

Queries/ Request for Additional Information: Bidding for Procurement 300MW and additional upto 300 MW under Greenshoe option for production of electricity and supply thereof for a period of 1st April 2023 to 31st March 2028 for MPSEZ Utilities Limited

Sl. No.	Name of the Doc.	Clause No and Existing Provision	Queries/ Clarification Received from Bidders	Suggested text for the amendment proposed by Bidders	Rationale for clarification/ Amendment provided by Bidders	MUL Reply / Clarification
1.	RFQ	Definitions Trading Licensee(s) shall mean the Bidder which is an Electricity Trader or a Distribution Licensee in terms of the Electricity Act, 2003 and submits its Application on the basis of an exclusive power purchase agreement executed with the entity with identified generation source from where the power is proposed to be supplied by the Bidder		It may be revised as below: shall mean the Electricity Trader or a Distribution Licensee in terms of the Electricity Act, 2003 and submits its Application on the basis of an exclusive power purchase agreement or any other relevant agreement executed with the entity with identified generation source from where the power is proposed to be supplied by the Bidder	Trading licensee may not have signed a power purchase agreement with generator and may have signed any other agreement / authorization received for participation in the tender. Hence, the proposed revision	As per Bid documents which are approved by Hon'ble GERC.
2.	RFQ	Definitions Developer shall mean the owner and operator of the Power Station from which the supplier shall supply the Power to the Utility(ies);		It may be revised as below: Developer shall mean the owner and operator of the Power Station from which the supplier shall supply the Power to the	State Government or any State controlled entity (DISCOM) shall be permitted to participate in the bid through Trading Licensees.	As per Bid documents which are approved by Hon'ble GERC.

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				Utility(ies) <i>or a State Government or any State controlled entity which wants to supply power either directly or through a Trading Licensee; It may be clarified that State government, or any State controlled entity (DISCOM) will need to identify electric stations from which power is being supplied</i>	State Government or DISCOM have pooled power from the royalty share of state power generation which can be bid at a competitive price thus resulting in better participation.	
3.	RFQ	1.1.1 (Sr.No.1) Delivery Point Periphery of MPSEZ Utilities Limited i.e., 220KV Switchyard (FGD) connected with APL Busbar.		Contracted capacity may be considered at ex-bus of the generation station.	It is very difficult to forecast transmission losses for CTU/STU. As per prevailing regulations, Medium Term Open Access needs to be applied for a fixed quantum which cannot be revised. As it is impossible to forecast transmission losses it will be impossible to apply for medium term open access	No change It is clarified that Delivery Point is defined to ensure parity in landed cost evaluation and selection.
4.	RFQ	1.1.1 *Procurer has obtained approval of Hon'ble GERC for procurement of 300 MW power, approval for additional power under Greenshoe option (if	Kindly clarify how the bidder in the current tender is selected for additional power under Greenshoe option. Further such approval is taken prior to		We understand that power procurement under Greenshoe shall be guided by the current tender conditions whereby based on requirement L1 bidder is approached first and in case	It is clarified that L1 bidder shall be given priority for the Greenshoe option based on its offer.

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		exercised by Procurer) shall be taken from Hon'ble commission subsequently.	the issuance of LOA or post that.		non fulfillment L2 is approached so on. Modalities of selection of bidder for Greenshoe may be clarified please.	
5.	RFQ	1.1.3 (Pg. no 6) The selected Bidder (the "Supplier"/ "Selected Bidder") shall be responsible for financing, construction, operation and maintenance of the Project.		1.1.3 The selected Bidder (the "Supplier"/ "Selected Bidder") shall be responsible for financing, construction , operation and maintenance of the Project.	If the tender is based on FOO basis, then, the construction must not be involved.	The word "construction" shall be deleted from clause 1.1.3 of the RFP.
6.	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% (Twenty-five per cent of such capacity or 100 (hundred) MW, whichever is lower..."		It may be revised as below: "...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 50(Fifty)MW , whichever is lower..."	This will ensure more participation of generators as there are few competitive generators having installed capacity in 100 MW range.	As per Bid documents which are approved by Hon'ble GERC.
7.	RFQ	1.2.1 "The Utility has adopted a two-stage bidding process... Prior to submission of the Application, the Bidder shall pay to the Utility a sum of Rs 1,80,000 plus 18% GST..."	The fee is on higher side and the same may be specified as per the quantum the bidder is bidding. Kindly provide the bank details for payment.	"The Utility has adopted a two-stage bidding process... Prior to submission of the Application, the Bidder shall pay to the Utility a sum of Rs. 600/MW plus 18% GST..."	Ensure wider participation from bidders	As per Bid documents which are approved by Hon'ble GERC. Bank Details are enclosed.

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8.	RFQ	1.2.2 (Pg no 7) All the Bidders would be able to participate in the e-Bidding events on making payment of the requisite fees of Rs 500 per MW per requisition for the total capacity sought by the Utility for that particular requisition for which the bidder is willing to bid, to PFC Consulting Limited (PFCCL).	Kindly clarify that the PFCCL fees of INR 500 per MW is to be deposited for the capacity which the Bidder is willing to Bid. For Eg: Bidder is submitting bid for 200 MW then he will be required to pay INR 1,00,000/- (200 MW * INR 500) plus taxes (18% GST).			It is clarified that Bidders shall have to deposit the PFCCL fees for the offered capacity. For Eg: Bidder is submitting bid for 200 MW then he will be required to pay INR 1,00,000/- (200 MW * INR 500) plus taxes (18% GST).
9.	1.2.8 (RFQ) 1.1.3 (RFP)	<i>"..... In case a bank guarantee is provided, its validity period shall not be less than 180 (one hundred and eighty) days from the Bid Due Date, inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the Utility and the Bidder from time to time....."</i>	As per the Bid Documents, the validity of Bank Guarantee is interpreted as 180 days as against intended period of 120 Days Validity and 60 Days Claim Period. At present, Banks are stipulating a minimum claim expiry period of 1 year for Bank Guarantees. The wording of the clause, along with the one-year claim period stipulation, eventually leads to issuance			As per Bid documents which are approved by Hon'ble GERC.

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			<p>of a Bank Guarantee of 180 Days Validity + 365 Days Claim Period, and thus increases the cost (in form of BG charges/commissions) increased working capital requirements.</p> <p>The clause may be suitably amended as below <u><i>“In case a bank guarantee is provided, its validity period shall not be less than 120 (One Hundred and Twenty) days from the Bid Due Date, and an additional claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the Utility and the Bidder from time to time.”</i></u></p>			
10.	RFQ	1.2.13	Transmission charge shall be part of FC for Lumpsum Tariff, generating cost of electricity, and the transmission losses, shall form part of the Base Variable Charge	The transmission charges under MTOA are fixed in nature, so it should be part of fixed charge or it should be paid based on availability not on basis of actual	As per Bid documents which are approved by Hon’ble GERC.

