumption, Transmission losses upto the Delivery Point.

PTC Queries	S. No.	Document	Clause No. & Existing Provision	Clarification Required	Suggested Text for Amendment	MSEDCL REPLY
	6.	RFQ	2.12.2 Documents required to be uploaded as per this RFQ shall contain: (vi) a copy of Fuel Supply Agreement or equivalent arrangement for the Power Station;	Since no specific fuel source is mandated, Bidders/Developers may arrange e-auction coal/market coal for supply of power under this tender. Hence FSA or equivalent arrangement may be deleted. Alternatively, Bidders should be allowed to submit an undertaking for arrangement of assured supply of fuel for the contracted capacity. Submission of FSA may be deleted or modified accordingly.	2.12.2 Documents required to be uploaded as per this RFQ shall contain: (vi) a copy of Fuel Supply Agreement or equivalent arrangement for the Power Station or submit an undertaking for arrangement of assured supply of fuel;	Bidder may submit undertaking for arrangement of assured supply of fuel
	7.	RFQ	General	We understand that a Thermal Power station which is under advanced stages of construction/commissioning whose Scheduled COD is April 2025 is allowed to participate in the subject tender. Further, in case of any unlikely delay in commercial operation, provisions of APP shall be applicable. It is requested to kindly clarify the same so that we can participate from the said power station.		Only for power stations that have achieved COD before NIT Floating dated 13.12.2024
	8.	APP		As the draft APP was issued by MSEDCL on 21.12.2024, Saturday only. It is requested to allow some time to submit queries on draft APP.		NA

PTC 24.12.2024– MSEDCL - Queries Reply: Bidding for Procurement of 1000 MW of electricity on medium-term basis

S. No.	Document	Clause No. & Existing Provision	Clarification Required	Suggested Text for Amendment	MSEDCL REPLY
1	APP	9.4 Deemed Performance Security	In MBD there are no provisions of Deemed Performance Security and appropriation of Deemed Performance Security clauses.		Modified as per SBD Dated 19/12/2022
		9.5 Appropriation of Deemed Performance Security	May please be corrected		
2	APP	10.3 Substitute Supply		10.3 Substitute Supply	Accepted
		In the event the Availability of the Power Station is reduced on account of scheduled maintenance, unscheduled maintenance, shortage of Fuel or Force Majeure,.....	As per MBD, Substitute supply of power is applicable in case of delay in commercial operation also. Please include the same to align with MBD.	In the event the Availability of the Power Station is reduced on account of scheduled maintenance, unscheduled maintenance, delay in commercial operation , shortage of Fuel or Force Majeure,.....	
3	APP	ARTICLE 21			No change
		CHANGE IN LAW			
		Considering the Lumpsum Tariff option and Medium Term Bid is not Source or Fuel Specific hence Notwithstanding to anything contained in APP, Utility shall not accept any change in law claim.	Change in Law events are difficult to foresee and factored in the tariff even for Lumpsum tariff option. Therefore, Change in Law claims may please be allowed as per MBD		

S. No.	Document	Clause No. & Existing Provision	Clarification Required	Suggested Text for Amendment	MSEDCL REPLY
4	APP	Definition			Accepted
		<p>“Contract Period” means the period starting on and from the Appointed Date and ending on the earlier of the 3rd (third) anniversary of the Appointed Date and the date of termination of the Agreement;</p>	<p>Definition of Contract Period as per MBD is different than what is mentioned in the draft APP. Same may please be corrected</p>	<p>“Contract Period” means the period starting on and from date of commencement of supply as per clause 4.6 of this agreement and ending on the earlier of the [***] anniversary of the date of commencement of supply and the date of termination of the Agreement;</p>	
5	APP	SCHEDULE-B PERFORMANCE SECURITY		SCHEDULE-B PERFORMANCE SECURITY	no changes
		<p>7. this Guarantee will remain in force for the period specified in paragraph 8 below and unless a demand or claim in writing is made by the Utility on the Bank under this Guarantee, no later than 6 (six) months from the date of expiry of this Guarantee,</p>	<p>Clause 9.1.1 of the APP provides that Bank Guarantee shall be for a period of 6 (six) months. Therefore, in order to align with the above provisions, the suggested changes should be incorporated.</p>	<p>7. this Guarantee will remain in force for the period specified in paragraph 8 below and unless a demand or claim in writing is made by the Utility on the Bank under this Guarantee, no later than 6 (six) months from the date of expiry of this Guarantee,</p>	

