

**Procurement of Aggregated Power of 2500 MW under Pilot Scheme-II for three years (covered under Medium Term) facilitated by PFC Consulting Ltd as Nodal Agency and through an Aggregator**

Sr. No.	Document	Clause No. and Existing Provision	Clarification Required	Suggested text for the Amendment	Rationale for Clarification or Amendment	Reply/ Clarification
1.	General	Addition of New Clause		Request you to conduct the mock auction for complete bidding process i.e. e-Reverse Auction and L1 matching of bids.		DEMO EVENT No. PFCCL/ATP 2/19-20/ET/100 and PFCCL/ATP 2/19-20/RA/76 created. Last Date of submission is 21.01.2020 at 10:00 hrs and RA on 21.01.2020 at 12:00 hrs
2.	General		In case holding company have multiple SPVs and those SPVs are act as separate entities and have separate power station then kindly clarify whether those SPVs may participate in the Bid and also clarify that there is no conflict of interest between those SPVs.	For avoidance of doubt, if multiple bidders have same ownership such multiple bidders will be allowed as long as they participate from different Power Station.	We understand that there is no conflict of interest between the SPVs as the qualification criteria for bidders is linked to technical capacity of the power station and all SPVs are act as separate entities and having	SPVs can participate with different power stations and different login IDs.

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					separate power stations.	
3.	Bidding Document	General	<p>Kindly provide the process for allocation of quantum/ states after the LOA is issued to the Successful Bidders. Successful Bidder's should be given option to choose from the states who are willing to procure the power under Pilot Scheme-II.</p> <p>Further allocation of power should not done unilaterally without the discussion and option given to the Successful Bidder.</p>			Allocation of Power is done by Aggregator
4.	Guidelines	Para 7 of the Guidelines	As per para 7 of the pilot scheme II guidelines dated 01-02-2019, Nodal Agency/ Aggregator/ Distribution Licensee can amend the bid document after bidding process with		Any major/ material changes in terms and condition after the completion of bidding process will	As per Provisions of Guidelines

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			<p>prior approval of the appropriate commission.</p> <p>Kindly clarify what changes and to what extent the terms and conditions of the bid document can be changed after the bidding process is completed.</p>		<p>vitiates intent of competitive bidding process.</p> <p>No changes which modify the entire spirit of the bidding document should be allowed.</p>	
5.	Bidding Document	<p>Clause no 1.2.5</p> <p>After the completion of the Bidding Process, only the Selected Bidder(s) will be charged the requisite fees for the quantum allocated to each Selected Bidder @ Rs. 8000 per MW plus applicable taxes. The balance amount will be refunded by PFCCL within 7 (seven) working days of completion of Bidding Process without any interest for the quantum of power for which LoA is not issued.</p>		<p>After the completion of the Bidding Process, only the Selected Bidder(s) will be charged the requisite fees for the quantum allocated to each Selected Bidder @ Rs. 8000 per MW plus applicable taxes. The balance amount will be refunded by PFCCL within 7 (seven) working days of completion of Bidding Process without any interest for the quantum of power for which LoA is not issued.</p>	<p>In the event after the Successful Bidder is awarded the LoA and due to reasons not in control of bidding process is cancelled or re-bidding is done, then such bidder should also be provided with the</p>	No Change

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				In the event quantum allocated to Successful Bidder is reduced/cancel due to cancellation of bid process or re-bidding or any reason which is not in control of Bidder, then such PFCCL Fees already paid by the Successful Bidder will also be refunded.	Refund of PFC fees already paid in such process.	
6.	Bidding Document	Appendix I – Annex IV Details of Surplus Capacity	Kindly clarify as on which date Surplus Power shall be available i.e. on Bid Due Date or at the time of signing of Agreement		As Generators sells Power in short term market it might be tied up for 2-3 months.	As on Bid Due Date
7.	Bidding Document	Clause no 1.2.13 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 the quantum quoted by them at e-Tender Stage by 1 MW or multiples thereof, subject to maximum capacity for which requisite PFCCL fee and Bid Security has been submitted by the Bidder.	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			Provisions are self-explanatory