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				and fixed charge and transmission charges shall form part of Base fixed Charge.....	scheduling as in case of variable charges.	
11.	RFQ	1.2.13 “.....For the purposes of bidding hereunder, the Base Fixed Charge and Base Variable Charge shall constitute the tariff for the Power Station (the “Tariff”). For Lumpsum Tariff, generating cost of electricity, the transmission charges and the transmission losses, shall form part of the Base Variable Charge.....”	Please clarify the calculation formulae for the transmission losses, forming part of the Base Variable Charge.	Note: Base Variable charges towards transmission losses shall be equal to: = [{Base Fixed charge + Base variable Charge towards cost of generation + Base variable charge towards cost of transmission charge} / {1-(%age transmission loss/100)}] - {Base Fixed charge + Base variable Charge towards cost of generation + Base variable charge towards cost of transmission charge}	The %age transmission losses on weekly basis are being published by Power System Operation Corporation Limited under CERC, Sharing Regulation 2020. The same may be clarified for purpose of bidding/billing. Further, specifying transmission charges and losses will remove ambiguity among bidders in quoting them in DEEP portal where there is no check as of now.	It is clarified that Base Variable charges towards transmission losses shall be equal to: = [{Base Fixed charge + Base variable Charge towards cost of generation + Base variable charge towards cost of transmission charge} / {1- (%ge transmission loss/100)}] - {Base Fixed charge + Base variable Charge towards cost of generation + Base variable charge towards cost of transmission charge}
12.	RFQ	1.2.13 (k) <u>Lumpsum Tariff</u> The Bidder shall quote a Base Variable Charge... (a) a Base Variable Charge, and (b) a Base Fixed Charge, as per the provisions of Clause 12.3.1 of the APP....		It is suggested that transmission charges and losses shall be quoted separately and shall not form part of Variable Charges. And it should be fully recoverable based on	Transmission charges shall be a separate component and should be quoted in Rs/MW/month as medium-term transmission charges are notified on Rs/MW/month basis. Further, transmission charges should be	As per Bid documents which are approved by Hon’ble GERC.

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				the actual bills from CTU	reimbursed at actual and should not be payable as per scheduled energy.	
13.	RFQ	1.4 Pre-Bid Meeting	It is requested to kindly conduct Pre-Bid Meeting through Video Conference mode also.			Pre-bid Meeting was held on 06.06.2022 at 15:00 hrs through Microsoft Team.
14.	RFQ	2.2 Eligibility of Bidders	DISCOMS and State government entities having pooled/surplus power be made eligible	“(b) The Bidder should either be the owner and operator of the Power Station from where electricity shall be supplied or a Trading Licensee or a DISCOM/state government entity ”	This will ensure wider participation and better price realization in the e-reverse auction	As per Bid documents which are approved by Hon’ble GERC.
15.	RFQ	2.2.2 (A) Technical Capacity For demonstrating technical capacity and experience (the “Technical Capacity”), the Bidder shall own and operate power generating station(s) having an installed capacity equivalent to at least twice the capacity for which the Bidder is willing to Bid.		It may be revised as below: For demonstrating technical capacity and experience (the “Technical Capacity”), the Bidder shall own and operate power generating station(s) having an installed capacity equivalent to at least twice the capacity for which the Bidder is willing to Bid.	This would ensure higher participation and hence better tariff realization for Utility. This would restrict potential generators whose capacity is untied and available at most competitive price. There are few competitive merchant plants having installed capacity twice the requisition in each state.	As per Bid documents which are approved by Hon’ble GERC.

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				This criterion may be waived off for DISCOM/State government entities.		
16.	RFQ	<p>2.2.2 (B) Financial Capacity</p> <p>The Bidder shall have a minimum Net Worth (the “Financial Capacity”) equivalent to Rs. 1 crore (Rs. one crore) per MW of the capacity the Bidder is willing to Bid, at the close of the preceding financial year. Bidders shall not be allowed to increase their capacity at e- Reverse Auction Stage or L1 Matching round greater than for which Financial Capacity has been demonstrated. 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.</p>	<p>It is requested to revise the Financial Capacity to be established by prospective bidders to the minimum Net Worth (the “Financial Capacity”) equivalent to Rs. 25 lakhs (Rs. Twenty-Five Lakh) per MW of the capacity the Bidder is willing to Bid, at the close of the preceding Financial year.</p> <p>Please clarify, that Financial Capacity requirement is not mandatory for State Government or any State controlled entity (DISCOM) which wants to supply power to Utility</p>		<p>State Governments or any department of State Government will not have any net worth and hence this condition shall be waived off for them or the same may be fulfilled through Trading Licensee.</p>	<p>As per Bid documents which are approved by Hon’ble GERC.</p>

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			It may be clarified how Financial Capacity requirement fulfilled in case of Greenshoe			It is clarified that Bidders has to provide financial capacity for additional capacity to be offered under Greenshoe option.
17.	RFQ	<p>2.12.2 (iv) copies of Bidder"s and Developer"s (in case of Trading Licensee) duly audited balance sheet and profit and loss account for the preceding three years;</p> <p>2.12.2 Documents required to be uploaded as per this RFQ shall contain: (vi) a copy of Fuel Supply Agreement or equivalent arrangement for the Power Station;</p>	<p>It is requested to clarify, in case of a newly set up Trading Licensee, it is not possible to have duly audited balance sheet and profit and loss account for the preceding three years; In that please suggest the modality to fulfill the requirement?.</p> <p>Since no specific fuel source is mandated, Bidders/Developers may arrange e-auction coal/market coal for supply of power under this tender. Hence FSA or equivalent arrangement may not be possible to submit. Therefore, Bidders should be allowed to submit an undertaking in this regard.</p>	<p>2.12.2 Documents required to be uploaded as per this RFQ shall contain: (vi) a copy of Fuel Supply Agreement or equivalent arrangement for the Power Station or submit an undertaking;</p>	<p>As tariff to be quoted is on Lumpsum basis, criteria for assured supply of fuel may be waived off or eligibility may be considered upon submission of an undertaking by bidder who are not having LOA / FSA / assured supply.</p>	<p>As per Bid documents which are approved by Hon'ble GERC</p> <p>We allow an undertaking as per attached Annexure-A under the equivalent arrangement as per clause 2.12.2 of RFQ.</p>

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			Submission of FSA may be deleted or modified. Kindly clarify.			
18.	RFQ	<p>2.18.1</p> <p>(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 1.2.1 and Bid Security as specified in Clause 1.2.6;</p>	<p>It is requested to clarify the following:</p> <ul style="list-style-type: none"> i. It is requested to provide the bank account details of the Utility. ii. Since the payment is to be made online as per the account details provided by MPSEZ, kindly clarify whether the UTR No of the transaction will suffice the requirement? Or please guide us the modality to get the attested copy of the system generated receipt or receipt of the Utility. iii. Kindly provide the bank account details of PFCCL for 			<ul style="list-style-type: none"> i. Bank Details of Utility is enclosed ii. UTR No. with bank payment advice should be provided. iii. Bank account detail of PFCCL is enclosed. You may approach PFCCL for e-Bidding fees and its receipt or acknowledgement.

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			making payment of e-Bidding fees? And guide us the procedure to get the attested copy from PFFCL quickly before submission of the Bid.			
19.	RFQ APEE NDIX 1 ANNE XURE 2	Certificate from Statutory Auditor	It is requested to kindly provide the format of the statutory auditor's certificate, in case the project company itself participates in the Bid which is a SPV.			It is clarified that format for Statutory auditor's certificate is provide in ANNEX-II of bid document
20.	RFQ	APPENDIX II Power of Attorney for signing of Application and Bid (Pg. no 40) C onnection with or incidental to submission of our application for pre-qualification and submission of our bid for the ***** Project proposed or being developed by the ***** (the "Utility") including	Please clarify what needs to be mentioned in place of "*****".			