S. No.	Document	Clause No. & Existing Provision	Clarification Required	Suggested Text for Amendment	MSEDCL REPLY
		<p>11. This Guarantee shall come into force with immediate effect and shall remain in force and effect for a period of two years from the date hereof or until it is released earlier by the Utility pursuant to the provisions of the Agreement.</p>		<p>11. This Guarantee shall come into force with immediate effect and shall remain in force and effect for a period of six months from the date hereof or until it is released earlier by the Utility pursuant to the provisions of the Agreement.</p>	

Reliance– MSEDCL - Queries Reply: Bidding for Procurement of 1000 MW of electricity on medium-term basis

Sr. No.	Our Request	MSEDCL REPLY
1	Current EMD cost is Rs. 5,00,000/- per MW. We request you to reduce the cost of EMD to Rs. 1,00,000/- per MW, as per the current bidding trends for power procurement.	Bid security of Rs. 2 Lakh/MW will be applicable
2	The bid submission deadline is 16th January, 2025. We request you to extend the same by 4 weeks to allow sufficient time to prepare our most competitive bid.	No change
3	Currently the tender allows for bidding for upto 50% of the bidder's current capacity. However, the bidder should be allowed to bid for upto 100% capacity available with the bidder.	Accepted. For avoidance of doubt, bidder shall be able to offer contracted capacity at Delivery Point after accounting for Auxilliary consumption, Transmission losses upto the Delivery Point.

Sr. No.	Our Request	MSEDCL REPLY
4	The draft APP only allows partial WPI indexation and has no provision for indexation for other fuels like gas and naphtha. The provision of indexation of variable charge with the gas and naphtha fuel price should also be allowed, as per the model APP under MOP guidelines.	NA

SaiWardha– MSEDCL - Queries Reply: Bidding for Procurement of 1000 MW of electricity on medium-term basis					
Sr. No.	Clause	Description/Clarification point	Our Request	Remarks/Reasoning	MSEDCL REPLY
1	RFQ 1.1.5	All Bidders shall indicate the particulars of the relevant Power Station in the form specified at Annex-V of Appendix-I and at National e-Bidding Portal (" DEEP Portal ") developed by PFC Consulting Ltd. Bidders may bid for the capacity specified in Clause 1.1.1, or a part thereof, not being less than 50% (fifty per cent) of such capacity or 100 (one hundred) MW, whichever is lower. The remaining capacity, if any, may be procured from other Bidders who are willing to match the lowest Bid.	Request if the minimum bid capacity can be reduced to 50 MW.	It will increase competition and ensure wider participation in the bid	MINIMUM 50 MW IS ALLOWED
2	RFQ 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 " e-Tender Stage ") of the process involves qualification (the " Qualification ") of interested parties who submit Application and Bids in accordance with the provisions of this Bidding Document, comprising of RFQ and RFP (the " Bidder "). Prior to submission of the Application, the Bidder shall pay to the Utility a sum of Rs 6,00,000 (Rupees six Lakh only) plus applicable	Request to reduce cost of bidding process from Rs.6,00,000 plus applicable taxes to Rs.60,000 per 100 MW plus applicable tax. As per Standard Bidding document the cost of bidding process may be determined at the rate of Rs.60,000 for every 100 MW of capacity to be procured.		Clarified that fees of Rs. 600/MW is applicable

