

APL – MSEDCL - Queries/ Request for Additional Information: 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's Reply
1.	General		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.			Yet to be approved
2.	General		<p>MSEDCL has called this medium tender through Bharat Electronic Tender Portal.</p> <p>Bidders are not as familiar and comfortable with the Bharat Electronic Tender Portal as compared to DEEP Portal.</p> <p>Hence, MSEDCL is requested to kindly organize at least two Demo sessions including E-Reverse auction before the final Bid submission to ensure that bidders can adequately familiarize themselves with the</p>			Training session will be arranged by Bharat Portal for bidding.

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			Bharat Electronic Tender Portal.			
3.	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 ("Bharat Electronic Tender Portal"). 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 (Fifty) MW , whichever is lower. The remaining capacity, if any, may be procured from other Bidders who are willing to match the lowest Bid.		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 ("Bharat Electronic Tender Portal"). 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 (Fifty Hundred) MW , whichever is lower. The remaining capacity, if any, may be procured from other Bidders who are willing to match the lowest Bid.	Typo Error.	100 (Hundred)
4.	RFQ	1.2.1 (Pg. no 2) Prior to submission of the Application, the	Please clarify below: 1) The applicable tax to be considered is 18%			Cost of the bidding process- 1. 18% GST,

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		Bidder shall pay to the Utility a sum of Rs 600 (Rupees six Hundred only per MW corresponding to bid quantity) plus applicable taxes as indicated above, as the cost of the Bidding Process.	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.			2. GST No. - 27AAECM2933K1 ZB, PAN No. - AAECM2933K & Bank details attached.
5.	RFQ	1.2.2 All the Bidders would be able to participate in the e-Bidding events on making payment of the requisite fees as to Bharat Electronic Tender.	Please specify the amount of requisite fees to be paid by Bidders to Bharat Electronic Tender.			Rs.500/MW+ Applicable GST
6.	RFQ	1.2.9 (Pg.no 6) In e-Reverse Auction Stage, the utility may mention ceiling price below which bidders have to quote the bid price. The ceiling price and the lowest Bid received in the e-Tender Stage shall be displayed to the Bidders on the BHARAT ELECTRONIC TENDER 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)	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. <u>Case1:</u> total reduction in tariff will be 1 paise then reduction in Base Fixed Charge and Base Variable Charge shall be	In e-Reverse Auction Stage, the utility may mention ceiling price below which bidders have to quote the bid price. The ceiling price and the lowest Bid received in the e-Tender Stage shall be displayed to the Bidders on the BHARAT ELECTRONIC TENDER and thereafter any subsequent lowest bid in e-Reverse	Imposing a bid ceiling price may deter participation in the tender. So, to increase the participation in the tender which will lead to discovery of competitive tariff, kindly remove the ceiling price and align the clause as per SBD	Case 2 is applicable

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		<p>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>0.5 paise each.</p> <p><u>Case2:</u> 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>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>		
7.	RFQ	<p>1.3 Schedule of Bidding Process (Pg no 5 - 6)</p> <p>.....</p> <p>.....</p> <p>5. Last date and time of submission of Application and</p>		<p>5. Last date and time of submission of Application and Bids (including Section A and Section B) – Bid</p>	<p>We request to extend the time till 1600 hrs for effectively utilizing the Bid due date. Further, consequent changes to</p>	<p>Corrigendum II issued dated 21.04.2025</p>

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		<p>Bids (including Section A and Section B) – Bid Due Date : 22.04.2025 till 11.00 hrs</p> <p>2.13 Bid Due Date (Pg no 16) 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.</p> <p>2.16 Opening and Evaluation of Applications (Pg no 17) 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.</p>		<p>Due Date : 22.04.2025 till 11.00 16:00 hrs.</p> <p>2.13 Bid Due Date (Pg no 16) 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.</p> <p>2.16 Opening and Evaluation of Applications (Pg no 17) 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.</p>	change in bid due date.	
8.	RFQ	<p>1.3 Schedule of Bidding Process (Pg no 5 - 6) Start of E-Reverse Auction</p>	Kindly mention the date and time for E-Reverse		This is with reference to the E-Reverse auction scheduled by MSEDCL	Will be informed in sufficient advance & same will be communicated to

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			auction.		<p>in the previous MT tender, wherein MSEDCL has informed the Bidders only half hour before the start of E-Reverse auction. It is not possible for the applicants to be available on such a short notice.</p> <p>Hence, request you to provide the E-Reverse auction event information 2 to 3 days in advance.</p>	eligible bidder on email as well as bharat portal.
9.	RFQ	<p>2.2.1 (Pg. no 7)</p> <p>For determining the eligibility of Applicants for their pre-qualification hereunder, the following shall apply:</p> <p>(b) The Bidder should either be the owner and operator of the Power Station from where electricity shall be supplied;</p>	<p>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.</p> <p>For example: Power Stations X and Y are owned & operated by ABC Ltd. Further, EFG Ltd. is a 100 subsidiary of ABC Ltd.</p> <p>Then can ABC Ltd. submit two separate bids from Power Station X and Y respectively and EFG Ltd., offering its own</p>			

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			<p>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.</p> <p>Also, confirm there shall be no conflict of interest.</p>			
10		<p>2.2.1 (Pg. no 7) 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>(d) the Power Station has access to an assured supply of Fuel <u>and / or Fuel Undertaking as per Annexure- A</u>; and</p>	<p>The proposed changes in line with the RFP document annexure-A where in fuel undertaking format is shared.</p>	<p>1.Yes 2.Yes 3. Yes d. accepted</p>

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11	RFQ	<p>2.2.2 (Pg no 8)</p> <p>(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, as on bid date. Bidders shall not be allowed to increase their capacity.....</p> <p>In case the Bidder is a Trading Licensee, the condition under Clause 2.2.2(B) may be either fulfilled jointly or severally by the Trading Licensee and Developer and/or its Associate of Developer.</p>	<p>Certain Developer may participate through Trading Licensee and Trading Licensee have small Net Worth as they are SPV of the Parent Company.</p> <p>So, Trading Licensee to be allowed to participate based on the financial strength of its Associate to meet the Financial Capacity criteria as allowed to Developer.</p> <p>Please confirm</p>	<p>(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, as on <u>10 days prior to</u> bid date or <u>at the close of the preceding financial year</u>.....</p>	<p>The clause needs to be modified as it Is not possible to give the Net Worth as on bid due date. So, please modify the clause as suggested.</p>	Accepted
12	RFQ	<p>2.12.2 (Pg no 16)</p> <p>Documents required to be uploaded as per this RFQ shall contain:</p> <p>(vi) a copy of Fuel Supply Agreement or equivalent arrangement for the Power Station; [; and</p>		<p>Documents required to be uploaded as per this RFQ shall contain:</p> <p>(vi) a copy of Fuel Supply Agreement or equivalent arrangement for the Power Station <u>or Undertaking for fuel arrangement as per Annexure A.</u></p>	<p>Clause is being amended in line with Fuel Undertaking, which is already provided by MSEDCL in RFP annexed as Annexure-A.</p>	Accepted. Either FSA or undertaking maybe submitted.
13	RFP	1.1.6 (Pg no 2)		1.1.6		No change

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		<p>In e-Reverse Auction Stage, the utility may mention ceiling price below which bidders have to quote the bid price, the lowest Bid received in the e-Tender Stage shall be displayed to the Bidders on the BHARAT ELECTONIC Tender Portal.....</p> <p>4.3 (Pg no 15) During the e-Reverse Auction Stage, the utility may mention ceiling price below which bidders have to quote Tariff. The Bidders will have the option of reducing.....</p>		<p>In e-Reverse Auction Stage, the utility may mention ceiling price below which bidders have to quote the bid price, the lowest Bid received in the e-Tender Stage shall be displayed to the Bidders on the BHARAT ELECTONIC Tender Portal.....</p> <p>4.3 During the e-Reverse Auction Stage, the utility may mention ceiling price below which bidders have to quote Tariff. The Bidders will have the option of reducing.....</p>	Imposing a bid ceiling price may deter participation in the tender. So, to increase the participation in the tender which will lead to discovery of competitive tariff, kindly remove the ceiling price and align the clause as per SBD	
14	RFP	<p>APPENDIX – I Letter comprising the Bid (Pg no 20) 1. With reference to your Bidding Document dated 13.12.2024 comprising of the RFQ & RFP, I/we, having examined the Bidding Document and understood their contents, hereby</p>		<p>1. With reference to your Bidding Document dated 13.12.2024 <u>20.03.2025</u> comprising of the RFQ & RFP, I/we, having examined the Bidding Document</p>	Typographical error	Accepted. 13.12.2024 maybe read as 20.03.2025

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		submit my/our Bid for the aforesaid Project. The Bid is unconditional and unqualified.		and understood their contents, hereby submit my/our Bid for the aforesaid Project. The Bid is unconditional and unqualified.		
15	RFP	<p>APPENDIX – I Letter comprising the Bid (Pg no 24)</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 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 that in the hard copy the bidder need not to fill any data related to Tariff.			“Bid as submitted on portal can be mentioned.”

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16	RFP	Bid Security Appendix II and Performance Security		<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</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.	Format is as per SBD

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				<p>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>		
17	Draft APP	<p>Recital (Pg no - 1)</p> <p>WHEREAS:</p> <p>A. The Utility has resolved to procure electricity from a power generating station that would deliver a Contracted Capacity of *** MW at the Delivery Point corresponding to ***MW of gross generation.....</p>	Please clarify the Auxiliary consumption to be considered for computation of Gross Capacity from Contracted Capacity.			Yes, the Auxiliary consumption to be considered for computation of Gross Capacity from Contracted Capacity.
18	Draft APP	<p>1.2 Interpretation (Pg no 4)</p> <p>.....</p> <p>.....</p> <p>(k) reference to a “business</p>		(k) reference to a “business day” shall	The proposed changes are in line with SBD	No change

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		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;		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;	dtd. 19.12.2022.	
19	Draft APP	3.2.1 (Pg no 10) The Parties expressly agree that the Utility may, in pursuance of any re-organisation or restructuring undertaken in pursuance of Applicable Laws, or if it is unable to discharge its liabilities and obligations under this Agreement, substitute itself by another Distribution Licensee(s) and upon such substitution, all the functions, rights and obligations of the Utility under this Agreement shall be deemed to be transferred to the substituted entity in accordance with and subject to Applicable Laws		The Parties expressly agree that the Utility may, in pursuance of any re-organisation or restructuring undertaken in pursuance of Applicable Laws, or if it is unable to discharge its liabilities and obligations under this Agreement, substitute itself by another Distribution Licensee(s) and upon such substitution, all the functions, rights and obligations of the Utility under this Agreement shall be deemed to be transferred to the substituted entity in	In case of substitution of Utility, it should be ensured that credit worthiness of another Distribution Licensee should at least be of the existing Utility. This should be even applicable in case additional Licensee in the same area of supply.	No change