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21.	RFP Clause 1.1.3	A Bidder is required to deposit, along with its Bid, a bid security of Rs. 5 lakh (Rupees five lakh) per MW of capacity offered by the Bidder (the "Bid Security"), refundable not later than 60 (sixty) days from the Bid Due Date, except in the case of the Selected Bidder whose Bid Security shall be retained till it has provided a Performance Security under the APP. The Bidders will have an option to provide Bid Security in the form of a demand draft or a bank guarantee acceptable to the Utility or may be deposited online through NEFT/IMPS/RTGS payment. The demand draft shall be kept valid for a period not less than 180 (one hundred and eighty) days from the Bid Due Date, by submitting another demand draft before expiry of the existing	We request MPSEZ utilities Limited to waive off the Bid Security to be submitted and accept bid security declaration by the bidder. As per market practise bid security declaration has been accepted by various state utilities which have floated the Medium Term Procurement of power tender.			As per Bid documents which are approved by Hon'ble GERC.

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		demand draft and may be further extended as may be mutually agreed between the Utility and the Bidder from time to time. In case a bank guarantee is provided, its validity period shall not be less than 180 (one hundred and eighty) days from the Bid Due Date, inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the Utility and the Bidder from time to time. The Bid shall be summarily rejected if it is not accompanied by the Bid Security				
22.	RFP	1.1.5 Bids are invited for the Project on the basis of a tariff to be offered by a Bidder for and in respect of the Project. For the purposes of evaluation hereunder, the Base Fixed	The obligation to book for MTOA is with Bidder/ Supplier. The Supplier has to book entire capacity under MTOA. It is requested MPSEZ to clarify/ provide the following details			Response to the queries is as below: i. Please refer Article 12.6 of the APP. Please refer Article 5.11 of the APP.

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		Charge and Base Variable Charge shall constitute the tariff for the Power Station (the “ Tariff ”). for Lump sum Tariff, generating cost of electricity, the transmission charges and the transmission losses, shall form part of the Base Variable Charge. The Base Fixed Charge and the Base Variable Charge shall each be at least 35% of the Tariff. The contract period shall be pre-determined and specified in the Bidding Documents.	<p>i. As Transmission Charge is part of Variable Charge and in case off-take by the Utility is less than 100%, entire transmission charge (to be paid to CTU) would not be recovered in Tariff. In this case whether MPSEZ will compensate the Supplier for such transmission expenses to the extent of availability declared but not off taken by Utility.</p> <p>Also, as per the CERC Sharing Regulations 2020, the PoC charges bill will be raised on the Utility (i.e.MPSEZ) directly by CTU. Kindly clarify the modality of adjustment /reimbursement of transmission charges as under CERC POC mechanism, while Bidder</p>			

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		<p>Clause 1.1.5 (Pg. 45)</p> <p>.....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.</p> <p>.....</p>	has quoted the same as a part of tariff.	<p>.....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) 0.5 paise or multiples thereof and to increase/maintain the quantum quoted by them at e-Tender stage by 1 MW or multiples thereof.</p>	<p>During the e-reverse auction, if the Bidder decreases the Base Variable Charge by 1 paise then the impact on total tariff will be 2 paise in DEEP Portal. Kindly clarify as this is deviation available in the DEEP Portal?</p> <p>Kindly allow to decrease the Base Variable Charge by 0.5 paise.</p> <p>Clause no 1.1.5 is getting repeated and further clause number is missing. So please align the numbering of clause as per the SBD.</p>	As per Bid documents which are approved by Hon'ble GERC.
23.	RFP	1.1.7 "...In L-1 Matching round, the Qualified Bidders will be displayed and available quantity, they will be required to input the quantity in MW...."	In L-1 matching round, Do Bidders are permitted to increase/decrease the quantum from the earlier offered quantum?			As per Bid documents which are approved by Hon'ble GERC.

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24.	Article 5: Clause No 5.5	The Supplier shall be liable for payment of all charges, due and payable under Applicable Laws, for inter-state and intra-state transmission of electricity from the Point of Grid Connection to the Delivery Point. For the avoidance of doubt, the Parties expressly agree that inter-state and intra-state transmission of electricity shall be undertaken solely at the risk and cost of the Supplier and all liabilities arising out of any failure of inter-state and intra-state transmission shall, subject to the provisions of Clause 11.4.4, be borne by the Supplier. The Parties further agree that the obligation of the Supplier to pay the regulated charges for transmission of electricity shall be restricted to the tariffs and rates applicable on the Bid Date for and in respect of the Contracted Capacity and any differential arising	Kindly clarify whether transmission charges have to be quoted on Normative Availability basis or at 100% availability? Transmission charges shall be a separate component and should be quoted in Rs/MW/month			It is clarified that Transmission Charges have to be quoted based on Normative Availability. Transmission Charges shall be a separate component and to be quoted in Rs./kWh.

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		from revision of the regulated tariffs and rates thereafter shall be payable or recoverable, as the case may be, by the Utility. The Parties also agree that the regulated charges applicable for transmission of electricity referred to hereinabove as on the Bid Date shall be deemed to be Rs. (Rupees) for and in respect of the Contracted Capacity\$, which charges shall at all times be due and payable by the Supplier.				
25.	RFP	APPENDIX 1 I/ We hereby submit the following Bid and offer, as on the Bid Due Date, in accordance with the provisions of the APP and Clause 5.8 of this RFP: 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...\$	It is requested to kindly clarify the following: i. Is there a requirement to submit Bid in hard copy since, the e-Bid is submitted through Portal? Request you to kindly provide/include the necessary provisions to enter Tax components separately in the bid.			Response to the queries is as below: i. Yes, bidders shall send the hard copy of the documents accompanying the bid shall be submitted in original as mentioned in clause 2.10 of the RFP. There is no provision to enter Tax component separately.

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		<p>(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 a Base Fixed Charge of Rs.....and paise.....\$ (Rupeesand paise) per kWh which is equal to the cost of generation.</p> <p>Appendix I S.No. 30 I/ We hereby submit the following Bid and offer, as on the Bid Due Date, in accordance with the provisions of the APP and Clause 4.8 of this RFP...</p>		This may be deleted	<p>Since Price bid is submitted online through DEEP Portal, and the same is also submitted in hard copies to the Utility, the price bid shall be available to the Utility even before opening of the price bid as per bid schedule.</p>	As per Bid documents which are approved by Hon'ble GERC.

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26.	RFP	Appendix I S.No. 30 I/ We hereby submit the following Bid and offer, as on the Bid Due Date, in accordance with the provisions of the APP and Clause 4.8 of this RFP...	Pre-specify the transmission charges in Rs. /Unit (ISTS network) and Transmission losses in (%) to be quoted by Bidder while submitting the bid online on DEEP Portal.	Note: The cost of transmission charge (in Rs. /unit) shall be specified by the Utility before Bid Due Date based on the prevailing NLDC notified charges. Further, transmission loss (in %) shall be specified by Utility based on prevailing NLDC notified losses before Bid Due Date and Bidders shall be required to quote the cost of transmission loss (in Rs. /unit) considering the same.	This will ensure parity and clarity to the bidders and ensure no fault with regard to these regulated charges which are billed at actuals. Bidders shall be required to quote the same while submitting the bid.	It is clarified that transmission charges and losses shall be provided by utility before bid due date to all prospective bidders.
27.	RFP	Appendix-III Power of Attorney for signing of Bid. Power of Attorney for signing of Bid (Refer Clause 2.1.9) (Pg no 70)	Please clarify what needs to be mentioned in place of "*****".	This may be deleted	As per Appendix-II of RFQ Bidder has already submitted Power of Attorney for signing of Application and Bid, hence bidders shall not be asked to submit another Power of Attorney	As per Bid documents which are approved by Hon'ble GERC. It shall be read as: necessary or required in connection with or incidental to submission of our