Sr. No.	Clause	Description/Clarification point	Our Request	Remarks/Reasoning	MSEDCL REPLY
3	RFQ 1.2.5	<p>The Bid shall be valid for a period of not less than 120 days from the Bid Due Date. The Bids of only those Bidders that are pre-qualified and short-listed by the Utility after evaluation of their Application, shall be opened on such date as specified under Clause 1.3 of this Section A and shall be invited to participate in e-Reverse Auction Stage for the Project, in accordance with Clause 4 of Section B, to submit their revised financial bids in e-Reverse Auction stage. The Utility is likely to provide a comparatively short time span for submission of the Bids for the Project. The Bidders are, therefore, advised to familiarise themselves with the terms of the Model/draft APP that will govern the structure of this Project. The said Model APP has been notified by the Government under section 63 of the Electricity Act 2003 for tariff based bidding by the Utilities.</p>	<p>Please clarify which Model APP to be considered for procurement of power under Medium term on FOO basis.</p>		<p>MOD APP Dated 19/12/2022 is to be considered</p>

Sr. No.	Clause	Description/Clarification point	Our Request	Remarks/Reasoning	MSEDCL REPLY
4	RFQ 1.2.8	<p>In terms of the RFP, a Bidder will be required to deposit, along with its Bid, a bid security of Rs 5,00,000 (Rupees five lakh) per MW of capacity offered by the Bidder (the "Bid Security"), refundable not later than 60 (sixty) days from the Bid Due Date, except in the case of the selected Bidder whose Bid Security shall be retained till it has provided a Performance Security under the APP. The Bidders will have an option to provide Bid Security in the form of a demand draft or a bank guarantee acceptable to the Utility or may be submitted as e-bank guarantee or deposited online through NEFT/IMPS/RTGS payment. The demand draft shall be kept valid for a period not less than 180 (one hundred and eighty) days from the Bid Due Date, by submitting another demand draft before expiry of the existing demand draft and may be further extended as may be mutually agreed between the Utility and the Bidder from time to time. In case a bank guarantee is provided, its validity period shall not be less than 180 (one hundred and eighty) days from the Bid Due Date, inclusive of a claim period of</p>	<p>Request to reduce the Bid security from Rs. 5,00,000 per MW to Rs.3,00,000 per MW of capacity offered.</p>		<p>Bid security of Rs. 2 Lakh/MW will be applicable</p>

Sr. No.	Clause	Description/Clarification point	Our Request	Remarks/Reasoning	MSEDCL REPLY
4	2.2.1(d)	the Power Station has access to an assured supply of Fuel	Request to amend the clause as per below; the Power Station has access to an assured supply of Fuel (Bidder who has Fuel Supply Agreement (FSA) shall submit FSA along with Bid); and Bidders to submit undertaking for fuel arrangement as per Annexure A (To be submitted by Bidder who doesn't have FSA at the time of submission of Bid)	There is no clarity in the said clause 2.2.1(d) therefore sought for amend the clause	Bidders can submit undertaking for fuel arrangements as per annexure - A
5	RFQ	<p>APPENDIX II</p> <p>Power of Attorney for signing of Application and Bid</p> <p>incidental to submission of our application for pre-qualification and submission of our bid for the ***** Project proposed or being developed by the ***** (the "Utility") including but not limited to signing and submission of all applications, bids and other documents and writings, participate in Pre-Applications and other conferences and providing information/ responses to the Utility</p>	Please clarify what needs to be mentioned in the place of "*****"		Project from which supply will be offered at the bid price

SEML- MSEDCL - Queries Reply: Bidding for Procurement of 1000 MW of electricity on medium-term basis