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		Provided further that prior intimation of the substitution shall be given to the Supplier.		<p>accordance with and subject to Applicable Laws.....</p> <p>.....</p> <p>..... Provided further that prior intimation of the substitution shall be given to the Supplier <u>and the creditworthiness of the substituted entity shall be substantially similar or greater as compared to the Utility and in the event of any shortfall therein, credit enhancement shall be provided by the substituted entity to bridge the gap. Further, this shall not alter/modify/affect/dilute obligation of Utility under this PPA.</u></p>		
20	Draft APP	3.2.2 (Pg no 10) In the event of additional Licensees operating in the same area of supply post the signing of this Agreement, the existing		In the event of additional Licensees operating in the same area of supply post the		As per SBD. No change

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		PPA may be reallocated in full or part by the competent authority to the other licensees in proportion to the number of consumers/ demand of power with the different licensees and the present Agreement shall apply to all such subsequent Licensees.		<p>signing of this Agreement, the existing PPA may be reallocated in full or part by the competent authority to the other licensees in proportion to the number of consumers/ demand of power with the different licensees and the present Agreement shall apply to all such subsequent Licensees. Provided further that <u><i>the creditworthiness of the additional licensee shall be substantially similar or greater as compared to the Utility and in the event of any shortfall therein, credit enhancement shall be provided by the Utility to bridge the gap. Further, this shall not alter modify/affect /dilute obligation of Utility under this PPA.</i></u></p>		

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21	Draft APP	4.1.2 (Pg no 11) (e) Omitted		(e) Omitted <u>provide Performance Security to the Supplier;</u> Additional Clause: (g) <u>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>	As Supplier is providing security to Buyer in a similar fashion Buyer is also required to provide security to the Supplier as per the SBD. So, the clause needs to be retained in line with SBD. Provision (g) has been added in light of the General Network Access (GNA) Regulation issued by Hon'ble CERC, where only Buyer/Utility/Beneficiary can seek GNA	e) No change g)Not accepted
22	Draft APP	4.1.3 (Pg. no 12) The Conditions Precedent required to be satisfied by the Supplier within a period of 30 (thirty) days from the date of this Agreement shall be deemed to have been fulfilled when the Supplier shall have: (e) The Supplier shall have		(e) <u>Omitted</u> The Supplier shall have	The clause needs to be suitably modified in case of participation based on Fuel Undertaking. As the SHAKTI B (iii) auction happens twice in an year	Undertaking as per Annexure (A) of RFP maybe submitted.

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		executed the Fuel Supply Agreement and submitted to the utility;		executed the Fuel Supply Agreement and submitted to the utility;	and Supplier will not be able to fulfill the same within the stipulated time period of 30 days.	
23	Draft APP	<p>4.4 Deemed Termination upon delay (Pg. no 13)</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</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</u> under or arising out of this Agreement shall be deemed to have been waived by, and to have ceased with the</p>	The clause needs to be modified to take care of the scenario in case of termination due to delay in Appointed Date attributable to Utility.	No change

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		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.		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. <u><i>Provided further that in the event the delay in occurrence of the Appointed Date is for reasons attributable to the Utility, the Performance Security / Letter of Credit given by the Utility shall be encashed and appropriated by the Supplier as Damages</i></u>		

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				<u>thereof.</u>		
24	Draft APP	<p>4.5 Extension of Term of Agreement (Pg. no 13)</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>	<p>The said provision should be done away with as the defaulting party has paid the damages for the delay in completing the CP.</p>	As per SBD. No change

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25	Draft APP	9. PERFORMANCE SECURITY BY THE SUPPLIER (Pg no – 28- 29)			The proposed changes are in line with SBD dtd. 19.12.2022. As the Supplier is required to furnish the security to the Buyer in the similar fashion Buyer is required to provide the security to Supplier as per the SBD.	No change
26	Draft APP	<p>10.2.1 (Pg no 25)</p> <p>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.</p> <p>Provided that in such cases, Utility shall not be entitled to recall full or part of its un-requisitioned capacity.</p> <p>Provided further that if the Supplier is able to sell the</p>	<ul style="list-style-type: none"> • Please share the as on date rule applicable for sharing of gain issued by Ministry of Power. • We understand that un requisition capacity can be also sold under bilateral mode. • We understand that Utility shall give sufficient schedule such that technical minimum requirement of machine is met. 	<p>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 <u>or day ahead contingency (DAC) or bilateral</u></p>	<p>The said provision only talks about sharing of gains whereas any loss to the Supplier on account of non-utilization of contracted capacity is unaccounted for.</p> <p>Further, DAC and bilateral transaction should also be allowed for sale of un-requisitioned power.</p> <p>So, please modify the said clause.</p>	<p>Modified clause is as under:</p> <p>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</p>

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		unrequisitioned power, sharing of gain from such sale of such power shall be as per applicable rules issued by the Ministry of Power.		<p><u>transaction.</u></p> <p>Provided that in such cases, Utility shall not be entitled to recall full or part of its un-requisitioned capacity.</p> <p><u>Provided further that in the event that any part of the Contracted Capacity, which is not utilised by the Utility and is, therefore, utilised for production of electricity and sale thereof to meet technical minimum requirement, then the Utility shall be liable for payment of difference of sale revenue accrued from third parties and revenue to be accrued from supply under PPA Tariff to the extent of quantum sold out of such contracted capacity.</u></p>		<p>time collective transaction or intra-day <u>contingency or day ahead contingency (DAC)</u>.</p> <p>Provided that in such cases, Utility shall not be entitled to recall full or part of its un-requisitioned capacity.</p> <p>Provided further that if the Supplier is able to sell the unrequisitioned power, sharing of gain from such sale of such power shall be as per applicable rules issued by the Ministry of Power</p>

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				<p>Provided further that if the Supplier is able to sell the un-requisitioned power to any Buyer, sharing of gain from sale of such power shall be as per applicable rules issued by the Ministry of Power.</p> <p><u><i>Provided further that if the Supplier is not able to sell the un-requisitioned power to any Buyer, then the Utility shall be liable for payment of Fixed Charges for such Contracted Capacity.</i></u></p>		
27	Draft APP	<p>10.3 Substitute Supply (Pg no 25)</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, supply electricity from any</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</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</p>	No change.

Sr. No.	Document	Clause No. and Existing Provision	Clarification Required	Suggested text for the Amendment	Rationale for Clarification or Amendment	MSEDCL's Reply
		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.		of Fuel or Force Majeure, the Supplier may, 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	power supply to Utility under alternate source shall be removed.	

Sr. No.	Document	Clause No. and Existing Provision	Clarification Required	Suggested text for the Amendment	Rationale for Clarification or Amendment	MSEDCL's Reply
				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. ...		
28	Draft APP	<p>11.4.3 (Pg no 28)</p> <p>In the event that any shortfall in supply of electricity to the Utility occurs on account of deficiency in intra state transmission system in accordance with the provision of</p> <p>Clause 5.3, 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.</p> <p>.....</p>		<p>In the event that any shortfall in supply of electricity to the Utility occurs on account of deficiency in intra state transmission system in accordance with the provision of Clause 5.3, 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</p>	<p>The deficiency in transmission is beyond the control of Supplier and Utility but the Supplier is required to service the debt and maintain the power plant. So, in case of deficiency in transmission Supplier to be paid Fixed Charge equal for 100% of the non-availability.</p>	As per SBD. No change.

Sr. No.	Document	Clause No. and Existing Provision	Clarification Required	Suggested text for the Amendment	Rationale for Clarification or Amendment	MSEDCL's Reply
				deemed to be Availability to the extent of 50% (fifty per cent) <u>100% (one hundred percent)</u> of the Non-Availability hereunder.		
29	Draft APP	<p>11.5.3 (Pg no 29) 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. Further, provided that the Utility shall not bear any additional burden arising from arrangement of such fuel from alternate source. </p> <p>Provided also that in case of blending of imported fuel, the Energy Charge shall be calculated as per methodology specified in Schedule F.</p>		<p>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. Further, provided that the Utility shall not bear any additional burden arising from arrangement of such fuel from alternate source. <u>The Utility shall be intimated if the increase in Variable Charge is greater than 30 % (thirty percent).</u> </p>	As the Supplier is supplying power from coal linkage then any shortfall in fuel is beyond its control and such scenario Supplier should be allowed to supply power using alternate source. So we request you to retain the provision in line with SBD.	No change.

Sr. No.	Document	Clause No. and Existing Provision	Clarification Required	Suggested text for the Amendment	Rationale for Clarification or Amendment	MSEDCL's Reply
				<p>.....</p> <p>Provided also that in case of <u>shortage of linkage coal and the Supplier arranges coal from alternate sources</u> blending of imported fuel, the Energy Charge shall be calculated as per methodology specified in Schedule F.</p>		
30	Draft APP	<p>11.6.1 (Pg no – 30)</p> <p>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</p>	<p>Please clarify Damages shall be calculated based on cumulative Availability from 1st April till the last day of the billing month.</p>	<p>In the event that Availability in any month is less than the Normative Availability,.....</p> <p>..... shall be 25% (twenty five per cent) of the Fixed Charge which is reduced on account of shortfall in Availability below Normative availability</p> <p><u>Also, in the event</u></p>	<p>Supplier should be incentivized for making the capacity available above the normative availability,</p>	No change.

Sr. No.	Document	Clause No. and Existing Provision	Clarification Required	Suggested text for the Amendment	Rationale for Clarification or Amendment	MSEDCL's Reply
		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.		<u>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%</u>		

Sr. No.	Document	Clause No. and Existing Provision	Clarification Required	Suggested text for the Amendment	Rationale for Clarification or Amendment	MSEDCL's Reply
				<u>(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>		
31	Draft APP	11.6.2 (Pg no – 30) 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 <u>Fixed Charges and Incentive</u> or Damages, if any, <u>as the case may be,</u> shall be computed with reference to the Normative Availability for that year. The amount so	Supplier should not be liable to pay damages in case of shortage of fuel and deficiency in transmission as both is beyond control of Supplier. Also, as the Incentive and Damages are getting reconciled, similarly Fixed Charges should also be reconciled.	No change.

Sr. No.	Document	Clause No. and Existing Provision	Clarification Required	Suggested text for the Amendment	Rationale for Clarification or Amendment	MSEDCL's Reply
				<p>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.</p> <p><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></p>		
32	Draft APP	<p>11.8.1 (Pg no – 30) 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,</p>		<p>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</p>	<p>The clause needs to be modified to take care of any change in Tax & Duties after Bid due date.</p>	<p>As per SBD.No change.</p>

Sr. No.	Document	Clause No. and Existing Provision	Clarification Required	Suggested text for the Amendment	Rationale for Clarification or Amendment	MSEDCL's Reply
		including the taxes and duties specified in Clauses 11.8.2, in accordance with Applicable Laws.		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 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>		
33	Draft APP	11.8.2 (Pg no 30) 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.	In case the said clause is retained in the present form then 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	The clause needs to be modified so the bidders have the clarity with regards to Taxes & Duties.	No change.

Sr. No.	Document	Clause No. and Existing Provision	Clarification Required	Suggested text for the Amendment	Rationale for Clarification or Amendment	MSEDCL's Reply
				<p>Added Tax or General Sales Tax and Custom Duty on fuel thereon shall be paid by the Supplier.. <u>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.</u></p> <p><u>Further, the Tariff and incentive payable by the Utility under this Article 11 shall be exclusive of taxes applicable on sale /</u></p>		

Sr. No.	Document	Clause No. and Existing Provision	Clarification Required	Suggested text for the Amendment	Rationale for Clarification or Amendment	MSEDCL's Reply
				<u>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.</u>		
34	Draft APP	11.9.1 (Pg no – 30) 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	We understand that bills would be raised based on daily schedule published on RLDC/SLDC website. Please confirm.			Availability and REA for the relevant month for Monthly bill and RLDC's daily Energy account for provisional bill.