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			Fixed Charge and Base Variable Charge shall be 0.5 paise each. <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.			
8.	Bidding Document	Clause 2.2.6 A Bidder should, in the last 3 (three) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder nor has been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for breach by such Bidder.....	In case of any stressed asset/ NPA acquired by the Bidder through NCLT or Lenders, then the clause 2.2.6 is not applicable. Kindly confirm.		If any default or breach of agreement done by the previous owner of the Stressed Project/ NPV and that project was acquired by the bidder. Such default or breach of agreement prior to Project Acquisition	Provisions are self-explanatory

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					Date is not applicable to the Bidder.	
9.		<p>Clause 5.2</p> <p>i. the full Capacity Required</p> <p>ii. one full Capacity Required and other part of the Capacity Required</p> <p>iii. Capacity totalling more than the Capacity Required</p> <p>iv. Capacity totalling to the Capacity Required</p>	<p>the Nodal Agency shall identify the Selected Bidder</p> <p>i. by time of submission of Application/ Bid will be the deciding factor</p> <p>ii. by declaring the Bidder who has offered full Capacity Required as the Selected Bidder</p> <p>iii. by declaring the Bidder with maximum Capacity as first Selected Bidder and other Bidder as second Selected Bidder with remaining Capacity</p> <p>iv. by declaring both the Bidders as the Selected Bidder</p>			Provisions are self-explanatory

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			with respective Capacity.			
10.	Bidding Document for Pilot Scheme-II	1.2.2	..... Prior to submission of the Application, the Bidder shall pay to the Nodal Agency a sum of Rs 5,00,000 (Rupees Five Lakhs only) plus applicable taxes as indicated above, as the cost of the Bidding Process	We understand that bidder can pay the amount to PFC through NEFT/RTGS/IMPS to the bank details of the PFC given in the bid document and share the details through a letter signed by Authorised Signatory of the Bidder.  Please Confirm		Provisions are self-explanatory
11.	Bidding Document for Pilot Scheme-II	1.2.4	All the Bidders would be able to participate in the e-Bidding events on making payment of the requisite fees of Rs. 8000 per MW for the maximum capacity intended to be offered by the Bidder plus applicable taxes, to PFCCL to participate in the e-Bidding event....	We understand that bidder can pay the fee to PFC through NEFT/RTGS/IMPS to the bank details of the PFC given in the bid document and share the details through a letter signed by Authorised Signatory of the Bidder.  Please Confirm		Provisions are self-explanatory
12.	Bidding Document for Pilot	1.2.11 (c)	The Bidders will have an option to provide Bid Security in the	We understand that bidder can pay the fee to PFC through		Provisions are self-explanatory

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	Scheme-II		form of a demand draft issued by a Scheduled Bank in India, drawn in favour of the Aggregator and payable at Delhi (the "Demand Draft") or a bank guarantee acceptable to the Aggregator or may be submitted as e-bank guarantee or deposited online through NEFT/RTGS/IMPS.	NEFT/RTGS/IMPS to the bank details of the PFC given in the bid document and share the details through a letter signed by Authorised Signatory of the Bidder.  Please Confirm		
13.	Bidding Document for Pilot Scheme-II	2.2.2	Technical Capacity	The phrase "an installed capacity equivalent to the capacity for which the Bidder is willing to Bid" should be replaced by "an installed capacity equivalent to or more than the capacity for which the Bidder is willing to Bid"		No Change
14.	Bidding Document for Pilot Scheme-II	1.2.17	At the end of L-1 Matching round, the system will allocate power to bidders in the order as they were at the end of e-Reverse Auction (like L-1, L-2, L-3	In case two or more bidder have lowest tariff at the end of e-RA, then how sequence of lowest bidder shall be selected.  Also clarify in case two or more bidders have		Provisions are self-explanatory