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	 necessary or required in connection with or incidental to submission of our Bid for the ***** Project proposed or being developed by the ***** (the “UTILITY”) including but not limited to signing and submission of all applications,				Bid for the MUL Medium Term Tender for 300MW and additional 300MW under Greenshoe option Project proposed or being developed by the MPSEZ Utilities Limited (the “UTILITY”) including but not limited to signing and submission of all applications
28.	APP	1.3 Measurements and arithmetic conventions. All measurements and calculations shall be in the metric system and calculations done to 2 (two) decimal places, with the third digit of 5 (five) or above being rounded up and below 5 (five) being rounded down.	Since the effect of RLDC and SLDC operating charges have significant figures from third decimal places, bidders shall be allowed to quote up to third decimal place.			As per Bid documents which are approved by Hon’ble GERC.
29.	APP	3.1.1 (Pg no 9)[Provided further that the Utility shall arrange for the extension of the Fuel Supply Agreement commensurate to the period of extension of this Agreement to ensure continuous coal supply.]7	The said provision should be removed.			It is clarified that content mentioned below of Article 3.1.1 of the APP shall be deleted: “Provided further that the Utility shall arrange for the extension of the Fuel Supply Agreement commensurate to the period of

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						extension of this Agreement to ensure continuous coal supply”
30.	APP	3.1.2 (Pg No 9 -10) (e)perform and fulfil all of the Supplier"s obligations under and in accordance with this Agreement; (g) Omitted.	Bullet (f) is missing.			It is clarified that Article 3.1.2(f) shall be incorporated as under: (f) Omitted
31.	APP	3.2 Omitted	Please clarify why Extension of Contract period is omitted as this has commercial implications on supplier	Add the clause as per Standard Bidding Document	Not as per SBD. May kindly share if any approval given by GERC with justification on omission of this clause.	As per Bid documents which are approved by Hon’ble GERC.
32.	APP	5.1.5 (a) make, or cause to be made, necessary applications to the relevant Government Instrumentalities with such particulars as may be required for obtaining Applicable Permits, and obtain and keep in force and effect such Applicable Permits in conformity with Applicable Laws; Non-grant	It is requested to kindly clarify the type of open access, it appears that there is a typo error. Also, It is requested to kindly consider that the Non-grant of short/medium term open access may be treated as an Event Force Majeure without any liability on either side.			The word “Long Term” shall be read as “Medium term”. Force Majeure shall be governed by bid documents which are approved by Hon’ble GERC.

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		of long term open access shall be mutually decided by the Utility and Supplier;				
33.	APP	5.5 Obligations relating to transmission charges For avoidance of doubt, it is clarified that all intra-state transmission charges of the State where project is located shall be borne by the Supplier throughout the contract period.	What will be the treatment if a project is STU connected in Gujarat and STU connected in any other state? Please clarify.			As per Article 5.5 of the APP.
34.	APP	5.6 Obligations relating to transmission losses 5.6.1 For avoidance of doubt, it is clarified that all intra-state transmission losses of the State where project is located shall be borne by the Supplier throughout the contract period	What will be the treatment if a project is STU connected in Gujarat and STU connected in any other state? Please clarify.			As per Article 5.6 of the APP.
35.	5.5 & 5.6 (APP)	Obligations relating to transmission charges and Obligations relating to transmission losses	The delivery point mentioned under clause 1.1.1 is Periphery of MPSEZ Utilities Limited i.e. 220KV Switchyard (FGD) connected with APL Busbar. It is understood that STU charge and STU losses of			STU charges and losses will depend on the source from which power will be supplied.

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			GETCO shall also be part of base variable charges. It is requested to clarify the same.			
36.	APP	5.7 Obligations relating to SLDC and RLDC charges	Please clarify the procurer side SOC/MOC charges billed on procurer shall be accounted to whom			It is clarified that all the charges shall have to be borne by Supplier.
37.	APP	5.9 Obligation relating to taxes	Please clarify the clause has been modified whereby taxes as defined in SBD i.e., in the scope of Utility has been removed.	The Supplier shall pay, at all times during the subsistence of this Agreement, all taxes, levies, duties, cesses and all other statutory charges payable in respect of the Power Station. For avoidance of doubt, it is clarified that the Tariff quoted should be inclusive of all Taxes, Duties, Cesses etc. as applicable on Bid Due Date and any variation in the same after the Bid Due Date shall be subject to adjustment, in accordance with the provision of Change in Law. Provided, however, that all	As per SBD	As per Bid documents which are approved by Hon'ble GERC.

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				payments made by the Supplier with respect to service tax, value added tax, general sales tax or electricity duty, if any, levied on or in respect of the supply of electricity to the Utility under this Agreement shall be reimbursed by the Utility upon receipt of particulars thereof.		
38.	APP	5.11 Obligation relating to Open Access	Please clarify how any delay in issuance of NOC or non-issuance of NOC towards application made to Gujarat SLDC shall be dealt with. Non-grant of NOC due to reasons not attributable to supplier shall be considered force majeure.	"The Supplier (incl. Trading Licensee, in case of a Trader) shall be responsible for timely making application for Short Term Open Access / Medium Term open Access and Utility shall make all endeavors in getting approvals and any delay shall be mutually decided.	SLDC/RLDC are regulated entities which may reject/delay in issuing NOC. Though bidder can ensure such approvals for those states in which they are connected however for drawal of power in Gujarat buyer should be responsible for getting the NOC.	It is clarified that Force Majeure clause shall be governed as per Bid documents which are approved by Hon'ble GERC.
39.	APP	5.12 Impact of additional expenditure due towards compliance to revised Environmental norms	All change in law after bid having financial impact on supply of power shall be covered under change in law	Please delete this clause.	Supplier is unable to access any future risk at the time of bidding. Also, this clause is not as per Standard Bidding Documents, issued by Ministry of Power, GOI. Please clarify.	As per Bid documents which are approved by Hon'ble GERC.

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40.	APP	6.1.2 (a) upon written request from the Supplier, and subject to the Supplier complying with Applicable Laws, provide reasonable support and assistance to the Supplier in procuring the Applicable Permits required from any Government Instrumentality for operation of the Project; Non- grant of long term open access shall be mutually decided by the Utility and Supplier;	It is requested to kindly clarify the type of open access, it appears that there is a typo error. Also, It is requested to kindly consider that the Non-grant of short/medium term open access may be treated as an Event Force Majeure without any liability on either side.			The word “Long Term” shall be read as “Medium term”. Force Majeure shall be governed by bid documents which are approved by Hon’ble GERC.
41.	APP	ARTICLE 9 PERFORMANCE SECURITY	Please provide the rate at which Performance Security to be calculated. Generally, it is Rs 10 Lakh per MW.			Performance Security Amount shall be Rs. 15 Lakh per MW.
42.	APP	7.1 (n) <i>“[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</i>	The clause 2.12.2 (vi) of RFQ and clause 7.1 (n) of APP are contrary. It is requested to issue suitable clarification. Further, Part B(iii) of the SHAKTI Policy issued by Ministry of Coal provides			It is clarified that Article 7.1(n) of the APP shall be read as: (n) Omitted We will issue the required certificate for any submission to the authority or statutory compliance

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		<i>supply of Fuel required for meeting obligations under this Agreement if Supplier is a Trading Licensee];”</i>	<p>for grant of future coal linkages on auction basis for power producers / IPPs without PPA; second round of which was conducted on 24.05.2022. Many generation stations have participated in Round 2 of Shakti (iii) and secured coal that can be utilised towards the supply of power under medium term to Discoms.</p> <p>In view of the above, it is requested to suitably include below clause:</p> <p><u>Utility will provide necessary certificate(s) and any support required under standard terms and conditions for signing of FSA against the coal linkage granted or allocated through auction by Governmental Instrumentality as per provisions of Applicable Laws”</u></p>			
43.	APP	9.3 Release of Performance Security	We understand that Performance Security shall be returned after six	Please clarify	Please clarify	As per Bid documents which are approved by Hon’ble GERC.