Sr. No.	Document	Clause No. and Existing Provision	Clarification Required	Suggested text for the Amendment	Rationale for Clarification or Amendment	MSEDCL's Reply
		with the provisions of this Agreement.				
35	Draft APP	<p>11.9.2 (Pg no – 31) (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; </p>	<p>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</p>	<p>..... (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>Incentives and/or Damages</u> in accordance with the provisions of Clause..... (i) details in respect of Damages <u>or Incentives</u> payable in accordance with the provisions of this Agreement; </p>	Supplier should be incentivized to make the capacity available above the normative availability.	No change.
36	Draft APP	<p>11.11 Discount for early payment (Pg no 32) The Parties expressly agree that in the event the Utility pays the</p>		The Parties expressly agree that in the event	The graded discount system should be done	No change

Sr. No.	Document	Clause No. and Existing Provision	Clarification Required	Suggested text for the Amendment	Rationale for Clarification or Amendment	MSEDCL's Reply
		<p>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 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</p>	<p>away with as Supplier does not get any discount while paying to the coal companies. So, discount for early payment should be only applicable if the payment is made within 5 days.</p>	

Sr. No.	Document	Clause No. and Existing Provision	Clarification Required	Suggested text for the Amendment	Rationale for Clarification or Amendment	MSEDCL's Reply
				submission of the invoice - 1.0%		
37	Draft APP	<p>13.2.1 (Pg no – 34)</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 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 <i>Twice</i> the 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</p>	<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.</p>	As per SBD. No change

Sr. No.	Document	Clause No. and Existing Provision	Clarification Required	Suggested text for the Amendment	Rationale for Clarification or Amendment	MSEDCL's Reply
				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.		
38	Draft APP	<p>13.2.2 (Pg no - 34)</p> <p>All costs and expenses relating to opening and maintenance of the Letter of Credit shall be borne by the Utility.</p>		<p><u><i>The Letter of Credit shall be procured by the Utility from a bank where at least twice the value of the Monthly Payment are normally deposited.</i></u></p> <p>All costs and expenses relating to opening and maintenance of the Letter of Credit shall be borne by the Utility.</p>	The clause needs to be amended to secure the payment security provided to the Supplier.	No change
39	Draft APP	<p>13.4 Omitted (Pg no - 34)</p>		<p>13.4 ——— Omitted</p> <p><u><i>Payment security for Termination</i></u></p> <p><u><i>The Parties agree and acknowledge that upon</i></u></p>	The said clause needs to be added to cover any payment due to termination.	No change

Sr. No.	Document	Clause No. and Existing Provision	Clarification Required	Suggested text for the Amendment	Rationale for Clarification or Amendment	MSEDCL's Reply
				<u>Termination and on failure of the Utility to make the Termination Payment within 30 (thirty) days of demand by the Supplier, the Supplier may invoke the Letter of Credit for recovery of the amount due, whereupon the LC Issuing Bank shall, without any reference to the Utility pay the amount due and the Utility shall cause the Letter of Credit to be replenished and reinstated to the extent specified in Clause 13.2 until its liability for an in respect of the Termination Payment is fully discharged.</u>		
40	Draft APP	16.1 Audited accounts (Pg no – 39)		16.1 Audited accounts	The Clause is relevant for long term PPAs. A supplier may have	No change

Sr. No.	Document	Clause No. and Existing Provision	Clarification Required	Suggested text for the Amendment	Rationale for Clarification or Amendment	MSEDCL's Reply
		16.2 Appointment of auditor (Pg no – 39)		16.2 Appointment of auditor	<p>signed multiple medium term PPAs with different Procurers and each Procurer may have separate requirements, which for a Supplier would be difficult to fulfill.</p> <p>Further, it's not possible to provide the audited financial results by 30th May each year. It takes around 120 – 150 days.</p> <p>In light, of the above the provision 16.1 & 16.2 should be deleted.</p>	
41	Draft APP	17.6 Allocation of costs arising out of Force Majeure (Pg no – 45) 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> (a) upon occurrence of a <u>Force Majeure Event as per clause 17.2, the</u>	Any cost implication related to other Events should be reimbursed to Supplier by the Utility.	No change

Sr. No.	Document	Clause No. and Existing Provision	Clarification Required	Suggested text for the Amendment	Rationale for Clarification or Amendment	MSEDCL's Reply
				<p><u>Parties shall bear their respective Force Majeure Costs</u> the Other events and neither Party shall be required to pay to the other Party any costs thereof.</p> <p><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></p>		
42	Draft APP	Additional clause to be mentioned		<p><u>Clause to be added.</u></p> <p><u>17.9 Relief for Unforeseen Events</u></p>	Clause related to relief for unforeseen events needs to be added in line with SBD for FOO dtd. 29.01.2019.	No change
43	Draft APP	<p>19.2 Termination for Utility Default (Pg no – 50)</p> <p>.....</p> <p>.....</p> <p>(a) Omitted.</p> <p>(b) Omitted.</p>		<p>(a) Omitted. <u>The Performance Security-Utility has been encashed and appropriated in accordance with Clause 9.2 and the</u></p>	The said clause needs to be modified to take care of the scenario where in Utility fails to replenish the Performance Security-Utility.	No change

Sr. No.	Document	Clause No. and Existing Provision	Clarification Required	Suggested text for the Amendment	Rationale for Clarification or Amendment	MSEDCL's Reply
				<p><u>Utility fails to replenish or provide fresh Performance Security-Utility within a Cure Period of 15 (fifteen) days;</u></p> <p>(b) Omitted. <u>subsequent to the replenishment or furnishing of fresh Performance Security-Utility in accordance with Clause 9.2, the Utility fails to meet any Condition Precedent or cure the Utility Default, as the case may be, for which whole or part of the Performance Security-Utility was appropriated, within a Cure Period of 120 (one hundred and twenty) days;</u></p>		
44	Draft APP	<p>21.4 No Claim in the event of shortage of fuel (Pg no – 54)</p> <p>Notwithstanding anything to the contrary contained in this</p>		<p>21.4 <u>Omitted</u> No Claim in the event of shortage of fuel</p> <p>Notwithstanding anything to the</p>	The added provision needs to be deleted as the shortage of fuel is beyond the control of Supplier. Further, the	No change

Sr. No.	Document	Clause No. and Existing Provision	Clarification Required	Suggested text for the Amendment	Rationale for Clarification or Amendment	MSEDCL's Reply
		Agreement, no change in law compensation will be paid by utility to the supplier in the matter of arranging/utilizing/procuring fuel from alternate source. Any implication / cost / consequence / risk arising out of non-availability/shortage of fuel and/or procurement of alternate fuel shall be solely on account of Supplier / Trader.		contrary contained in this Agreement, no change in law compensation will be paid by utility to the supplier in the matter of arranging/utilizing/procuring fuel from alternate source. Any implication / cost / consequence / risk arising out of non-availability/shortage of fuel and/or procurement of alternate fuel shall be solely on account of Supplier / Trader.	said added provision is not in line with SBD dtd. 19.12.2022.	
45	Draft APP	26.1 Definitions		To be added <u>“Performance Security-Utility” shall mean the performance security to be provided by the Utility in terms of Clause 9.1.2;</u>	Please align the Definition of in line with SBD dtd. 19.12.2022.	No change
46	Draft APP	Schedule B Performance Security (Pg no 91) 7. this Guarantee will		7. this	As per clause 9.1.1	No change. Modified clause is as under: The Supplier shall, for the

Sr. No.	Document	Clause No. and Existing Provision	Clarification Required	Suggested text for the Amendment	Rationale for Clarification or Amendment	MSEDCL's Reply
		<p>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>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>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>	<p>performance of its obligations hereunder, provide to the Utility 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) 16 in the form set forth in Schedule-B (the "Performance Security") valid for a period ending 6 (six) months after date of commencement of supply. The amount towards the Performance Security can be paid through NEFT/RTGS/ also.</p>

PTSL – MSEDCL - Queries/ Request for Additional Information: 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's Reply
1.	General		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.			Yet to be approved
2.	General		<p>MSEDCL has called this medium tender through Bharat Electronic Tender Portal.</p> <p>Bidders are not as familiar and comfortable with the Bharat Electronic Tender Portal as compared to DEEP Portal.</p> <p>Hence, MSEDCL is requested to kindly organize at least two Demo sessions including E-Reverse auction before the final Bid submission to ensure that bidders can adequately familiarize themselves with the</p>			Training session will be arranged by Bharat Portal for bidding.

Sr. No.	Document	Clause No. and Existing Provision	Clarification Required	Suggested text for the Amendment	Rationale for Clarification or Amendment	MSEDCL's Reply
			Bharat Electronic Tender Portal.			
3.	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 or letter of Authorization or any other relevant agreement executed with the entity with identified generation source from		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 or letter of Authorization or any other relevant agreement executed with the entity with identified generation source from <u>where the power is proposed to be supplied by the Bidder.</u>	Typo graphical error, please refer SBD for completion of the sentence.	Accepted
4.	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 ("Bharat Electronic Tender Portal"). Bidders may bid for the		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	Typo Error.	100 (Hundred)

Sr. No.	Document	Clause No. and Existing Provision	Clarification Required	Suggested text for the Amendment	Rationale for Clarification or Amendment	MSEDCL's Reply
		capacity specified in Clause 1.1.1, or a part thereof, not being less than 50% (fifty per cent) of such capacity or 100 (Fifty) MW , whichever is lower. The remaining capacity, if any, may be procured from other Bidders who are willing to match the lowest Bid.		Portal (“Bharat Electrocnic Tender Portal”). 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 (Fifty Hundred) MW , whichever is lower. The remaining capacity, if any, may be procured from other Bidders who are willing to match the lowest Bid.		
5.	RFQ	1.2.1 (Pg. no 2) Prior to submission of the Application, the Bidder shall pay to the Utility a sum of Rs 600 (Rupees six Hundred only per MW corresponding to bid quantity) plus applicable taxes as indicated above, as the cost of the Bidding Process.	Please clarify below: 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.			Cost of the bidding process- 1. 18% GST, 2. GST No. - 27AAECM2933K1 ZB, PAN No. - AAECM2933K & Bank details attached.
6.	RFQ	1.2.2 All the Bidders would be able to participate in the e-Bidding events	Please specify the amount of requisite fees to be			Rs.500/MW+ Applicable GST

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		on making payment of the requisite fees as to Bharat Electronic Tender.	paid by Bidders to Bharat Electronic Tender.			
7.	RFQ	<p>1.2.9 (Pg.no 6)</p> <p>In e-Reverse Auction Stage, the utility may mention ceiling price below which bidders have to quote the bid price. The ceiling price and the lowest Bid received in the e-Tender Stage shall be displayed to the Bidders on the BHARAT ELECTRONIC TENDER 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><u>Case1:</u> 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><u>Case2:</u> 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>In e-Reverse Auction Stage, the utility may mention ceiling price below which bidders have to quote the bid price. The ceiling price and the lowest Bid received in the e-Tender Stage shall be displayed to the Bidders on the BHARAT ELECTRONIC TENDER 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</p>	<p>Imposing a bid ceiling price may deter participation in the tender. So, to increase the participation in the tender which will lead to discovery of competitive tariff, kindly remove the ceiling price and align the clause as per SBD</p>	<p>Case 2 :is applicable</p>