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			cumulative in e-Tender and e-Reverse Auction Stage) for the quantity bid by Lowest Bidder in e-Reverse Auction and other bidders in L-1 Matching. It is hereby clarified that the Nodal Agency will not accept the entire capacity offered of the last Lowest Bidder in the order of progression, in the event the Capacity required gets fulfilled by a part thereof.	matched tariff at the end of L-1 matching round , then how sequence of lowest bidder shall be selected.		
15.	General		List of Deviations from SBD	Nodal Agency is kindly requested to provide a list of all the clauses, which are modified or deleted by Nodal agency, in respect of MoPs standard bidding document for Pilot Scheme -II dated 30.01.2019		There are no Deviations from SBDs
16.	General		Procurement of transmission Corridor	Kindly clarify that whether supplier may procure the access to the transmission system under short term.		Provisions are self-explanatory

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				Also clarify that how the charges of transmission corridor shall be reimbursed in case of short term open access.		
17.	Bidding Document	<p>Clause 2.3.1</p> <p>No Bidder shall submit more than one Application for Supply of Electricity</p>	<p>If a bidder has two or more power stations at same location constructed in different stages/phases, then can a bidder submit more than one application?</p> <p>For e.g. Jindal Power Limited Stage-1 (4x250MW) and Jindal Power Limited Stage-2 (2x600MW) unit no. 1 &amp; 2, and Jindal Power Limited Stage-2 (2x600MW) unit no. 3 &amp; 4 which were constructed in different stages, then can Jindal Power Limited</p>			Provisions are self-explanatory

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			submit applications from each of power stations constructed in different stages.			
18.	Bidding Document	<p>Clause 1.2.11</p> <p>Bid Security</p> <p>(As per clause bid security to be deposit in favour of the Aggregator in the format as Appendix–III)</p>	<p>APPENDIX-III</p> <p>Clause 1. It is mentioned BG in favour of Nodal Agency.</p> <p>APPENDIX-III</p> <p>Clause 2,3,4,5,7,10,11 &amp; 13. It is mentioned Nodal Agency/Aggregator.</p> <p>APPENDIX-I Point No. 18. I/ We offer a Bid Security of Rs..... (Rupees .....only) to the Nodal Agency in accordance with the</p>			<p>Bid Security should be submitted to Nodal Agency in favour of the Aggregator</p>

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			Bidding Document.  All above clauses contradicts with Clause 1.2.11 of Bid Security			
19.		1.1.2.... Tentative date for commencement of Supply of Electricity may be taken as 01.06.2020	If Power Supply must commence from 1st June 2020, however, APP would be signed at least in March 2020. Please note that CTU requires 5 complete months for granting Medium Term Open Access. Hence MTOA will not be available before 1 <sup>st</sup> September 2020, hence power would be required to be supplied in STOA for few initial months (until grant of MTOA). In such a case:  1. Will power scheduling under STOA be allowed till			Provisions are self-explanatory.  01.06.2020 is tentative date of Supply Electricity

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			<p>MTOA is granted/operationalized?</p> <p>2. Supplier shall be reimbursed for additional Charges, if any, due to STOA in such case?</p>			
20.		1.1.2. As part of the Pilot Scheme - II, the Aggregator has decided to procure electricity from the already commissioned Power Stations that would dedicate a contracted capacity of 2500 MW from the capacity without having a power purchase agreement, for a period of 3 (three) years in accordance with the draft APPP-II and draft PSAP-II (the "Supply of Electricity"),	<p>Many Power Stations are having PPA's under host state policy wherein the quantum of PPA is not sufficient to run the unit at technical minimum. Hence requested to procure power from Power Stations which are commissioned but are not completely tied up. Further, period of supply may be increased to 12 years.</p> <p>The above would enable procurement of power at competitive tariffs.</p>			No Change