Sr. No.	Clause	Description/Clarification point	Our Request	MSEDCL REPLY
1	10.2.1	<p>“10.2.1 In the event that the Utility does not require the supply of the whole or part of the Contracted Capacity for a continuous period of 24 (twenty four) hours or more, it may, by a notice of at least 72 (seventy two) hours prior to such period, specify the reduction in dispatch of the Contracted Capacity and for such reduction in supply, it shall be entitled to a rebate equal to 25% (twenty five percent) of the Fixed Charge payable for Availability thereof and the waived Fixed Charge under Clause 10.2.2. Provided, however, that any reduction in supply under Clause10.2.1 shall be uniform for a block of at least 24 (twenty four) hours and shall not vary between Peak Hours and Off-Peak Hours.”</p>	<p>We wish to apprise that MoP had amendment the LPS rule 2022 in month of Feb'24. Subsequently NLDC has published the procedure for implementation of LPSC rule 2022 and amendment thereof. Accordingly, on 18.12.2024 CEA along with NLDC conducted workshop for implementation of the said procedure. It has been conveyed that the all the gencos/IPP shall be under obligation to offer the un- requisitioned surplus power in RTM at exchange.</p> <p>Considering the above we request MSEDCL to clarify whether MSEDCL is obligated to pay such Fixed Charges. In other circumstance power offered and cleared at RTM/DAM results in gains over the tariff, is there any provision for third-party sharing of these gains? please clarify.</p>	<p>As per SBD dt. 19.12.2022</p>
2		<p>Definition mentioned for “Maximum Monthly Payment” shall have the meaning as set forth in Clause 13.1.1; “Minimum Monthly Payment” shall have the meaning as set forth in Clause 13.1.3;</p>	<p>However, the mentioned clause has been omitted from the draft APP and also please clarify the definition for calculation of LC (Schedule-E).</p>	<p>As per SBD dt. 19.12.2022. Please check footnote "\$\$" of Schedule E as per amendment dated 12.05.2023</p>