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				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").		
8.	RFQ	<p>1.3 Schedule of Bidding Process (Pg no 5 - 6) </p> <p>5. Last date and time of submission of Application and Bids (including Section A and Section B) – Bid Due Date : 22.04.2025 till 11.00 hrs</p> <p>2.13 Bid Due Date (Pg no 16) 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.</p>		<p>5. Last date and time of submission of Application and Bids (including Section A and Section B) – Bid Due Date : 22.04.2025 till 11.00 16:00 hrs.</p> <p>2.13 Bid Due Date (Pg no 16) 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</p>	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.	Corrigendum II issued dated 21.04.2025

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		2.16 Opening and Evaluation of Applications (Pg no 17) 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.		detailed in this RFQ. 2.16 Opening and Evaluation of Applications (Pg no 17) 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.		
9.	RFQ	1.3 Schedule of Bidding Process (Pg no 5 - 6) Start of E-Reverse Auction	Kindly mention the date and time for E-Reverse auction.		This is with reference to the E-Reverse auction scheduled by MSEDCL in the previous MT tender, wherein MSEDCL has informed the Bidders only half hour before the start of E-Reverse auction. It is not possible for the applicants to be available on such a short notice. Hence, request you to provide the E-Reverse	Will be informed in sufficient advance & same will be communicated to eligible bidder on email as well as bharat portal.

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					auction event information 2 to 3 days in advance.	
10	RFQ	<p>2.2.1 (Pg. no 7) For determining the eligibility of Applicants for their pre-qualification hereunder, the following shall apply: </p> <p>(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> <p>1. Whether a Trading Licensee can participate through multiple generation sources?</p> <p>2. If yes, a Trading Licensee can participate through multiple generation sources:</p> <p>(a) Would the Trading Licensee be required to submit different financial bids for each generation source?</p> <p>(b) Would the Trading Licensee be allowed to submit bids for capacity exceeding requisition capacity?</p> <p>For instance, against a requisition capacity of 1000 MW a Trading</p>			<p>1. Yes Trading Licensee can participate through multiple generation sources but there should not be any conflict of interest</p> <p>2. a. Yes b. No</p>

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			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?			
11	RFQ	<p>2.2.2 (Pg no 8)</p> <p>(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, as on bid date. Bidders shall not be allowed to increase their capacity.....</p> <p>In case the Bidder is a Trading Licensee, the condition under Clause 2.2.2(B) may be either fulfilled jointly or severally by the Trading Licensee and Developer and/or its Associate of Developer.</p>	<p>Certain Developer may participate through Trading Licensee and Trading Licensee have small Net Worth as they are SPV of the Parent Company.</p> <p>So, Trading Licensee to be allowed to participate based on the financial strength of its Associate to meet the Financial Capacity criteria as allowed to Developer.</p> <p>Please confirm</p>	<p>(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, as on 10 days prior <u>to</u> bid date or <u>at the close of the preceding financial year</u>.....</p>	The clause needs to be modified as it Is not possible to give the Net Worth as on bid due date. So, please modify the clause as suggested.	Accepted
12	RFQ	<p>2.12.2 (Pg no 16)</p> <p>Documents required to be uploaded as per this RFQ shall contain:</p>	As “PowerPulse Trading Solutions Ltd”, (being Trader for the said bid)			Accepted

Sr. No.	Document	Clause No. and Existing Provision	Clarification Required	Suggested text for the Amendment	Rationale for Clarification or Amendment	MSEDCL's Reply
		(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>was incorporated on 13th February, 2024 wherein as per section 2 (41) of the Companies Act 2013, in case of Company incorporated post 1st January of a year, financial year means period ending on the 31st March of the following year. Extract of relevant section is reproduced below:</p> <p><i>"As per Section 2 (41) of Companies Act 2013, "financial year", in relation to any company or body corporate, means the period ending on the 31st day of March every year, and where it has been incorporated on or after the 1st day of January of a year, the period ending on the 31st day of March of the following year, in respect whereof financial statement of the company or body corporate is made up:"</i></p>			

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			<p>Accordingly, no audited financial statement of the Trader for the period ended 31st March 2024 is available as first audited balance sheet will be for the period ended from 13th February 2024 to 31st March 2025 as per requirement of Section 2 (41) of Companies Act, 2013.</p> <p>Further, it is requested to allow Bidder/Trader to submit the audited balance sheet of its Associate.</p>			
13	RFQ	<p>2.12.2 (Pg no 16) 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; [; and</p>		<p>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 <u>or Undertaking for fuel arrangement as per Annexure A.</u></p>	Clause is being amended in line with Fuel Undertaking, which is already provided by MSEDCL in RFP annexed as Annexure-A.	Accepted. Either FSA or undertaking maybe submitted.

Sr. No.	Document	Clause No. and Existing Provision	Clarification Required	Suggested text for the Amendment	Rationale for Clarification or Amendment	MSEDCL's Reply
14	RFP	<p>1.1.6 (Pg no 2) In e-Reverse Auction Stage, the utility may mention ceiling price below which bidders have to quote the bid price, the lowest Bid received in the e-Tender Stage shall be displayed to the Bidders on the BHARAT ELECTONIC Tender Portal.....</p> <p>4.3 (Pg no 15) During the e-Reverse Auction Stage, the utility may mention ceiling price below which bidders have to quote Tariff. The Bidders will have the option of reducing.....</p>		<p>1.1.6 In e-Reverse Auction Stage, the utility may mention ceiling price below which bidders have to quote the bid price, the lowest Bid received in the e-Tender Stage shall be displayed to the Bidders on the BHARAT ELECTONIC Tender Portal.....</p> <p>4.3 During the e-Reverse Auction Stage, the utility may mention ceiling price below which bidders have to quote Tariff. The Bidders will have the option of reducing.....</p>	Imposing a bid ceiling price may deter participation in the tender. So, to increase the participation in the tender which will lead to discovery of competitive tariff, kindly remove the ceiling price and align the clause as per SBD	No change
15	RFP	<p>APPENDIX – I Letter comprising the Bid (Pg no 20) 1. With reference to your Bidding Document dated 13.12.2024 comprising of the RFQ & RFP, I/we, having examined the Bidding Document and</p>		<p>1. With reference to your Bidding Document dated 13.12.2024 <u>20.03.2025</u> comprising of the RFQ & RFP, I/we, having examined</p>	Typographical error	Accepted. 13.12.2024 maybe read as 20.03.2025

Sr. No.	Document	Clause No. and Existing Provision	Clarification Required	Suggested text for the Amendment	Rationale for Clarification or Amendment	MSEDCL's Reply
		understood their contents, hereby submit my/our Bid for the aforesaid Project. The Bid is unconditional and unqualified.		the Bidding Document and understood their contents, hereby submit my/our Bid for the aforesaid Project. The Bid is unconditional and unqualified.		
16	RFP	<p>APPENDIX – I Letter comprising the Bid (Pg no 24)</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 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 that in the hard copy the bidder need not to fill any data related to Tariff.			“Bid as submitted on portal can be mentioned.”

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17	RFP	Bid Security Appendix II and Performance Security		<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</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.	Format is as per SBD

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				<p>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>		
18	Draft APP	<p>Recital (Pg no - 1)</p> <p>WHEREAS:</p> <p>A. The Utility has resolved to procure electricity from a power generating station that would deliver a Contracted Capacity of *** MW at the Delivery Point corresponding to ***MW of gross generation.....</p>	Please clarify the Auxiliary consumption to be considered for computation of Gross Capacity from Contracted Capacity.			Yes, the Auxiliary consumption to be considered for computation of Gross Capacity from Contracted Capacity.
19	Draft APP	<p>1.2 Interpretation (Pg no 4)</p> <p>.....</p> <p>.....</p>		(k) reference to a	The proposed changes	No change

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		(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;		“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;	are in line with SBD dtd. 19.12.2022.	
20	Draft APP	3.2.1 (Pg no 10) The Parties expressly agree that the Utility may, in pursuance of any re-organisation or restructuring undertaken in pursuance of Applicable Laws, or if it is unable to discharge its liabilities and obligations under this Agreement, substitute itself by another Distribution Licensee(s) and upon such substitution, all the functions, rights and obligations of the Utility under this Agreement shall be deemed to be transferred to the substituted entity in accordance with and subject to Applicable Laws		The Parties expressly agree that the Utility may, in pursuance of any re-organisation or restructuring undertaken in pursuance of Applicable Laws, or if it is unable to discharge its liabilities and obligations under this Agreement, substitute itself by another Distribution Licensee(s) and upon such substitution, all the functions, rights and obligations of the Utility under this Agreement shall be deemed to be transferred to the	In case of substitution of Utility, it should be ensured that credit worthiness of another Distribution Licensee should at least be of the existing Utility. This should be even applicable in case additional Licensee in the same area of supply.	No change

Sr. No.	Document	Clause No. and Existing Provision	Clarification Required	Suggested text for the Amendment	Rationale for Clarification or Amendment	MSEDCL's Reply
	 Provided further that prior intimation of the substitution shall be given to the Supplier.		substituted entity in accordance with and subject to Applicable Laws..... Provided further that prior intimation of the substitution shall be given to the Supplier <u>and the creditworthiness of the substituted entity shall be substantially similar or greater as compared to the Utility and in the event of any shortfall therein, credit enhancement shall be provided by the substituted entity to bridge the gap. Further, this shall not alter/modify/affect/dilute obligation of Utility under this PPA.</u>		
21	Draft APP	3.2.2 (Pg no 10) In the event of additional Licensees operating in the same area of supply post the signing		In the event of additional Licensees operating in the same		As per SBD. No change

Sr. No.	Document	Clause No. and Existing Provision	Clarification Required	Suggested text for the Amendment	Rationale for Clarification or Amendment	MSEDCL's Reply
		of this Agreement, the existing PPA may be reallocated in full or part by the competent authority to the other licensees in proportion to the number of consumers/ demand of power with the different licensees and the present Agreement shall apply to all such subsequent Licensees.		area of supply post the signing of this Agreement, the existing PPA may be reallocated in full or part by the competent authority to the other licensees in proportion to the number of consumers/ demand of power with the different licensees and the present Agreement shall apply to all such subsequent Licensees. Provided further that <u><i>the creditworthiness of the additional licensee shall be substantially similar or greater as compared to the Utility and in the event of any shortfall therein, credit enhancement shall be provided by the Utility to bridge the gap. Further, this shall not alter modify/affect /dilute obligation of Utility under this PPA.</i></u>		

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22	Draft APP	4.1.2 (Pg no 11) (e) Omitted		(e) Omitted <u>provide Performance Security to the Supplier;</u> Additional Clause: (g) <u>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>	As Supplier is providing security to Buyer in a similar fashion Buyer is also required to provide security to the Supplier as per the SBD. So, the clause needs to be retained in line with SBD. Provision (g) has been added in light of the General Network Access (GNA) Regulation issued by Hon'ble CERC, where only Buyer/Utility/Beneficiary can seek GNA	e) No change g)Not accepted
23	Draft APP	4.1.3 (Pg. no 12) The Conditions Precedent required to be satisfied by the Supplier within a period of 30 (thirty) days from the date of this Agreement shall be deemed to have been fulfilled when the Supplier shall have: (e) The Supplier shall have		(e) <u>Omitted</u> The Supplier shall have	The clause needs to be suitably modified in case of participation based on Fuel Undertaking. As the SHAKTI B (iii) auction happens twice in an year	Undertaking as per Annexure (A) of RFP maybe submitted.