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21.		1.2.2 .... Prior to submission of the Application, the Bidder shall pay to the Nodal Agency a sum of Rs 5,00, 000 (Rupees Five Lakhs only) plus applicable taxes as indicated above, as the cost of the Bidding Process.	Since the bid has been invited with the intention of revival of stressed power projects. Hence, requested to delete this clause.			No Change
22.		1.2.4... All the Bidders would be able to participate in the e-Bidding events on making payment of the requisite fees of Rs. 8000 per MW for the total capacity sought by the Nodal Agency under this Bidding Document to PFC Consulting Limited (PFCCL)	Since the bid has been invited with the intention of revival of stressed power projects. Hence, requested to delete this clause.			No Change
23.		1.2.11 In terms of the RFP, a Bidder will be required to deposit, along with its Bid, a bid security of Rs 5,00,000 (Rupees five lakh) per MW of capacity offered by the Bidder (the "Bid Security"),	Since the bid has been invited with the intention of revival of stressed power projects, hence it is requested to reduce the bid security to Rs. 1 lakhs / MW			No Change
24.		1.2.12 ....In e-Reverse Auction Stage, the lowest Bid received in the e-Tender Stage shall be displayed to the Bidders on the DEEP Portal and thereafter any subsequent lowest bid in e-Reverse Auction Stage on a real time basis.	For further clarification on e-RA, PFC is requested to conduct a mock e-RA exercise for the benefit of the bidders.			DEMO EVENT No. PFCCL/ATP 2/19-20/ET/100 and PFCCL/ATP 2/19-20/RA/76 created. Last Date of submission is

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						21.01.2020 at 10:00 hrs and RA on 21.01.2020 at 12:00 hrs
25.		1.2.16 In case the Capacity Required (MW) as per clause 1.1.2 is not fully met by the Lowest Bidder, the remaining Bidders will be asked to match the Lowest Bid in the system ("L-1 Matching"). In L-1 Matching round, the Bidders will be displayed the bid of the Lowest Bidder ("Lowest Bid") and available quantity.	Every Project has its own economics. Hence, requested to delete the L-1 Matching clause. It is suggested that bidders be selected through bucket filling method.			No Change
26.		1.2.17 .....At the end of L-1 Matching round, the system will allocate power to bidders in the order as they were at the end of e-Reverse Auction (like L-1, L-2 , L-3 cumulative in e-Tender and e-Reverse Auction Stage) for the quantity bid by Lowest Bidder in e-Reverse Auction and other bidders in L-1 Matching. It is hereby clarified that the Nodal Agency will not accept the entire capacity offered of the last Lowest Bidder in the order of progression, in the event the Capacity required gets fulfilled by a part thereof.	The last lowest bidder must have option to back out in case entire quantum is not accepted. As partial filling of quantum may affect the efficient running of the power plant.			No Change
27.		1.2.22 The Bidder shall quote a Tariff comprising of Base Fixed Charge and Base Variable Charge. Base Variable Charge shall comprise the generating cost of electricity,	Since the Normative Availability is 85%, however the supplier has to book entire			Provisions are self-explanatory.

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		the transmission charges and the transmission losses upto the Delivery Point.	quantum in Open Access, please mention if the transmission charges to be quoted at 85% of the capacity or 100% of the capacity. As the Transmission Charges in MTOA are paid in Rs./MW/Month.									
28.		<div>1.3... Schedule of Bidding Process:<table><tr><td>Event</td><td>Date &amp; Time</td></tr><tr><td>Nodal Agency response to queries latest by</td><td>17.01.2020 at 17:00 hrs IST</td></tr><tr><td>Last date and time of submission of e-Tender – Bid Due Date</td><td>24.01.2020 till 16:30 hrs IST</td></tr></table></div>	Event	Date & Time	Nodal Agency response to queries latest by	17.01.2020 at 17:00 hrs IST	Last date and time of submission of e-Tender – Bid Due Date	24.01.2020 till 16:30 hrs IST	The bidders will require at least 15 working days after submission of reply to their queries by nodal agency. Hence the bid submission date may be postponed to second week of February 2020 to give sufficient time to bidders to prepare and submit their bids.			No Change
Event	Date & Time											
Nodal Agency response to queries latest by	17.01.2020 at 17:00 hrs IST											
Last date and time of submission of e-Tender – Bid Due Date	24.01.2020 till 16:30 hrs IST											
29.		2.2.1. Eligibility of Bidders (c) The Bidder should not have an existing power purchase agreement for the quantum of power quoted under this Bid;	Kindly clarify whether Power Stations which are not completely tied-up would be eligible in this bidding			Provisions are self-explanatory.						