TPICL - MSEDCCL - Queries Reply: Bidding for Procurement of 1000 MW of electricity on medium-term basis						
S.No.	Name of the Docu	Clause No and Existing Provision	Queries/ Clarification Required	Suggested text for the amendment	Rationale for clarification/ amendment	MSEDCCL REPLY
1.	RFQ	Glossary Trading Licensee(s) shall mean the Bidder which is an Electricity Trader or a Distribution Licensee in terms of the Electricity Act, 2003 and submits its Application on the basis of an exclusive power purchase agreement executed with the entity with identified generation source from where the power is proposed to be supplied by the Bidder		It may be revised as below: shall mean the Electricity Trader or a Distribution Licensee in terms of the Electricity Act, 2003 and submits its Application on the basis of an exclusive power purchase agreement or letter of Authorization or any other relevant agreement executed with the entity with identified generation source from where the power is proposed to be supplied by the Bidder	The letter of Authorization with the acceptance of the terms and condition of tender shall suffice for the same.	Accepted
2.	RFQ	1.1.5 All Bidders shall indicate the particulars of the relevant Power Station in the form specified at Annex-V of Appendix-I and at National e-Bidding Portal ("DEEP Portal") developed by PFC Consulting Ltd. Bidders may bid for the capacity specified in Clause 1.1.1, or a part thereof, not being less than 50% (fifty per cent) of such capacity or 100 (one hundred) MW, whichever is lower. The remaining capacity, if any, may be procured from other Bidders who are willing to match the lowest Bid.		The same is proposed to be amended as follows :- All Bidders shall indicate the particulars of the relevant Power Station in the form specified at Annex-V of Appendix-I and at National e-Bidding Portal ("DEEP Portal") developed by PFC Consulting Ltd. Bidders may bid for the capacity specified in Clause 1.1.1, or a part thereof, not being less than 50% (fifty per cent) of such capacity or 50 (Fifty) MW 100 (one hundred) MW , whichever is lower. The remaining capacity, if any, may be procured from other Bidders who are willing to match the lowest Bid.	Lowering the minimum capacity will increase participation and will help in discovering competitive tariff.	MINIMUM 50 MW IS ALLOWED
3.	RFQ	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 "e-Tender Stage") of the process involves qualification (the "Qualification") of interested parties who submit Application and Bids in accordance with the provisions of this Bidding Document, comprising of RFQ and RFP (the "Bidder"). Prior to submission of the Application, the Bidder shall pay to the Utility a sum of Rs 6,00,000 (Rupees six Lakh only) plus applicable		The same is proposed to be amended as follows :- 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 "e-Tender Stage") of the process involves qualification (the "Qualification") of interested parties who submit Application and Bids in accordance with the provisions of this Bidding Document, comprising of RFQ and RFP (the "Bidder"). Prior to submission of the Application, the Bidder shall pay to the Utility a sum of Rs. 60,000 (Rupees Six Thousand Only) Rs 6,00,000 (Rupees six Lakh only) plus applicable	As per Model Bidding Document, The cost of Bidding process is Rs. 60,000. Hence it is proposed to reduce the cost of bidding process to Rs. 60,000.	Clarified that fees of Rs. 600/MW is applicable
4.	RFQ	1.2.13	Request you to kindly clarify if the L1 will be declared for Inter-State and Intra state separately			No.
5.	RFQ	2.2.1 (d) the Power Station has access to an assured supply of Fuel.		The same is proposed to be amended as follows :- the Power Station has access to an assured supply of Fuel or shall provide an undertaking/ declaration stating arrangement of fuel on its own for supply of power as per the provision of Agreement. (As per Annexure A of RFP)	For the procurement of e-auction coal there is no prior document like fuel supply agreement is available as per existing law and regulation. So, this criterion is proposed to be amended.	Bidder can submit undertaking for fuel arrangement as per Annexure A
6.	RFQ	2.2.2 (A) Technical Capacity For demonstrating technical capacity and experience (the "Technical Capacity"), the Bidder shall own and operate power generating station(s) having an installed capacity equivalent to at least twice the capacity for which the Bidder is willing to Bid.		It may be revised as below: For demonstrating technical capacity and experience (the "Technical Capacity"), the Bidder shall own and operate power generating station(s) having an installed capacity equivalent to at least twice the capacity for which the Bidder is willing to Bid. This criterion may be waived off for DISCOM/State government entities.	This would ensure higher participation and hence better tariff realization for Utility. This would restrict potential generators whose capacity is untied and available at most competitive price. There are few competitive merchant plants having installed capacity twice the requisition in each state.	Accepted. For avoidance of doubt, bidder shall be able to offer contracted capacity at Delivery Point after accounting for Auxiliary consumption, Transmission losses upto the Delivery Point.
7.	RFQ	2.12.2 (v) if the Bidder is a Trading Licensee, a copy of the power purchase agreement or an equivalent arrangement with the Developer;	Letter of Authorisation to Trading Licensee can be given by Developer as an equivalent arrangement may be considered. Please confirm.			Accepted
8.	RFQ	2.12.2 (vi) a copy of Fuel Supply Agreement or equivalent arrangement for the Power Station		Suggested Text may be added. The bidder shall provide an undertaking/ declaration stating arrangement if fuel on its own for supply of power as per the provision of Agreement. (As per Annexure A of RFP)		Bidder can submit undertaking for fuel arrangement as per Annexure A
9.	RFQ	2.18.1 (i) it contains a statement on fuel supply arrangement for the Power Station;		The same is proposed to be amended as follows :- it contains a statement on fuel supply arrangement for the Power Station or shall provide an undertaking/ declaration stating arrangement if fuel on its own for supply of power as per the provision of Agreement. (As per Annexure A of RFP)	For the procurement of e-auction coal there is no prior document like fuel supply agreement is available as per existing law and regulation. So, this criterion is proposed to be amended.	Bidder can submit undertaking for fuel arrangement as per Annexure A
10.	RFP	1.1.7 ".....In L-1 Matching round, the Qualified Bidders will be displayed the bid of the Lowest Bidder ("Lowest Bid") and available quantity, they will be required to input the quantity in MW that they wish to supply at the Lowest Bid...."	Please clarify whether in L-1 matching round, Bidders are permitted to increase/decrease the quantum from the earlier offered quantum.			Yes
11.	APP	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.		The same is proposed to be amended as follows :- Obligations relating to SLDC and RLDC charges The Utility Supplier shall be liable for reimbursement of 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.		No change
12.	APP	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,		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) 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,	The damages payable by supplier should be same as damages payable by buyer as mentioned in Clause 4.2 of APP.	Changes are done as per SBD dt. 19.12.22
		10.2.1	The Utility shall be liable for fixed			