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		executed the Fuel Supply Agreement and submitted to the utility;		executed the Fuel Supply Agreement and submitted to the utility;	and Supplier will not be able to fulfill the same within the stipulated time period of 30 days.	
24	Draft APP	<p>4.4 Deemed Termination upon delay (Pg. no 13)</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</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</u> under or arising out of this Agreement shall be deemed to have been waived by, and to have ceased with the</p>	The clause needs to be modified to take care of the scenario in case of termination due to delay in Appointed Date attributable to Utility.	No change

Sr. No.	Document	Clause No. and Existing Provision	Clarification Required	Suggested text for the Amendment	Rationale for Clarification or Amendment	MSEDCL's Reply
		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.		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. <u><i>Provided further that in the event the delay in occurrence of the Appointed Date is for reasons attributable to the Utility, the Performance Security / Letter of Credit given by the Utility shall be encashed and appropriated by the Supplier as Damages</i></u>		

Sr. No.	Document	Clause No. and Existing Provision	Clarification Required	Suggested text for the Amendment	Rationale for Clarification or Amendment	MSEDCL's Reply
				<u>thereof.</u>		
25	Draft APP	<p>4.5 Extension of Term of Agreement (Pg. no 13)</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>	<p>The said provision should be done away with as the defaulting party has paid the damages for the delay in completing the CP.</p>	As per SBD. No change

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26	Draft APP	9. PERFORMANCE SECURITY BY THE SUPPLIER (Pg no – 28- 29)			The proposed changes are in line with SBD dtd. 19.12.2022. As the Supplier is required to furnish the security to the Buyer in the similar fashion Buyer is required to provide the security to Supplier as per the SBD.	No change
27	Draft APP	<p>10.2.1 (Pg no 25)</p> <p>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.</p> <p>Provided that in such cases, Utility shall not be entitled to recall full or part of its un-requisitioned capacity.</p> <p>Provided further that if the Supplier is able to sell the</p>	<ul style="list-style-type: none"> • Please share the as on date rule applicable for sharing of gain issued by Ministry of Power. • We understand that un requisition capacity can be also sold under bilateral mode. • We understand that Utility shall give sufficient schedule such that technical minimum requirement of machine is met. 	<p>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 <u>or day ahead contingency (DAC) or bilateral</u></p>	<p>The said provision only talks about sharing of gains whereas any loss to the Supplier on account of non-utilization of contracted capacity is unaccounted for.</p> <p>Further, DAC and bilateral transaction should also be allowed for sale of un-requisitioned power.</p> <p>So, please modify the said clause.</p>	<p>Modified clause is as under:</p> <p>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</p>

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		unrequisitioned power, sharing of gain from such sale of such power shall be as per applicable rules issued by the Ministry of Power.		<p><u>transaction.</u></p> <p>Provided that in such cases, Utility shall not be entitled to recall full or part of its un-requisitioned capacity.</p> <p><u>Provided further that in the event that any part of the Contracted Capacity, which is not utilised by the Utility and is, therefore, utilised for production of electricity and sale thereof to meet technical minimum requirement, then the Utility shall be liable for payment of difference of sale revenue accrued from third parties and revenue to be accrued from supply under PPA Tariff to the extent of quantum sold out of such contracted capacity.</u></p>		<p>time collective transaction or intra-day <u>contingency or day ahead contingency (DAC)</u>.</p> <p>Provided that in such cases, Utility shall not be entitled to recall full or part of its un-requisitioned capacity.</p> <p>Provided further that if the Supplier is able to sell the unrequisitioned power, sharing of gain from such sale of such power shall be as per applicable rules issued by the Ministry of Power</p>

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				<p>Provided further that if the Supplier is able to sell the un-requisitioned power to any Buyer, sharing of gain from sale of such power shall be as per applicable rules issued by the Ministry of Power.</p> <p><u><i>Provided further that if the Supplier is not able to sell the un-requisitioned power to any Buyer, then the Utility shall be liable for payment of Fixed Charges for such Contracted Capacity.</i></u></p>		
28	Draft APP	<p>10.3 Substitute Supply (Pg no 25)</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, supply electricity from any</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</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</p>	No change.

Sr. No.	Document	Clause No. and Existing Provision	Clarification Required	Suggested text for the Amendment	Rationale for Clarification or Amendment	MSEDCL's Reply
		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.		of Fuel or Force Majeure, the Supplier may, 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	power supply to Utility under alternate source shall be removed.	

Sr. No.	Document	Clause No. and Existing Provision	Clarification Required	Suggested text for the Amendment	Rationale for Clarification or Amendment	MSEDCL's Reply
				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. ...		
29	Draft APP	11.4.3 (Pg no 28) In the event that any shortfall in supply of electricity to the Utility occurs on account of deficiency in intra state transmission system in accordance with the provision of Clause 5.3, 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 deficiency in intra state transmission system in accordance with the provision of Clause 5.3, 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	The deficiency in transmission is beyond the control of Supplier and Utility but the Supplier is required to service the debt and maintain the power plant. So, in case of deficiency in transmission Supplier to be paid Fixed Charge equal for 100% of the non-availability.	As per SBD. No change.

Sr. No.	Document	Clause No. and Existing Provision	Clarification Required	Suggested text for the Amendment	Rationale for Clarification or Amendment	MSEDCL's Reply
				deemed to be Availability to the extent of 50% (fifty per cent) <u>100% (one hundred percent)</u> of the Non-Availability hereunder.		
30	Draft APP	<p>11.5.3 (Pg no 29) 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. Further, provided that the Utility shall not bear any additional burden arising from arrangement of such fuel from alternate source. </p> <p>Provided also that in case of blending of imported fuel, the Energy Charge shall be calculated as per methodology specified in Schedule F.</p>		<p>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. Further, provided that the Utility shall not bear any additional burden arising from arrangement of such fuel from alternate source. <u>The Utility shall be intimated if the increase in Variable Charge is greater than 30 % (thirty percent).</u> </p>	As the Supplier is supplying power from coal linkage then any shortfall in fuel is beyond its control and such scenario Supplier should be allowed to supply power using alternate source. So we request you to retain the provision in line with SBD.	No change.

Sr. No.	Document	Clause No. and Existing Provision	Clarification Required	Suggested text for the Amendment	Rationale for Clarification or Amendment	MSEDCL's Reply
				<p>.....</p> <p>Provided also that in case of <u>shortage of linkage coal and the Supplier arranges coal from alternate sources</u> blending of imported fuel, the Energy Charge shall be calculated as per methodology specified in Schedule F.</p>		
31	Draft APP	<p>11.6.1 (Pg no – 30)</p> <p>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</p>	<p>Please clarify Damages shall be calculated based on cumulative Availability from 1st April till the last day of the billing month.</p>	<p>In the event that Availability in any month is less than the Normative Availability,.....</p> <p>..... shall be 25% (twenty five per cent) of the Fixed Charge which is reduced on account of shortfall in Availability below Normative availability</p> <p><u>Also, in the event</u></p>	<p>Supplier should be incentivized for making the capacity available above the normative availability,</p>	No change.

Sr. No.	Document	Clause No. and Existing Provision	Clarification Required	Suggested text for the Amendment	Rationale for Clarification or Amendment	MSEDCL's Reply
		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.		<u>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%</u>		

Sr. No.	Document	Clause No. and Existing Provision	Clarification Required	Suggested text for the Amendment	Rationale for Clarification or Amendment	MSEDCL's Reply
				<u>(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>		
32	Draft APP	11.6.2 (Pg no – 30) 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 <u>Fixed Charges and Incentive</u> or Damages, if any, <u>as the case may be,</u> shall be computed with reference to the Normative Availability for that year. The amount so	Supplier should not be liable to pay damages in case of shortage of fuel and deficiency in transmission as both is beyond control of Supplier. Also, as the Incentive and Damages are getting reconciled, similarly Fixed Charges should also be reconciled.	No change.

Sr. No.	Document	Clause No. and Existing Provision	Clarification Required	Suggested text for the Amendment	Rationale for Clarification or Amendment	MSEDCL's Reply
				<p>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.</p> <p><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></p>		
33	Draft APP	<p>11.8.1 (Pg no – 30) 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,</p>		<p>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</p>	<p>The clause needs to be modified to take care of any change in Tax & Duties after Bid due date.</p>	<p>As per SBD.No change.</p>

Sr. No.	Document	Clause No. and Existing Provision	Clarification Required	Suggested text for the Amendment	Rationale for Clarification or Amendment	MSEDCL's Reply
		including the taxes and duties specified in Clauses 11.8.2, in accordance with Applicable Laws.		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><i>For avoidance of doubt, it is clarified that any variation in the same after the Bid Due Date shall be subject to adjustment, in accordance with the provision of Change in Law.</i></u>		
34	Draft APP	11.8.2 (Pg no 30) 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.	In case the said clause is retained in the present form then 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	The clause needs to be modified so the bidders have the clarity with regards to Taxes & Duties.	No change.

Sr. No.	Document	Clause No. and Existing Provision	Clarification Required	Suggested text for the Amendment	Rationale for Clarification or Amendment	MSEDCL's Reply
				<p>Added Tax or General Sales Tax and Custom Duty on fuel thereon shall be paid by the Supplier.. <u>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.</u></p> <p><u>Further, the Tariff and incentive payable by the Utility under this Article 11 shall be exclusive of taxes applicable on sale /</u></p>		

Sr. No.	Document	Clause No. and Existing Provision	Clarification Required	Suggested text for the Amendment	Rationale for Clarification or Amendment	MSEDCL's Reply
				<u>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.</u>		
35	Draft APP	11.9.1 (Pg no – 30) 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	We understand that bills would be raised based on daily schedule published on RLDC/SLDC website. Please confirm.			Availability and REA for the relevant month for Monthly bill and RLDC's daily Energy account for provisional bill.