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			process or not?			
30.		2.2.2...For demonstrating technical capacity and experience (the "Technical Capacity"), the Applicant shall own and be responsible for operation of Power Station having an installed capacity equivalent to the capacity for which the Bidder is willing to Bid.	Please clarify whether Technical Capacity is the installed capacity of the station of the bidder or the capacity for which bidder is willing to bid under this tender or the total untied capacity available with the seller.			Provisions are self-explanatory.
31.		2.8.1 Bidders requiring any clarification ....should send in their queries before the date specified in the schedule of Bidding Process. The Nodal Agency shall endeavour to respond to the queries within the period specified therein, but no later than 7 (seven) days prior to the Bid Due Date.	Please note that in case some major change is made in the bid document, then 15 days must be given to the bidders. Hence in such case seven days must be changed to fifteen days.			No Change
32.		2.12.3 The Bidders shall send the hard copy of all the original documents stated at Clause 2.11.2 in an envelope clearly indicating the name and address of the Bidder, addressed to:	This will create hassle and duplication of work for the Bidder.  In view of the above it is proposed to have single mode of bid submission i.e. either			No change

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			e-tendering or physical submission. Considering technical glitches (including last minute issues) involved in e-tendering physical submission may be preferred.			
33.		2.12.3...Such hard copies should reach the aforementioned address within 2 (two) working days after the opening of the Application in accordance with Clause 1.3 of this Bidding Document.	For clarification, the exact due date may be provided for receiving of hard copies of the bid documents by the nodal agency			No Change
34.		2.17 Confidentiality.....  Information relating to the examination, clarification, evaluation, and recommendation for the short-listed pre-qualified 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 Nodal Agency in relation to, or matters arising out of, or concerning the Bidding Process.	Please share the legal, financial or technical adviser of the nodal agency/ Aggregator for this bidding process, so that applicant can avoid having conflict of interest by not availing services from the same consultant for this bid.			There are no Legal, Financial or Technical adviser of nodal agency/ aggregator

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35.		5.8. ....After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall cause the Supplier to execute the APPP-II within the period prescribed in Clause 1.3. The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the APPP-II.	The Aggregator will encash the Bank Guarantee of the bidder, however, what are the remedies available to supplier in case the Aggregator fails to sign PPA with the supplier within the stipulated time?			Provisions are self-explanatory.
36.		Appendix I  20. I/ We undertake to feed electric supply into the grid at a point that is economical and efficient, as determined by the RLDC or SLDC, as the case may be.	Since the delivery point is the seller's nearest interconnection with the CTU, this paragraph needs to be modified as:  I/ We undertake to feed electric supply into the grid at the delivery point as per the terms of the APP.			No Change
37.		22. I/ We hereby submit the following Bid£ and offer on DEEP Portal, as on the Bid Due Date, in accordance with the provisions of the Bidding Documents  A Tariff of Rs.... and paise ... (Rupees .. and paise ..) per kWh comprising	Please consider the following:  i.) Separate Provision for quoting Taxes & duties. ii.) Separate			No Change

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		<p>a. a Base Fixed Charge Rs.....and paise..... (Rupees ....and paise ....) per kWh equal to the cost of generation</p> <p>b. a Base Variable Charge of Rs..and paise .. (Rupees ..and paise..) per kWh including</p> <p>i. Rs.. and paise.. (Rupees .. and paise ..) per kWh as the cost of generation;</p>	<p>Provision for quoting SLDC Charges &amp; RLDC charges.</p> <p>This would enable clarity &amp; transparency &amp; thus would avoid any legal complications thereafter.</p>			
38.		<p>Appendix I Annex-II</p> <p>Total Project Cost</p>	<p>Since power is to be procured on Medium Term Basis and commissioned projects kindly specify the requirement of project cost.</p>			No Change
39.		<p>Appendix I Annex-II</p> <p>Certificate from the Statutory Auditor regarding Eligible Projects:</p> <p>Based on its books .....of the Project company.</p>	<p>Requested to change the certificate to allow provision for the case where the Bidder &amp; the project company are same.</p>			No Change
40.		<p>Clause 1.1.2</p> <p>“....dedicate a contracted capacity of 2500 MW from the capacity without having a power purchase Agreement, for a period of 3</p>	<p>In view of lack of market opportunities and surplus capacity, it is requested to explore possibility to</p>			No Change