S.No.	Name of the Docu	Clause No and Existing Provision	Queries/ Clarification Required	Suggested text for the amendment	Rationale for clarification/ amendment	MSEDCL REPLY
13.	APP	In the event that the Utility does not require the supply of the whole or part of the Contracted Capacity for a continuous period of 24 (twenty four) hours or more, it may, by a notice of at least 72 (seventy two) hours prior to such period, specify the reduction in dispatch of the Contracted Capacity and for such reduction in supply, it shall be entitled to a rebate equal to 25% (twenty five percent) of the Fixed Charge payable for Availability thereof and the waived Fixed Charge under Clause 10.2.2. Provided, however, that any reduction in supply under Clause 10.2.1 shall be uniform for a block of at least 24 (twenty four) hours and shall not vary between Peak Hours and Off-Peak Hours.	charges payment as per the availability of Contracted Capacity, Utility shall be liable to pay fixed charges even for cases when it is not scheduling any power (provided that plant is available). Further, Utility shall be liable to pay for transmission open access charges even if energy is not scheduled.			Changes are done as per SBD dt. 19.12.22
14.	APP	11.3 For determining the Fixed Charge due and payable to the Supplier, the Base Fixed Charge shall be revised annually to reflect 20% (twenty per cent) of the variation in WPI occurring between January 31 immediately preceding the Bid Date and January 31 immediately preceding the Accounting Year for which such revision is undertaken. For the avoidance of doubt and by way of illustration, if (a) the Bid Date occurs in March 2015; (b) the appointed date occurs in May 2019; and (c) WPI increases by 20% (twenty per cent) between January 31, 2015 and January 31, 2019, the Fixed Charge for the Accounting Year commencing from April 1, 2019 shall be 104% (one hundred and four per cent) of the Base Fixed Charge.	Request to confirm the understanding as per below illustration (example): FC (Bid Date): Rs. 2.00/kWh WPI assumed on 31st Jan 2023: 100 WPI on 31st Jan 2024: 105 WPI Variation: 5% FC from 1st April 2024: Rs. 2.00/kWh * 1.01 = Rs. 2.02/kWh WPI on 31st Jan 2025: 110 WPI Variation: 10% FC from 1st April 2025: Rs. 2.00/kWh * 1.02 = Rs. 2.04/kWh Please confirm the understanding.			Understanding is correct
15.	APP	11.4.4 In the event that any shortfall in supply of electricity to the Utility occurs on account of deficiency in transmission between the Point of Grid Connection and Delivery Point, Availability shall be deemed to be reduced in accordance with the provisions of Clause 11.5.2 and the Non-Availability arising as a consequence thereof shall, for the purposes of payment of Fixed Charge, be deemed to be Availability to the extent of 50% (fifty per cent) of the Non-Availability hereunder.		In the event that any shortfall in supply of electricity to the Utility occurs on account of in transmission between the Point of Grid Connection and Delivery Point., Availability shall NOT be deemed to be reduced in accordance with the provisions of Clause 11.5.2	Transmission constraint to be treated as FM and shall be considered for 100% deemed availability for such Transmission Constraint.	Changes are done as per SBD dt. 19.12.22
16.	APP	11.9.3 The Utility shall, within 30 (thirty) days of receipt of a Monthly Invoice in accordance with Clause 11.9.1 (the "Payment Due Date"), make payment.....	Please clarify whether the Due Date is including or excluding the date of receipt of invoice which can be sent through e-mail.			Due date will be including the date of receipt of invoice sent through email.
17.	APP	13.2.1 The Utility shall, no later than 30 (thirty) days prior to the likely date of the Appointed Date, provide to the Supplier, an unconditional, revolving and irrevocable letter of credit for an amount equivalent to the Minimum Monthly Payment (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-E and shall come into effect on the Appointed Date,		The same is proposed to be amended as follows :- The Utility shall, no later than 30 (thirty) days prior to the likely date of the Appointed Date, provide to the Supplier, an unconditional, revolving, replenished and irrevocable letter of credit for an amount equivalent to the Minimum Maximum Monthly Payment (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-E and shall come into effect on the Appointed Date,		Changes are done as per SBD dt. 19.12.22
18.	APP	15.2 Insurance Cover Without prejudice to the provisions contained in Clause 15.1, the Supplier shall, during the Operations Period, procure and maintain [and cause the Developer to procure and maintain, as the case may be, if Supplier is a Trading Licensee] Insurance Cover including but not limited to the following.....	The generator insures plant, machinery and accessories and has taken cover for Standard Fire and Special Perils Policy and earthquake too. Please clarify if any other insurance policy is required.	It is suggested that this clause may be deleted.	Please clarify in case any other insurance is required. In case generator is not able to supply power to Utility, it will pay penalty as per terms of PPA. Hence, this clause is not required.	No change
19.	APP	16 Accounts and Audit		Shall be deleted.	The Clause is relevant for long term PPAs wherein PPAs are signed for 25 years. For medium term power sale, multiple PPAs may be signed for the plant. Each Procurer may have separate requirements, which for a generator would be difficult to be fulfilled. Hence, this clause may be deleted.	No change
20.	APP	19.3 Termination Payment 19.3.1 Upon Termination on account of a Supplier Default, the Supplier shall pay to the Utility, 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 Contracted Capacity was Available for such 6 (six) months from the date of Termination. 19.3.2 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 3 (three) months as if the Contracted Capacity was Available for such 3 (three) months from the date of Termination.		19.3 Termination Payment 19.3.1 Upon Termination on account of a Supplier Default, the Supplier shall pay to the Utility, 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 3 (three) months of 6 (six) months as if the Contracted Capacity was Available for such 6 (six) months from the date of Termination. 19.3.2 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 3 (three) months as if the Contracted Capacity was Available for such 3 (three) months from the date of Termination.	The payment on account of termination shall be kept same for both Utility and Supplier.	Changes are done as per SBD dt. 19.12.22 Changes are done as per SBD dt. 19.12.23