Sr. No.	Document	Clause No. and Existing Provision	Clarification Required	Suggested text for the Amendment	Rationale for Clarification or Amendment	MSEDCL's Reply
		with the provisions of this Agreement.				
36	Draft APP	<p>11.9.2 (Pg no – 31) (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; </p>	<p>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</p>	<p>..... (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>Incentives and/or Damages</u> in accordance with the provisions of Clause..... (i) details in respect of Damages <u>or Incentives</u> payable in accordance with the provisions of this Agreement; </p>	Supplier should be incentivized to make the capacity available above the normative availability.	No change.
37	Draft APP	<p>11.11 Discount for early payment (Pg no 32) The Parties expressly agree that in the event the Utility pays the</p>		The Parties expressly agree that in the event	The graded discount system should be done	No change

Sr. No.	Document	Clause No. and Existing Provision	Clarification Required	Suggested text for the Amendment	Rationale for Clarification or Amendment	MSEDCL's Reply
		<p>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 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</p>	<p>away with as Supplier does not get any discount while paying to the coal companies. So, discount for early payment should be only applicable if the payment is made within 5 days.</p>	

Sr. No.	Document	Clause No. and Existing Provision	Clarification Required	Suggested text for the Amendment	Rationale for Clarification or Amendment	MSEDCL's Reply
				submission of the invoice - 1.0%		
38	Draft APP	<p>13.2.1 (Pg no – 34)</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 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 <i>Twice</i> the 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</p>	<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.</p>	As per SBD. No change

Sr. No.	Document	Clause No. and Existing Provision	Clarification Required	Suggested text for the Amendment	Rationale for Clarification or Amendment	MSEDCL's Reply
				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.		
39	Draft APP	13.2.2 (Pg no - 34) All costs and expenses relating to opening and maintenance of the Letter of Credit shall be borne by the Utility.		<u><i>The Letter of Credit shall be procured by the Utility from a bank where at least twice the value of the Monthly Payment are normally deposited.</i></u> All costs and expenses relating to opening and maintenance of the Letter of Credit shall be borne by the Utility.	The clause needs to be amended to secure the payment security provided to the Supplier.	No change
40	Draft APP	13.4 Omitted (Pg no - 34)		13.4 ———— Omitted <u><i>Payment security for Termination</i></u> <u><i>The Parties agree and acknowledge that upon</i></u>	The said clause needs to be added to cover any payment due to termination.	No change

Sr. No.	Document	Clause No. and Existing Provision	Clarification Required	Suggested text for the Amendment	Rationale for Clarification or Amendment	MSEDCL's Reply
				<u>Termination and on failure of the Utility to make the Termination Payment within 30 (thirty) days of demand by the Supplier, the Supplier may invoke the Letter of Credit for recovery of the amount due, whereupon the LC Issuing Bank shall, without any reference to the Utility pay the amount due and the Utility shall cause the Letter of Credit to be replenished and reinstated to the extent specified in Clause 13.2 until its liability for an in respect of the Termination Payment is fully discharged.</u>		
41	Draft APP	16.1 Audited accounts (Pg no – 39)		16.1—Audited accounts	The Clause is relevant for long term PPAs. A supplier may have	No change

Sr. No.	Document	Clause No. and Existing Provision	Clarification Required	Suggested text for the Amendment	Rationale for Clarification or Amendment	MSEDCL's Reply
		16.2 Appointment of auditor (Pg no – 39)		16.2 Appointment of auditor	<p>signed multiple medium term PPAs with different Procurers and each Procurer may have separate requirements, which for a Supplier would be difficult to fulfill.</p> <p>Further, it's not possible to provide the audited financial results by 30th May each year. It takes around 120 – 150 days.</p> <p>In light, of the above the provision 16.1 & 16.2 should be deleted.</p>	
42	Draft APP	17.6 Allocation of costs arising out of Force Majeure (Pg no – 45) 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> (a) upon occurrence of a <u>Force Majeure Event as per clause 17.2, the</u>	Any cost implication related to other Events should be reimbursed to Supplier by the Utility.	No change

Sr. No.	Document	Clause No. and Existing Provision	Clarification Required	Suggested text for the Amendment	Rationale for Clarification or Amendment	MSEDCL's Reply
				<p><u>Parties shall bear their respective Force Majeure Costs</u> the Other events and neither Party shall be required to pay to the other Party any costs thereof.</p> <p><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></p>		
43	Draft APP	Additional clause to be mentioned		<p><u>Clause to be added.</u></p> <p><u>17.9 Relief for Unforeseen Events</u></p>	Clause related to relief for unforeseen events needs to be added in line with SBD for FOO dtd. 29.01.2019.	No change
44	Draft APP	<p>19.2 Termination for Utility Default (Pg no – 50)</p> <p>.....</p> <p>.....</p> <p>(a) Omitted.</p> <p>(b) Omitted.</p>		<p>(a) Omitted. <u>The Performance Security-Utility has been encashed and appropriated in accordance with Clause 9.2 and the</u></p>	The said clause needs to be modified to take care of the scenario where in Utility fails to replenish the Performance Security-Utility.	No change

Sr. No.	Document	Clause No. and Existing Provision	Clarification Required	Suggested text for the Amendment	Rationale for Clarification or Amendment	MSEDCL's Reply
				<p><u>Utility fails to replenish or provide fresh Performance Security-Utility within a Cure Period of 15 (fifteen) days;</u></p> <p>(b) Omitted. <u>subsequent to the replenishment or furnishing of fresh Performance Security-Utility in accordance with Clause 9.2, the Utility fails to meet any Condition Precedent or cure the Utility Default, as the case may be, for which whole or part of the Performance Security-Utility was appropriated, within a Cure Period of 120 (one hundred and twenty) days;</u></p>		
45	Draft APP	<p>21.4 No Claim in the event of shortage of fuel (Pg no – 54)</p> <p>Notwithstanding anything to the contrary contained in this</p>		<p>21.4 <u>Omitted</u> No Claim in the event of shortage of fuel</p> <p>Notwithstanding anything to the</p>	The added provision needs to be deleted as the shortage of fuel is beyond the control of Supplier. Further, the	No change

Sr. No.	Document	Clause No. and Existing Provision	Clarification Required	Suggested text for the Amendment	Rationale for Clarification or Amendment	MSEDCL's Reply
		Agreement, no change in law compensation will be paid by utility to the supplier in the matter of arranging/utilizing/procuring fuel from alternate source. Any implication / cost / consequence / risk arising out of non-availability/shortage of fuel and/or procurement of alternate fuel shall be solely on account of Supplier / Trader.		contrary contained in this Agreement, no change in law compensation will be paid by utility to the supplier in the matter of arranging/utilizing/procuring fuel from alternate source. Any implication / cost / consequence / risk arising out of non-availability/shortage of fuel and/or procurement of alternate fuel shall be solely on account of Supplier / Trader.	said added provision is not in line with SBD dtd. 19.12.2022.	
46	Draft APP	26.1 Definitions		To be added <u>“Performance Security-Utility” shall mean the performance security to be provided by the Utility in terms of Clause 9.1.2;</u>	Please align the Definition of in line with SBD dtd. 19.12.2022.	No change
47	Draft APP	Schedule B Performance Security (Pg no 91) 7. this Guarantee will		7. this	As per clause 9.1.1	No change. Modified clause is as under: The Supplier shall, for the

Sr. No.	Document	Clause No. and Existing Provision	Clarification Required	Suggested text for the Amendment	Rationale for Clarification or Amendment	MSEDCL's Reply
		<p>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>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>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>	<p>performance of its obligations hereunder, provide to the Utility 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) 16 in the form set forth in Schedule-B (the "Performance Security") valid for a period ending 6 (six) months after date of commencement of supply. The amount towards the Performance Security can be paid through NEFT/RTGS/ also.</p>

Queries/Request for Additional Information: Bidding for Procurement of 1000 MW of electricity on medium-term basis

Tender Ref: CE/PP/Mid-Term/04 Dated 20.03.2025

Sr.	Clause No. (RFQ, RFP & APP)	Existing Provision	Query / Comments	Suggested modification	MSEDCL's Reply
1.	NIT	Bid shall be submitted on https://www.bharat-electronictender.com only	As MSEDCL has issued the tender on a new portal i.e. BHARAT ELECTRONIC E-bidding Portal and most bidders are familiar with DEEP e-Bidding portal only, it is requested to kindly arrange DEMO session for guidance on submission of both Technical and Financial bids followed by the e-reverse auction on the BHARAT ELECTRONIC E-bidding Portal.		Training session will be arranged by Bharat Portal for bidding.
2.	RFQ 1.1.5	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 (Fifty) MW, whichever is lower. The remaining capacity, if any, may be procured from other Bidders who are willing to match the lowest Bid.	It is requested to kindly revise the Minimum Bid Quantity to 50 MW.		No change.
3.	RFQ 1.2.1	Prior to submission of the Application, the Bidder shall pay to the Utility a sum of Rs 600/MW (Rupees six Hundred only per	Kindly mention the applicable taxes. Further, it is requested to provide Bank Details of MSEDCL.		Cost of the bidding process- 1. 18% GST, 2. GST No. - 27AAECM2933K1ZB, PAN No. - AAECM2933K & Bank details attached.

Sr.	Clause No. (RFQ, RFP & APP)	Existing Provision	Query / Comments	Suggested modification	MSEDCL's Reply
		MW corresponding to bid quantity) plus applicable taxes as indicated above, as the cost of the Bidding Process.			
4.	RFQ 1.2.2	All the Bidders would be able to participate in the e-Bidding events on making payment of the requisite fees as to Bharat Electronic Tender.	<p>Please mention the amount of the requisite fees to be paid to Bharat Electronic Tender Portal against requisition quantum (if any). Kindly clarify.</p> <p>Further, it is requested to provide Bank Details of Bharat Electronic Tender Portal.</p>		Rs.500/MW+ Applicable GST
5.	RFQ 1.2.9	In e-Reverse Auction Stage, the utility may mention ceiling price below which bidders have to quote the bid price. The ceiling price and the lowest Bid received in the e-Tender Stage shall be displayed to the Bidders on the BHARAT ELECTRONIC TENDER Portal and thereafter any subsequent lowest bid in e-Reverse Auction Stage on a real time basis.	It is requested to kindly intimate the tentative ceiling price to be mentioned by MSEDCL during e-RA stage.		Ceiling price will disclosed during e-auction only

Sr.	Clause No. (RFQ, RFP & APP)	Existing Provision	Query / Comments	Suggested modification	MSEDCL's Reply
6.	RFQ 1.3	Bid Due Date - 29.04.2025 till 11.00 hrs	As the tender is issued on a new portal i.e. BHARAT ELECTRONIC E-bidding Portal which different from the regular DEEP portal, we need time to register on this portal and get familiar with the same. Thus, we request you to kindly extend the bid due date for further 02 weeks from the scheduled submission date of 29 th April 2025.	Bid Due Date – 15.05.2025 till 11.00 hrs	No change
7.	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.		As of now no financial or technical advisor service is availed by MSEDCL for the tender process.
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 from the	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		No change

Sr.	Clause No. (RFQ, RFP & APP)	Existing Provision	Query / Comments	Suggested modification	MSEDCL's Reply
		<p>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:</p> <p>(e) omitted</p>	<p>provides the Performance Security as per MoP guidelines or agrees to waive off the submission of Performance Security by supplier as well.</p>		
9.	APP 4.1.2	<p>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</p>	<p>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 :</p> <p>g) procured access to the inter-state transmission system required for supply of electricity to the buyer;</p>	<p>New Inclusion:</p> <p>g) procured access to the inter-state transmission system required for supply of electricity to the buyer;</p>	<p>No change</p>

Sr.	Clause No. (RFQ, RFP & APP)	Existing Provision	Query / Comments	Suggested modification	MSEDCL's Reply
		Conditions Precedent required to be satisfied by the Utility shall be deemed to have been fulfilled when the Utility shall have			
10.	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.	No change. Undertaking as per Annexure (A) of RFP maybe submitted.
11.	Clause No. 4.4 of 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	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	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.	No change

Sr.	Clause No. (RFQ, RFP & APP)	Existing Provision	Query / Comments	Suggested modification	MSEDCL's Reply
		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.	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 Utility shall pay an amount equal to the Performance Security of the Supplier as Damages thereof.		
12.	APP 5.3 and 5.4	5.3 Intra State Transmission Charges Transmission Charges up to the Deliver Point shall be borne by the Supplier.	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 for generators connected to InSTS system

Sr.	Clause No. (RFQ, RFP & APP)	Existing Provision	Query / Comments	Suggested modification	MSEDCL's Reply
		<p>5.4 Intra-State Transmission Losses</p> <p>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.</p>			
13.	APP 7.1(m)	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.	Undertaking as per Annexure (A) of RFP maybe submitted.
14.	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	To either include the clause no. 9.1.4 as mentioned below or strike out the clause no. 9.1.1 as well.	No change

Sr.	Clause No. (RFQ, RFP & APP)	Existing Provision	Query / Comments	Suggested modification	MSEDCL's Reply
			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.	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.	
15.	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	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	Performance security by the utility will not be furnished. Letter of credit will be furnished.