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			months from appointed date after giving effect to clause 9.4.			
44.	APP	<p>10.1 Contracted Capacity</p> <p>Pursuant to the provisions of this Agreement, the Supplier shall dedicate a generating capacity of _____MW to the Utility.</p> <p>Pursuant to the provisions of this Agreement, the Supplier shall dedicate a generating capacity of *****MW to the Utility. However, Utility has the right to reduce the contracted capacity based on its demand with prior written notice not later than 30 days prior to commencement of every Accounting Year. The said reduced capacity shall become the contracted</p>	<p>Kindly clarify, whether the contracted capacity is,</p> <p>a) The generating capacity, in that case the effective quantum available at Delivery Point will be lesser than the Contracted Capacity after accounting for Auxiliary Power Consumption. For Example, Gen Capacity=Contract ed Capacity=100 MW,APC is 10%, then effective quantum available for applying MTOA/at Delivery point is only 90 MW.</p> <p>Or Capacity at the Delivery Point? (As per clause 1.1.1 Of the RFQ the capacity required is 1000 MW at the Delivery Point).</p>			<p>The Capacity offered at Delivery Point shall be the contracted capacity, subject to revision in the contracted capacity as per Article 10.1 of the APP.</p> <p>It is clarified that Contracted Capacity will be upto 300MW and additional upto 300MW under Greenshoe option, if exercised.</p>

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		capacity for the said Accounting Year for all the purposes hereunder (the "Contracted Capacity") and the Contracted Capacity shall at all times be operated and utilised in accordance with the provisions of this Agreement. Further the Parties agree that the Utility may also seek additional Contracted Capacity during any Accounting Year by giving a 30 days prior written notice to the Seller.	Kindly define the range of reduced Contracted Capacity and additional Contracted Capacity so that Bidders can plan and bid accordingly.			
45.	APP	10.2.1 In the event that the Utility does not require the supply of the whole or part of the Contracted Capacity for a continuous period of 24 (twenty four) hours or more, it may, by a notice of at least 72 (seventy two) hours prior to such period, specify the reduction in dispatch of the Contracted Capacity and for such reduction in supply, it shall be entitled to a rebate equal to 25% (twenty five	We understand that once the utility takes the rebate after prior notice of 72 hrs, supplier shall be free to sale that contracted capacity to any third party without giving any further waiver in fixed charge		As fixed charges are payable for availability of Contracted Capacity, Utility shall be liable to pay fixed charges even for cases when it is not scheduling any power (if plant is available). Further, Utility shall be liable to pay for transmission open access charges even if energy is not scheduled Fixed charge is commitment charge against the capacity allocated to the utility. In	As per Bid documents which are approved by Hon'ble GERC.

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		percent) of the Fixed Charge payable for Availability thereof and the waived Fixed Charge under Clause 10.2.2.			case utility will take rebate on FC then Supplier has right to recover its fixed charge by selling the unutilised capacity to third buyer.	
46.	APP	10.2.2 For the avoidance of doubt, the Parties agree that supply of electricity to a nominee of the Utility shall be subject to provisions of adequate payment security either by the nominee or by the Utility		Supply to nominee shall be subject to availability of transmission open access. Further, the nominee shall bear any additional transmission charges and any other relevant charges.		As per Bid documents which are approved by Hon'ble GERC.
47.	APP	10.2.2 In the event that any part of the Contracted Capacity, which is not utilised by the Utility or its nominees.....	Kindly inform for what period Utility may ask Supplier for supplying power to its nominee. Can it for entire contract period?			As per Bid documents which are approved by Hon'ble GERC.
48.	APP	10.2.2 In the event that any part of the Contracted Capacity, which is not utilised by the Utility or its nominees, and is, therefore, utilised for production of electricity and sale thereof to any Buyer, the Fixed Charge due and payable for and in respect of such Contracted		May be revised as below: "In the event that any part of the Contracted Capacity, which is not utilised by the Procurer or its nominees, and is, therefore, utilised for production of electricity and sale thereof to any Buyer,		As per Bid documents which are approved by Hon'ble GERC.

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		Capacity shall deemed to be waived and accordingly, no Fixed Charge shall be due or payable by the Utility in respect thereof		<i>any revenue earned over and above the Tariff shall be shared in ratio of 50:50 between Procurer and Supplier. Provided that obligation of Procurer to pay for the Fixed Charges for this quantum shall remain. the Fixed Charge due and payable for and in respect of such Contracted Capacity shall deemed to be waived and accordingly, no Fixed Charge shall be due or payable by the Procurer in respect thereof;</i>		
49.	APP	11.4.3 Pursuant to the provisions of Clause 11.4.4, the Supplier shall not, for and in respect of any day, be entitled to receive payment of Fixed Charge for Availability exceeding 85% (eighty five per cent) thereof <u>[during Peak</u>	May please be corrected.	11.4.3 Pursuant to the provisions of Clause 11.4.4, the Supplier shall not, for and in respect of any day, be entitled to receive payment of Fixed Charge for Availability exceeding 85% (eighty		It is clarified that the word “during Peak Hours” shall be deleted.

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		Hours] , and in the event it supplies electricity to the Utility in excess of such 85% (eighty five per cent), such excess supply shall be eligible only for payment of Variable Charge, save and except the payment of Incentive due under the provisions of Clause 11.4.2.		five per cent) thereof [during Peak Hours] , and in the event it supplies electricity to the Utility in excess of such 85% (eighty five per cent), such excess supply shall be eligible only for payment of Variable Charge, save and except the payment of Incentive due under the provisions of Clause 11.4.2.		
50.	APP	11.4.4 In the event that any shortfall in supply of electricity to the Utility occurs on account of deficiency in transmission between the Point of Grid Connection and Delivery Point, Availability shall be deemed to be reduced in accordance with the provisions of Clause 11.5.2 and the non-Availability arising as a consequence thereof shall, for the purposes of payment of Fixed Charge, be deemed to		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 not be deemed to be reduced in accordance with the provisions of Clause 11.5.2	Transmission constraint to be treated as FM and shall be considered for 100% deemed availability for such Transmission Constraint	As per Bid documents which are approved by Hon'ble GERC.

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		be Availability to the extent of 50% (fifty per cent) of the non-Availability hereunder.				
51.	APP	11.4.5 In the event that any shortfall in supply of electricity to the Utility occurs on account of shortage of Fuel, Availability shall be deemed to be reduced in accordance with the provisions of Clause 11.5.3.	Please clarify how non-availability arising out of this shall be treated. Clause modified with respect to SBD	In the event that any shortfall in supply of electricity to the Utility occurs on account of shortage of Fuel, Availability shall be deemed to be reduced in accordance with the provisions of Clause 11.5.3. Provided, however, that the non-Availability arising as a consequence of shortage of Fuel caused by any event of Force Majeure shall, for the purpose of payment of Fixed Charge, be deemed to be availability to the extent of 30% (thirty per cent) of the non-Availability hereunder.	As per SBD	As per Bid documents which are approved by Hon'ble GERC.
52.	APP	11.5.2 <i>"In the event that any shortfall in supply of electricity to the Utility occurs on account of any deficiency in transmission</i>	As any shortfall in supply of electricity to the Utility occurring on account of any deficiency in transmission between the Point of Grid			As per Bid documents which are approved by Hon'ble GERC.