S.No.	Name of the Docu	Clause No and Existing Provision	Queries/ Clarification Required	Suggested text for the amendment	Rationale for clarification/ amendment	MSEDCL REPLY
21.		<p>25.4 The Parties hereto agree that payments due from one Party to the other Party under the provisions of this Agreement shall be made within the period set forth therein, and if no such period is specified, within 30 (thirty) days of receiving a demand along with the necessary particulars. Unless otherwise specified in this Agreement, in the event of delay beyond such period, the defaulting Party shall pay interest for the period of delay calculated at a rate lower of the one year Marginal Cost of Lending Rate (MCLR) of the State Bank of India (SBI) issued from time to time or actual rate of interest incurred on working capital by the supplier for the particular period and recovery thereof shall be without prejudice to the rights of the Parties under this Agreement including Termination thereof</p>		<p>The same is proposed to be amended as follows :- 25.4 The Parties hereto agree that payments due from one Party to the other Party under the provisions of this Agreement shall be made within the period set forth therein, and if no such period is specified, within 30 (thirty) days of receiving a demand along with the necessary particulars. Unless otherwise specified in this Agreement, in the event of delay beyond such period, the defaulting Party shall pay interest for the period of delay calculated at a rate lower of the one year Marginal Cost of Lending Rate (MCLR) of the State Bank of India (SBI) issued from time to time or actual rate of interest incurred on working capital by the supplier for the particular period and recovery thereof shall be without prejudice to the rights of the Parties under this Agreement including Termination thereof</p>		Modified as per SBD dated 19.12.2022 as follows:
22.		<p>Schedule E clause 1 payable not more than once in a month upon notice received from the Supplier to this effect</p>		<p>The text shall be replaced as below : Payable as and when demand is raised by the supplier in the event of default</p>		No change