Sr.	Clause No. (RFQ, RFP & APP)	Existing Provision	Query / Comments	Suggested modification	MSEDCL's Reply
		meet any Condition Precedent.....		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.	
16.	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	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	No change

Sr.	Clause No. (RFQ, RFP & APP)	Existing Provision	Query / Comments	Suggested modification	MSEDCL's Reply
		cent) [during Designated Hours] 22 computed with reference to the Contracted Capacity(the "Capacity Charge").		Availability in excess of Normative Availability.	
17.	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.	As per SBD. No change. The clause in APP is as follows: 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 30% (thirty per cent) of the Non-Availability hereunder.
18.	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	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	It is requested to remove the clause as Ramp up rate of 1% per minute is not feasible for cold startup.	As per SBD. No change.

Sr.	Clause No. (RFQ, RFP & APP)	Existing Provision	Query / Comments	Suggested modification	MSEDCL's Reply
		rate of 1% per minute as per methodology described in Schedule-G.	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.		
19.	APP 11.11	<p>Discount for early payment:</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) 6 - 10 days from the date of submission of the invoice - 1.4%</p> <p>(iii) 11 - 15 days from the date of submission of the invoice - 1.3%</p> <p>(iv) 16 - 20 days from the date of submission of the invoice - 1.2%</p> <p>(v) 21 - 25 days from the date of submission of the invoice - 1.1%</p> <p>(vi) 26 - 30 days from the date of submission</p>	<p>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.</p> <p>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</p>	<p>Suggested amendment:</p> <p>Discount for early payment:</p> <p>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.</p>	No change

Sr.	Clause No. (RFQ, RFP & APP)	Existing Provision	Query / Comments	Suggested modification	MSEDCL's Reply
		of the invoice - 1.0%			
20.	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.	<ol style="list-style-type: none"> 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.	<p>As per SBD. No change.</p> <p>The clause of APP is as follows: 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 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.</p>
21.	Article 26 of APP Definitions	"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;	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

Sr.	Clause No. (RFQ, RFP & APP)	Existing Provision	Query / Comments	Suggested modification	MSEDCL's Reply
22.	Annex-I, 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.	As per SBD. No change
23.	APP	Schedule-G	Ramp rate penalty may be deleted		As per SBD. No change

Replies to Manikaran Power Ltd. Queries on Bid documents issued by MSEDCL for 1000 MW MT Tender

S. No.	Clause Number	Existing Clause	Amendment Requested	Clarification	MSEDCL's Reply
1.	Clause no.1: Background	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 ("Bharat Electrocnic Tender Portal"). 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 (Fifty) MW, whichever is lower. The remaining capacity, if any, may be procured from other Bidders who are willing to match the lowest Bid.	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 ("Bharat Electrocnic Tender Portal"). 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 (Fifty) MW 50 MW , whichever is lower. The remaining capacity, if any, may be procured from other Bidders who are willing to match the lowest Bid.	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.	No change
2	APP ARTICLE 4 Conditions Precedent	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	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		No change

		<p>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:</p> <p>(a) Omitted. (b) Omitted.</p> <p>(c) procured approval of the Commission for payment of Tariff by the Utility to the Supplier in accordance with the provisions of this Agreement; (d) Omitted (e) Omitted</p> <p>(f) Provided to the Supplier, an unconditional, revolving and irrevocable Letter of Credit in accordance with the provisions of Clause 13.2.1.</p>	<p>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:</p> <p>(a) executed and procured execution of the Default Escrow Agreement in accordance with the provisions of Clause 13.1;</p> <p>(b) executed the Deed of Hypothecation in accordance with the provisions of Clause 13.1.2;</p> <p>(c) procured approval of the Commission for payment of Tariff by the Utility to the Supplier in accordance with the provisions of this Agreement; and</p> <p>(d) Omitted</p> <p>(e) provided Performance Security to the Supplier; (f) Provided to the Supplier, an unconditional, revolving and irrevocable Letter of Credit in accordance with the provisions of Clause 13.2.1.</p>	<p>We request MSEDCL to amend the clause as per standard bidding guidelines issued by Ministry of power for procurement of power under medium term basis.</p>	
3	<p>APP</p> <p>ARTICLE 4</p> <p>Conditions</p>	<p>4.1.3 The Conditions Precedent required to be satisfied by the Supplier within a period of 30 (thirty) days from the date of this Agreement shall be deemed to have been</p>	<p>4.1.3 The Conditions Precedent required to be satisfied by the Supplier within a period of 30 (thirty) 90 days from the date of this Agreement shall be deemed to have been fulfilled when the Supplier shall have:</p>	<p>We request MSEDCL to amend the said clause as per standard bidding guidelines issued by Ministry of power for procurement of power</p>	<p>No change</p>

	<p>Precedent</p>	<p>fulfilled when the</p> <p>Su</p> <p>ppl</p> <p>ier</p> <p>sh</p> <p>all</p> <p>ha</p> <p>ve:</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>...</p> <p>...</p> <p>...</p> <p>.</p> <p>Provided that upon request in writing by the Supplier, the Utility may, in its discretion, waive any of the Conditions Precedent set forth in this Clause 4.1.3 or grant extension of time, not exceeding 30 (thirty) days, for fulfilment thereof, as the case may be. For the avoidance of doubt, the Utility may, in its sole discretion, grant any waiver hereunder, with such conditions as it may deem fit.</p>	<p>.....</p> <p>.....</p> <p>.....</p> <p>Provided that upon request in writing by the Supplier, the Utility may, in its discretion, waive any of the Conditions Precedent set forth in this Clause</p> <p>4.1.3 or grant extension of time, not exceeding 30 (thirty) 90 days days, for fulfilment thereof, as the case may be. For the avoidance of doubt, the Utility may, in its sole discretion, grant any waiver hereunder, with such conditions as it may deem fit.</p>	<p>under medium term basis.</p>	
4			<p>9.1.2 The Utility shall, for the performance of its</p>		

	APP ARTICLE 9 Performance Security By The Supplier	9.1.2 Omitted.	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)17 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	We request MSEDCL to include the Performance Security to the Supplier clause as per Standard bidding guidelines issued by Ministry of Power (MoP) dated December 2022.	No change
5.		9.2.2 Omitted.	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	We request MSEDCL to include the said clause as per standard bidding guidelines issued by Ministry of power for procurement of power under medium term basis.	No Change

			the case may be, failing which the Supplier shall be entitled to terminate this Agreement in accordance with Article 19. Upon such replenishment or furnishing of a fresh Performance Security-Utility, as the case may be, the Utility shall be entitled to an additional Cure Period of 120 (one hundred and twenty) days for remedying the default and in the event of the Utility not curing its default within such Cure Period, the Supplier shall be entitled to encash and appropriate the Performance Security Utility as Damages, and to terminate this Agreement in accordance with Article 19.		
6.	APP ARTICLE 13 Payment Security	13.1 Omitted.	13.1 Default Escrow Account	As per Standard bidding guidelines issued by Ministry of Power (MoP) dated December 2022, we request MSEDCL to include the default escrow agreement as it is followed by various utilities for procurement of power under medium term basis. This clause needs to be added to cover the payment risk of Supplier.	No change
			The Utility and the Supplier	As per Standard bidding	No change

7			shall, prior to the Appointed Date, execute a deed of hypothecation substantially in the form specified at of Schedule-D (the “Deed of Hypothecation”), whereby the Utility shall hypothecate to the Supplier an amount equal to Monthly Payment, to be deposited every month in the Default Escrow Account for discharging the liabilities arising out of and in relation to the Secured Obligations.	guidelines issued by Ministry of Power (MoP) dated December 2022, we request MSEDCL to include the clause as it is general practice followed by various utilities for procurement of power under medium term basis. This clause needs to be added to cover the payment risk of Supplier.	
8.		13.4 Omitted	<p>13.4 Payment security for Termination</p> <p>The Parties agree and acknowledge that upon Termination and on failure of the Utility to make the Termination Payment within 30 (thirty) days of demand by the Supplier, Revenues equal to the Monthly Payment, deposited into the Default Escrow Account in accordance with the provisions of this Agreement and the Default Escrow Agreement, shall be appropriated every month and paid to the Supplier until discharge of the Termination Payment and any interest thereon. For the avoidance of doubt, the</p>	<p>We request MSEDCL to include the said clause as per standard bidding guidelines issued by Ministry of power for procurement of power under medium term basis.</p>	No change

			Utility expressly agrees and undertakes that 30% (thirty per cent) of its total monthly Revenues shall continue to be deposited into its account with the Default Escrow Bank until its liability for an in respect of the Termination Payment is fully discharged.		
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“Queries/ Request for Additional Information: Bidding for Procurement of 1000 MW of electricity on Medium Term basis”
RFQ No. CE/PP/Mid-Term/04 Dated 20.03.2025

PTC Queries on Bid documents issued by MSEDCL for 1000 MW MT Tender dated 20.03.2025

S. No.	Document	Clause No. & Existing Provision	Clarification Required	Suggested Text for Amendment	MSEDCL's 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 (“ Bharat Electrocnic Tender Portal ”). 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 (Fifty) MW , whichever is lower. The remaining capacity, if any, may be procured from other Bidders who are willing to match the lowest Bid.	Please clarify whether minimum bid capacity is 50 MW or 100 MW? In case it is 100 MW, it is requested to reduce the minimum bid 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 (“ Bharat Electrocnic Tender Portal ”). 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 , whichever is lower. The remaining capacity, if any, may be procured from other Bidders who are willing to match the lowest Bid.	100 (Hundred)
2.	RFQ	2.18 (j) it contains an attested copy of the system generated receipt or receipt of the Utility for payments towards the cost of the Bidding Process, e-Bidding fees submitted to PFCCL as per Clause	Typo error. May be corrected.		Typo error may be read as ‘e-Bidding fees submitted to Bharat portal’

“Queries/ Request for Additional Information: Bidding for Procurement of 1000 MW of electricity on Medium Term basis”
RFQ No. CE/PP/Mid-Term/04 Dated 20.03.2025