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		<i>between the Point of Grid Connection and Delivery Point, the Availability shall be deemed to be reduced to the extent of reduction in transmission of electricity, and the reduction referred to hereinabove shall be deemed as Non-Availability on account of deficiency in transmission. For the avoidance of doubt and by way of illustration, the Parties agree that if such deficiency in transmission is equal to 20% (twenty per cent) of the Contracted Capacity, the Availability shall be deemed to be 80% (eighty per cent) and the Non-Availability hereunder shall be notified by the [Supplier if Supplier is NOT a Trading Licensee, or Developer through the Supplier if Supplier is a Trading Licensee] to the Utility forthwith."</i>	<p>Connection and Delivery Point is not in the control of the Supplier, the Supplier should not be penalised for the same.</p> <p>It may be confirmed that such deemed Non-Availability on account of deficiency in transmission shall not be considered towards computation of availability shortfall</p>			
53.	APP	11.6.2 In the event that Availability... any reduction below the Normative	We understand that no GST is applicable on the damages. Please clarify		As damages are part of tariff which is inclusive of all taxes. Hence the same is not analogous to LD and	As per Bid documents and it shall be governed by applicable Law.

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		<p>Availability shall be multiplied by a factor of 0.25 (zero point two five) to determine the Damages payable for such reduction in Availability...</p> <p>11.6.2 In the event that Availability in any month is less than the Normative Availability, the Fixed Charge for such month shall be reduced to the extent of shortfall in Normative Availability and in addition, any reduction below the Normative Availability shall be multiplied by a factor of 0.25 (zero point two five) to determine the Damages payable for such reduction in Availability.</p>	As per the standard industry practice and FOO guidelines, the Damages shall be payable if Availability is less than 80% and not Normative Availability		thus not subjected to any taxes.	As per Bid documents which are approved by Hon'ble GERC.
54.	APP	<p>11.6.3</p> <p>The Parties expressly agree that within 30 (thirty) days of the close of every Accounting Year, the cumulative monthly Availability for such year</p>	Annual reconciliation of Fixed Charges should also be there along with reconciliation of Incentives and Damages.	<p>11.6.3</p> <p>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</p>		As per Bid documents which are approved by Hon'ble GERC.

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		shall be determined and the Incentive or Damages, as the case may be, shall be computed with reference to the Normative Availability for that year. The amount so arrived at shall be adjusted against the Incentives or Damages determined for the respective months of the year and the balance remaining shall be adjusted in the following Monthly Invoice.		determined and the Fixed Charges , Incentive or Damages, as the case may be, shall be computed with reference to the Normative Availability for that year. The amount so arrived at shall be adjusted against the Fixed Charges , Incentives or Damages determined for the respective months of the year and the balance remaining shall be adjusted in the following Monthly Invoice.		
55.	APP	11.8 Taxes and duties 11.8.2 The Tariff and Incentives payable by the Utility under this Article 11 shall be inclusive of Service Tax, Electricity Duty, Value Added Tax or General Sales Tax, Custom Duty on Fuel or any replacement thereof, if applicable, and any Service Tax, Electricity Duty, Value	It is requested to include the Goods and Services Tax (GST) in the definition. It is requested to kindly modify the clause as follows: The Tariff and Incentives payable by the Utility under this Article 11 shall be inclusive of Service Tax, Electricity Duty, Value			As per Bid documents which are approved by Hon'ble GERC.

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		Added Tax or General Sales Tax and Custom Duty on fuel thereon shall be paid by the Supplier.	Added Tax or General Sales Tax, Custom Duty on Fuel or any replacement thereof, if applicable, and any Service Tax, Electricity Duty, Value Added Tax or General Sales Tax and Custom Duty on fuel thereon shall be paid by the Supplier <u>as on the Bid Due Date.</u>			
56.	APP	11.9.3 The Utility shall, within 30 (thirty) days of receipt of a Monthly Invoice in accordance with Clause 11.9.1 (the "Payment Due Date"), make payment.....		It may be revised as below: The Utility shall, within 30 (thirty) days of receipt of a Monthly Invoice, <i>through e-mail/fax</i> , in accordance with Clause 11.9.1 (the "Payment Due Date"), make payment.....		It is clarified that Invoice can be raised through email however it is to be ensured that original invoice shall be submitted to the Utility within 3 working days from date of invoice raised (via email). In case of non-receipt of original invoice as per above, the date of receipt of Invoice shall stand revised to the date of receipt of original invoice by Utility.
57.	APP	11.11 Discount for early Payment "The Parties expressly agree that in the event the Utility pays the Tariff within 5 (five) days of the date of submission of the invoice thereof, it shall be entitled to deduct 1% (one per cent) of the amount comprising the Tariff by way of	Please clarify whether the Due Date of payment to be considered excluding or including date of receipt of bill	"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 (including the date of submission of invoice) , it shall be entitled to deduct 1% (one per	1.2 Interpretation Clause(n): "any reference to any period commencing "from" a specified day or date and "till" or "until" a specified day or date shall include both such days or dates; provided that if the last day of any period computed under this Agreement is not a business	It is clarified that date of submission of invoice shall be considered as first day for counting the number of days for discount for early payment.

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		discount for early payment."		cent) of the amount comprising the Tariff by way of discount for early payment."	day, then the period shall run until the end of the next business day;" So it is Including.	
58.	APP	13.2.1 " The Utility shall, no later than 30 (thirty) days prior to the likely date of the Appointed Date, provide to the Supplier, an unconditional, revolving and irrevocable letter of credit for an amount equivalent to the Minimum Monthly Payment (the "Letter of Credit") ..."		"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 or letter of Assurance from Reserve Bank of India (RBI) or as the case may be for an amount equivalent to the Maximum Monthly Payment -----"	Payment security is of prime concern for the suppliers. Hence, LC shall be at least equal to Maximum Monthly Payment	As per Bid documents which are approved by Hon'ble GERC.
59.	APP	13.2.3 "In the event of Utility's failure to pay the Monthly Invoice before the 27th (twenty seventh) day of the month in which the relevant Payment Due Date occurs, the Supplier may, in its discretion, invoke the Letter of Credit for recovery of the amount due....."		May be revised as below: "In the event of Procurer's failure to pay the Monthly Invoice within before the 27th (twenty seventh) day of the month in which the relevant Payment Due Date occurs, the Supplier may, in its	Payment security is of utmost importance for Suppliers. Utility has the obligation to make payment by the Due Date. Hence, Supplier shall be entitled to invoke the payment security in case Procurer does not make payments by due date.	As per Bid documents which are approved by Hon'ble GERC.

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				discretion, invoke the Letter of Credit for recovery of the amount due....."		
60.	APP	14.1 Despatch of Contracted Capacity	<p>Any downward revision in the despatch of the contracted capacity and high ramp rates has adverse on the station heat rate of the power station. In this context, it is requested that a mechanism may be provided for compensation to be offered against the degraded heat rate.</p> <p>Detailed Operating Procedure [DOP] annexed in the order No. L-1/219/2017-CERC dated 5th May 2017 provides for a Mechanism for Compensation for Degradation of Heat Rate, Aux Compensation and Secondary Fuel Consumption, due to Part Load Operation.</p>			As per Bid documents which are approved by Hon'ble GERC.

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			Such compensation shall be over and above the eligible capacity charges for declared availability in alignment with the relief provided by CERC to all the Inter State Generating Stations.			
61.	APP	14.2 Settlement of UI charges 14.2.2 Subject to the provisions of the Applicable Laws, the Utility shall have the first right to despatch, in the form of UI, any surplus electricity generated from the contracted Capacity, and 90% (ninety per cent) of the revenues accruing from such UI charges, after deducting an amount equal to the Tariff payable for such electricity, shall be paid by the Supplier to the credit of the Utility and the balance remaining may be appropriated by the Supplier.	It is suggested that the same clause may be deleted as the relevant Regulations does not permit the same.			As per Bid documents which are approved by Hon'ble GERC.

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62.	APP	14.4 In the event the Utility Despatches less than 2% (two per cent) of Contracted Capacity at any time and requires ramping up of generation thereafter, it shall allow a period of 4 (four) hours to the Supplier for	For a cold startup, ramp up time of 4 hours is insufficient. May be increased to 16 hours.			As per Bid documents which are approved by Hon'ble GERC.
63.	APP	15.2 Insurance Cover Supplier has to take Insurance Cover including but not limited to the following: (a) Loss, damage or destruction of the Project Assets at replacement value; (b) comprehensive third-party liability insurance including injury to or death of personnel of the Utility or others caused by the Project; (c) the Supplier's general liability arising out of the Procurement Contract; (d) liability to third parties for goods or property damage;	The generator has insured plant, machinery and accessories and has taken cover for Standard Fire and Special Perils Policy and earthquake too. Please clarify if any other insurance policy is required	It is suggested that this clause may be deleted	Please clarify in case any other Insurance is required. In case generator is not able to supply power to Utility, it will pay penalty as per terms of PPA. Hence, this clause is not required	As per Bid documents which are approved by Hon'ble GERC.

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		(e) workmen's compensation insurance; and (f) any other insurance that may be necessary to protect the Supplier and its employees, including all Force Majeure Events that are insurable at commercially reasonable premiums and not otherwise covered in items (a) to (e) above.				
64.	APP	16 Accounts and Audit		Shall be deleted	The Clause is relevant for long term PPAs wherein PPAs are signed for 25 years. For medium term power sale, multiple PPAs may be signed for the plant. Each Procurer may have separate requirements, which for a generator would be difficult to be fulfilled. Hence, this may be deleted	As per Bid documents which are approved by Hon'ble GERC.
65.	APP	17.10 Omitted	Clauses related to relief for Unforeseen Events may please be retained as per MBD. As this is a 5 years duration contract this may please be captured.	17.10 Relief for Unforeseen Events		As per Bid documents which are approved by Hon'ble GERC.

Sl. No.	Name of the Doc.	Clause No and Existing Provision	Queries/ Clarification Received from Bidders	Suggested text for the amendment proposed by Bidders	Rationale for clarification/ Amendment provided by Bidders	MUL Reply / Clarification
66.	APP	<p>19.3.1 Upon Termination on account of a Supplier Default, the Supplier shall pay to the Utility, by way of Termination Payment, an amount equal to the Fixed Charge that would have been due and payable for Normative Availability for a period of 6(Six) months as if the Contracted Capacity was Available for such 6(Six) months from the date of Termination.</p> <p>19.3.2 Upon Termination on account of a Utility Default, the Utility shall pay to the Supplier, by way of Termination Payment, an amount equal to the Fixed Charge that would have</p>	<p>The penalty shall be equal for both buyer and supplier. Hence the utility shall also pay to buyer a fixed charge for six months' availability in case of default.</p>	<p>It may be revised as below: Upon Termination on account of a Supplier Default, the Supplier shall pay to the Procurer, by way of Termination Payment, an amount equal to the Fixed Charge that would have been due and payable for Normative Availability for a period of 6(Six) months 3(Three) Months as if the Contracted Capacity was Available 6(Six) months 2(Two) Months from the date of Termination.</p>	<p>Damages payable by Procurer and Supplier shall be equal.</p>	<p>As per Bid documents which are approved by Hon'ble GERC.</p>

Sl. No.	Name of the Doc.	Clause No and Existing Provision	Queries/ Clarification Received from Bidders	Suggested text for the amendment proposed by Bidders	Rationale for clarification/ Amendment provided by Bidders	MUL Reply / Clarification
		been due and payable for Normative Availability for a period of [3 (three) months] as if the Contracted Capacity was Available for such [3 (three) months] from the date of Termination.				
67.	APP	ARTICLE 23 DISPUTE RESOLUTION	Article 23 Dispute resolution may be retained as per MBD being the standard procedure of dispute resolution			As per Bid documents which are approved by Hon'ble GERC.
68.	APP	ARTICLE 25 25.4 Delayed payments The Parties hereto agree that payments due from one Party to the other Party under the provisions of this Agreement shall be made within the period set forth therein, and if no such period is specified, within 30 (thirty) days of receiving a demand along with the necessary particulars. Unless otherwise specified in this Agreement, in the event of delay beyond such period, the defaulting Party shall pay interest for the period of delay calculated	As per the standard industry practice Delayed payment surcharge rate shall be linked to the SBI Prime Lending Rate rather than Bank Rate as per section 49 of the Reserve Bank of India Act, 1934 to avoid confusion.			As per Bid documents which are approved by Hon'ble GERC. Refer definition of Bank Rate.

Sl. No.	Name of the Doc.	Clause No and Existing Provision	Queries/ Clarification Received from Bidders	Suggested text for the amendment proposed by Bidders	Rationale for clarification/ Amendment provided by Bidders	MUL Reply / Clarification
		at a rate equal to 5% (five per cent) above the Bank Rate,				
69.	Annex -I (Schedule-A of APP)	<i>“Ramp Rates: All Units of the Power Station shall be capable of increasing or decreasing their output (generation level) by not less than 3% (three per cent) per minute. Such capability shall at all times be demonstrated during the Unit load of 50% (fifty per cent) or more.”</i>	It is requested to modify the ramp rate capability of increasing and decreasing generation level as 1% (three per cent) per minute as per Indian Electricity Grid Code Regulations.	Annex-I (Schedule-A of APP)		As per Bid documents which are approved by Hon’ble GERC.
70.	APP	General	Finance Ministry vide circular dated 29.09.2020 has made mandatorily applicable Tax Collection at Source (TCS) @ 0.075% of sale consideration with effect from 01.10.2020. It is requested to clarify the methodology of claim for this TCS.			As per new Section 194 (Q), TDS provision is applicable w.e.f. 01.07.2021. Utility shall deduct tax at 0.1%. The same would be applicable from time to time as per prevailing norms.
71.	Bidding Document	General	We understand that there are minor deviations in the tender document from Standard Bidding Document. Kindly clarify prior approval is taken from GERC for the deviations	Nil		It is clarified that prior approval has already been taken from Hon’ble GERC for the Bid documents.

Sl. No.	Name of the Doc.	Clause No and Existing Provision	Queries/ Clarification Received from Bidders	Suggested text for the amendment proposed by Bidders	Rationale for clarification/ Amendment provided by Bidders	MUL Reply / Clarification
			taken in the Bid documents particularly APP			
72.	General		Please clarify that if any Genco secure under this bidding process then will he be eligible to draw linkage coal under LoA route FSA or under Shakti Policy of 2017. A clarification from MoP may be provided to the interested bidder from MPSEZ.			The same shall be governed by the extant Govt. Policy and applicable law.