S. No.	Document	Clause No. & Existing Provision	Clarification Required	Suggested Text for Amendment	MSEDCL’s Reply
		1.2.1 and Bid Security as specified in Clause 1.2.6;			
3.	RFQ	General	<p>We understand that a Thermal Power station which is under advanced stages of construction/commissioning whose Scheduled COD is May 2025 is allowed to participate in the subject tender as the supply commencement date is 01.07.2025.</p> <p>Further, in case of any unlikely delay in commercial operation, clause 10.3 of APP shall be applicable.</p> <p>It is requested to kindly clarify the same so that we can participate from the said power station.</p>		Accepted Subject to satisfaction of condition precedent as per APP to be complied by supplier.
4.	RFP	APPENDIX – I Letter comprising the Bid 1. With reference to your Bidding Document dated 13.12.2024 comprising of the RFQ & RFP, I/we,	Typo error. May please be corrected.	APPENDIX – I Letter comprising the Bid 1. With reference to your Bidding Document dated 20.03.2025 comprising of the RFQ &	Accepted.—13.12.2024 may be read as 20.03.2025

“Queries/ Request for Additional Information: Bidding for Procurement of 1000 MW of electricity on Medium Term basis”
RFQ No. CE/PP/Mid-Term/04 Dated 20.03.2025

S. No.	Document	Clause No. & Existing Provision	Clarification Required	Suggested Text for Amendment	MSEDCL's Reply
		having examined the Bidding Document and understood their contents, hereby submit my/our Bid for the aforesaid Project. The Bid is unconditional and unqualified.		RFP, I/we, having examined the Bidding Document and understood their contents, hereby submit my/our Bid for the aforesaid Project. The Bid is unconditional and unqualified.	
5.	RFP	Annexure A Undertaking for Fuel Arrangement Ref: MSEDCL's NIT No. CE/PP/Mid-term/03 Dated 13.12.2024	Reference may please be corrected.	Annexure A Undertaking for Fuel Arrangement Ref: MSEDCL's NIT No. CE/PP/Mid-term/04 Dated 20.03.2025	Accepted. MSEDCL's NIT No. CE/PP/Mid-term/03 Dated 13.12.2024 may be read as MSEDCL's NIT No. CE/PP/Mid-term/04 Dated 20.03.2025

SAI WARDHA POWER GENERATION PRIVATE LIMITED
Queries/ Request for Additional Information: Bidding for Procurement of 1000MW of electricity on medium-term basis

Clause	Description/Clarification point	Our Request	Remarks/Reasoning	MSEDCL's Reply
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 (“ Bharat Electronic Tender Portal ”). 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 (Fifty) MW , whichever is lower. The remaining capacity, if any, may be procured from other Bidders who are willing to match the lowest Bid.	Kindly clarify the minimum bid capacity as 100 or 50 MW.		100 (Hundred)
RFQ 1.2.9	In e-Reverse Auction Stage, the utility may mention ceiling price below which bidders have to quote the bid price. The ceiling price and the lowest Bid received in the e-Tender Stage shall be displayed to the Bidders on the BHARAT ELECTRONIC TENDER 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	As per the Model Bidding Document published by Government of India, there is no provision for ceiling price to be given by the utility.	Request to remove the ceiling price provision as it is not aligning with the MBD. As this is a deviation, MSEDCL ought to have taken approval of Hon’ble MERC. Request you to share the approval of Hon’ble MERC	No Change

	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 ”).			
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SAI WARDHA POWER GENERATION PRIVATE LIMITED

“Queries/ Request for Additional Information: RFP Bidding for Procurement of 1000MW of electricity on medium-term basis”

Clause	Description/Clarification point	Our Request	Remarks/Reasoning	MSEDCL’s Reply
RFP 1.1.6	In e-Reverse Auction Stage, the utility may mention ceiling price below which bidders have to quote the bid price, the lowest Bid received in the e-Tender Stage shall be displayed to the Bidders on the BHARAT ELECTRONIC Tender 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 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 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	As per the Model Bidding Document published by Government of India, there is no provision for ceiling price to be given by the utility.	Request to remove the ceiling price provision as it is not aligning with the MBD. As this is a deviation, MSEDCL ought to have taken approval of Hon’ble MERC. Request you to share the approval of Hon’ble MERC	No Change

	identify the Bidder who has quoted the lowest Tariff therein (“ Lowest Bidder ”).			
RFP 4.3	During the e-Reverse Auction Stage, the utility may mention ceiling price below which bidders have to quote Tariff. 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) paisa or multiples thereof and to increase/maintain the quantum of capacity quoted by them at e-Tender Stage by 1 MW or multiples thereof. For avoidance of doubt it is clarified that, reduction of tariff during E-reverse auction stage will be through reduction in only the cost of generation component of tariff.	As per the Model Bidding Document published by Government of India, there is no provision for ceiling price to be given by the utility.	As per market driven price discovery, it is necessary that bidders be allowed to quote freely based on their respective cost structure.	No Change
RFP Annexure A	<p>Undertaking for Fuel Arrangement (To be submitted on a Judicial Stamp Paper of not less than Rs. 500/-)</p> <p>Ref: MSEDCL’s NIT No. CE/PP/Mid-term/03 Dated 13.12.2024</p>	<p>Undertaking shall be submitted for Fuel Arrangement (Annexure A) on a Non-Judicial stamp paper with a value not less than Rs.300 duly notarized with stamp paper.</p> <p>Request to update the reference no. as per issued Tender No.CE/PP/Mid-term/04 dated</p>		<p>Undertaking maybe submitted on a Judicial Stamp Paper of not less than Rs. 500/-</p> <p>MSEDCL’s NIT No. CE/PP/Mid-term/03 Dated 13.12.2024 may be read as</p> <p>CE/PP/Mid-term/04 dated 20.03.2025</p>

		20.03.2025		
Draft APP 4.1.3	<p>The Conditions Precedent required to be satisfied by the Supplier within a period of 30 (thirty) days from the date of this Agreement shall be deemed to have been fulfilled when the Supplier shall have:</p> <p>(e) The Supplier shall have executed the Fuel Supply Agreement and submitted to the utility;</p>	<p>Request to delete the requirement of submitting the FSA as an undertaking for fuel arrangement has already been addressed in accordance with Annexure –A of the RFP.</p>		<p>No change. Undertaking as per Annexure (A) of RFP may be submitted.</p>
Draft APP 11.4.2	<p>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”).</p> <p>For avoidance of doubt, 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.</p> <p>Provided that the Availability to be considered for calculation of Fixed Charges shall be reconciled annually on cumulative basis.</p>	<p>The fixed charge shall be payable on billing month-to-month basis up to the normative availability 85%.</p>	<p>When fixed charges are reconciled annually on cumulative basis, then there is no need to bill the fixed charge on cumulative availability from 1st until last day of the month.</p>	<p>No change</p>

Draft APP 11.5.3	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. Further, provided that the Utility shall not bear any additional burden arising from arrangement of such fuel from alternate source.	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.	Provision to be provided for shortage of coal and option to arrange fuel from alternate source also.	No change
Draft APP 21.4	No Claim in the event of shortage of fuel Notwithstanding anything to the contrary contained in this Agreement, no change in law compensation will be paid by utility to the supplier in the matter of arranging/utilizing/procuring fuel from alternate source. Any implication / cost / consequence / risk arising out of non-availability/shortage of fuel and/or procurement of alternate fuel shall be solely on account of Supplier / Trader.		Request to modify the clause as per MBD 2022.	No change

NTPC Vidyut Vyapar Nigam Ltd.**Pre-Bid Queries on MSEDCL Tender No. CE/PP/Mid-Term/04 Dated 20.03.2025**

Sr. No.	Clause No.	Description	Clarification Required	MSEDCL's Reply
1	1.1.1 - RFQ	Period when supply must commence - 01.07.2025	<p>It is requested to extend the commencement of supply date to 01.10.2025 as supply of some sellers is already tied up in short term tenders.</p> <p>Extending the commencement date of supply of power to 01.10.2025 will enable such generators to participate in this tender and promote greater participation and competition.</p>	No Change.
2	1.1.5 - RFQ	Bidders may bid for capacity specified in clause 1.1.1, or part thereof, not being less than 50% of such capacity or 100 MW whichever is lower.	It is requested to kindly reduce the Minimum capacity to 50 MW to enable larger participation.	No Change. Minimum capacity is 100 MW(Hundred).
3	4.13(f) Condition precedent	procured access to the transmission system required for carrying electricity from the Power Station to the Delivery Point	<p>As per GNA regulation, Buyer /discoms may only procure access to transmission system, only in case of T-GNA, trader is allowed. Accordingly, this clause needs to be modified in terms of GNA regulation.</p> <p>Moreover, in case of power during initial period is procured by T-GNA by discom in such case traders has to pay advance T-GNA charges to Nodal RLDC. PPA should mention how this charges will be refunded by MSEDCL.</p>	No Change.

4	Corrigendum issued by MSEDCL.	Date of bid submission.	IN view of reply to queries would be published only on 29 th April, it would not be possible to submit bid by 6 th May , in view of same , bid submission date may pl be extended till 12 th May 2025.	Accepted. Bid submission date will be revised appropriately.
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Jhabua Power Ltd. – 1 x 600 MW**Pre-Bid Queries on MSEDCL Tender for 1000 MW (5 Years)****Tender No. CE/PP/Mid-Term/04 Dated 20.03.2025**

Sr. No.	Feature	Clause No.	Description	Clarification Required	Rationale for Clarification	MSEDCL's Response
1.	Background	1.1.5- RFQ	Bidders may bid for capacity specified in clause 1.1.1, or part thereof, not being less than 50% of such capacity or 100 MW whichever is lower.	It is requested to kindly reduce the Minimum capacity to 50 MW.	This will lead to wider participation by bidders in tender and price discovery will also be optimal.	No Change
2.	Annexure-V	RFQ, Annex-V , page 37 of 40	5. Details of surplus capacity (in MW) (as on date of commencement of supply in accordance with NIT or any amendment thereof)	As of now, surplus capacity is required to be quoted on the date of commencement of Supply in accordance with NIT/ any amendment. <u>It is requested to kindly allow the bidders to quote the surplus capacity AS ON THE DATE OF ACTUAL COMMENCEMENT OF SUPPLY.</u>	There can be lag between date of commencement of supply as mentioned in NIT vs actual supply due to bid extensions, time taken for regulatory approvals etc. Bidders who do not have surplus capacity as on date of commencement as per NIT but at a later date (say 1 or 2 months after NIT commencement date) can also participate as generators with surplus capacity cannot foresee the timing of Medium Term and generally are engaged with Short Term Contracts for 1 or 2 months..	No change
3.	Obligation relating to Taxes	5.6 of APP And 11.8 of APP	5.6- The Supplier shall pay, at all times during the subsistence of this Agreement, all taxes,	It is understood that ED on APC consumed on account of supply to MSEDCL shall be paid		ED if paid by the Supplier only on Supply of Power under this APP

		<p>levies, duties, cesses and all other statutory charges payable in respect of the Power Station.</p> <p>11.8.2 The Tariff 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 and reimbursed by the Utility upon submission of necessary particulars by the Supplier.</p>	<p>separately. Kindly confirm.</p>		<p>will be reimbursed by the Utility upon scrutiny of necessary documents submitted by the Supplier.</p>
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