COMMITMENT LETTER FOR FIRM FUEL ARRANGEMENT

(To be submitted on a Judicial Stamp Paper of not less than Rs. 300/-)

To

General Manager

Adani Corporate House, 3rd Floor, South Wing,
Shantigram, S.G. Highway, Ahmedabad – 382 421

Ref: MPSEZ Utilities Private Limited/Medium/Lumpsum Tariff/22-23/ET/74

Sir,

This is in reference to the Tender under reference invited by MPSEZ Utilities Limited. having its office at Adani Corporate House, Shantigram, S.G. Highway, Ahmedabad – 382 421, Gujarat (hereinafter referred to as the **"Utility"** and participation by _____ **"Supplier"** [through _____(name of Trader)], a company incorporated under the provisions of the Companies Act, 1956/2013 and having its registered office at _____ for submission of bids under the aforesaid Tender.

In consideration of the foregoing and the terms & conditions set forth in the Bidding Documents (RFQ, RFP & APP) released by Utility, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, we, _____ **(Supplier)** [through _____ (name of Trader)] agree, note, declare, submit and confirm that we shall, at all times during the Contract Period, undertake sole and absolute responsibility for arranging assured supply of Fuel required for meeting obligations towards supply of power under the contract.

We acknowledge and agree that any implication / cost / consequence / risk arising out of non-availability / shortage/ non-compliance of fuel related conditions shall be solely on our account [Supplier / Trader].

For----- [Name of Supplier]

-----[Signature, name, designation & address of Authorized Signatory]

Witnesses:

1.

2.

Affixation of Common Seal

(Notarized)



RTGS/National Electronic Fund Transfer Mandate Form

(Mandate for receiving payments through RTGS/NEFT form)

1	Name & Address of the Beneficiary	MPSEZ Utilities Limited Adani Corporate House, Shantigram, Near Vaishno Devi Circle, S. G Highway, Khodiyar, Ahmedabad 382421 Gujarat India
2	Contact No	079 – 25555801, Fax :079 25556490
3	Account Number of Beneficiary	003010200060525
4	Account Type	Current Account
5	Name & Address of the Bank Branch (Where Payments are to be by DKC)	"Trishul", Opp :Samartheshwar Temple, Nr. Law Garden, Ellisbridge, Ahmedabad 380006
6	Branch Name	Ahmedabad Main Branch
7	The 9 Digit MICR Code of the Branch (as appearing on the MICR Cheque)	380211002
8	IFSC Code of the Bank Branch for RTGS/NEFT mode	UTIB0000003

Bank Certificate

We certify that **MPSEZ Utilities Limited** has an account no **003010200060525** with us
and we confirm that the details given above are correct as per our records.

Date : 09/07/2020

Place : Ahmedabad



Authorised Official of Bank

MPSEZ Utilities.Ltd.
Adani Corporate House,
Shantigram,
Near Vaishno Devi Circle
S. G. Highway Khodiyar
Ahmedabad. 382421
Gujarat, India

Fixed :91-(79)-2555 5801
Fax : 91-(79)-2555 6490
E-mail : info@adani.com
Website : www.adani.com

CIN: U45209GJ2007PTC051323

Registered Office : Adani Corporate House, Shantigram, Near Vaishno Devi Circle, S G Highway, Khodiyar, Ahmedabad
382421, Gujarat, India



(Amended)

Government of India
Form GST REG-06
[See Rule 10(1)]

Registration Certificate

Registration Number :24AAFCM1901Q1ZE

1.	Legal Name	MPSEZ UTILITIES LIMITED			
2.	Trade Name, if any	MPSEZ UTILITIES LIMITED			
3.	Constitution of Business	Public Limited Company			
4.	Address of Principal Place of Business	ADANI HOUSE, ADANI HOUSE, NEAR MITHAKHALI SIX ROADS, NAVRANGPURA, AHMEDABAD, Ahmedabad, Gujarat, 380009			
5.	Date of Liability	01/07/2017			
6.	Date of Validity	From	01/07/2017	To	Not Applicable
7.	Type of Registration	Regular			
8.	Particulars of Approving Authority	Centre Goods and Services Tax Act, 2017			
Signature					
Name		Dharmesh Ghanshyambhai Shah			
Designation		Superintendent			
Jurisdictional Office		GJ008			
9. Date of issue of Certificate		18/08/2020			
Note: The registration certificate is required to be prominently displayed at all places of Business/Office(s) in the State.					

This is a system generated digitally signed Registration Certificate issued based on the approval of application granted on 18/08/2020 by the jurisdictional authority.



Details of Additional Place of Business(s)

GSTIN	24AAFCM1901Q1ZE
Legal Name	MPSEZ UTILITIES LIMITED
Trade Name, if any	MPSEZ UTILITIES LIMITED

Total Number of Additional Places of Business(s) in the State 2

Sr. No.	Address
1	ADANI HOUSE, ADANI HOUSE, NAVINAL ISLAND, MUNDRA, Kachchh, Gujarat, 370421
2	ADANI CORPORATE HOUSE, SHANTIGRAM S.G.HIGHWAY, KHODIYAR, Ahmedabad, Gujarat, 382421

ICICI Bank

New Delhi Branch

9A, Phipps, Connaught Place, NEW DELHI - 110001

RTGS / NEFT / IFS Code : ICIC0000007

RIVILEGE
BANKING

VALID FOR THREE MONTHS ONLY

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Rupees

OR ORDER

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BUSINESS BANKING - NEW CURRENT ACCOUNT

Payable at par at all branches of ICICI Bank Limited in India

05/6/20



AUTHORISED SIGNATORIES

Please sign above

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SESHASAI (D) / CTS - 2010

648944

CMPB 15 12COST DELHI



Government of India
Form GST REG-06
[See Rule 10(1)]

Registration Certificate

Registration Number : 07AAECP6182F1ZC

1.	Legal Name	PFC CONSULTING LIMITED			
2.	Trade Name, if any	PFC CONSULTING LIMITED			
3.	Constitution of Business	Public Sector Undertaking			
4.	Address of Principal Place of Business	IST, URJANIDHI, BARAKHAMBHA LANE, CONNAUGHT PLACE, Central Delhi, Delhi, 110001			
5.	Date of Liability	01/07/2017			
6.	Period of Validity	From	01/07/2017	To	NA
7.	Type of Registration	Regular			
8.	Particulars of Approving Authority				
Signature					
Name					
Designation					
Jurisdictional Office					
9. Date of issue of Certificate		17/07/2018			
Note: The registration certificate is required to be prominently displayed at all places of business in the State.					

This is a system generated digitally signed Registration Certificate issued based on the deemed approval of application on 01/07/2017 .



GSTIN	07AAECP6182F1ZC
Legal Name	PFC CONSULTING LIMITED
Trade Name, if any	PFC CONSULTING LIMITED

Details of Additional Places of Business




Total Number of Additional Places of Business in the State 1

Sr. No.	Address
1	STATESMAN HOUSE, 7th, 9th and 13th, BARAKHAMBA ROAD, CONNAUGHT PLACE, Central Delhi, Delhi, 110001



GSTIN	07AAECP6182F1ZC
Legal Name	PFC CONSULTING LIMITED
Trade Name, if any	PFC CONSULTING LIMITED

Details of Managing / Whole-time Directors and Key Managerial Persons

1		Name	RAVI DHANABALAN
		Designation/Status	DIRECTOR
		Resident of State	Delhi
2		Name	RADHAKRISHNAN NAGARAJAN
		Designation/Status	DIRECTOR
		Resident of State	Delhi
3		Name	RAJEEV SHARMA
		Designation/Status	DIRECTOR
		Resident of State	Delhi
4		Name	CHINMOY GANGOPADHYAY
		Designation/Status	DIRECTOR
		Resident of State	Delhi