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		years...”	extend the tenure of the principal APPP-II to a period at least 5-7 years. This will give better vision, viability to market participants, with discovery of competitive tariff in the interest of the Utilities.  Please clarify and confirm			
41.		<i>Clause 1.2.17</i> “.... the system will allocate power to bidders in the order as they were at the end of e-Reverse Auction (like L-1, L-2 , L-3 cumulative in e-Tender and e-Reverse Auction Stage) for the quantity bid by Lowest Bidder in e-Reverse Auction ..... “	Upon completion of the bid process, it is requested to kindly share/ declare the results along with time stamping to the participants.  Kindly confirm.			Provision are self-explanatory
42.		<i>Clause 1.1.5</i> “...Bidders may bid for minimum 100 (One Hundred) MW.”	We understand that there is a minimum cap of 100 MWs for bidding purpose. Please clarify and indicate the upper cap			Provisions are self-explanatory

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			on the quantum of participation, if any.  Kindly clarify			
43.		<i>Clause 2.2.4</i>  The Bidder should submit a Power of Attorney as per the format at Appendix-II, authorizing the signatory of the Bidder to sign the document and also digitally sign and submit the Application and Bid at e-Tender Stage and to submit its revised bids in e-Reverse Auction Stage	It is to submit that every company is having the Digital Key/ Signature to sign and submit the respective bids in Deep Portal/E Tendering. However, the Appendix-II (draft PoA) does not mention any authority for digital signature/ no mention of "digitally sign" in the PoA format.  Kindly clarify / modify PoA as may be found suitable. In the absence, bidders shall proceed with the draft of PoA, as published in the bidding documents.			No Change
44.		<i>Appendix-I, Point 17.</i>  I/We offer a Capacity of {...MW} from	We understand, as per the Reverse Auction provision, the bidder is allowed to			Provisions are self-explanatory.

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		{Capacity, Name and address of the Project} which conforms to Clause 1.1.2 of the bidding Document .....	<p>increase the Quantum in multiples of 01 MW thus giving flexibility to bidder to quote say 100 MW in IPO and then increase to say 150 MW.</p> <p>Kindly clarify if the hard copies to be submitted should mention the Capacity quoted in IPO or highest capacity envisaged to be offered under E-RA/L1 Matching?</p>			
45.	Clause No. 1.2.2 Bidding Document	The first stage (the "e-Tender Stage") of the process involves qualification (the "Qualification") of interested parties who submit Application and Bids in accordance with the provisions of this Bidding Document. Prior to submission of the Application, the Bidder shall pay to the Nodal Agency a sum of Rs 5,00,000 (Rupees Five Lakhs only) plus applicable taxes as indicated above, as	Since the bid has been invited with the intention of revival of stressed power projects. Hence, the cost of Bidding may be reduced to Zero.			No Change

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		the cost of the Bidding Process				
46.	Clause No. 1.2.4 Bidding Document	All the Bidders would be able to participate in the e-Bidding events on making payment of the requisite fees of Rs. 8000 per MW for the maximum capacity intended to be offered by the Bidder plus applicable taxes.....	Our understanding is that, this Pilot Scheme is for beneficiation of stranded power projects.  Hence, it is sincerely requested to consider revision in the fees of E-Bidding events from Rs 8000 per Mw to Rs 500 per MW.			No Change
47.	Clause No. 1.2.11 Bidding Document	In terms of the Bidding Document, a Bidder will be required to deposit, along with its Bid, a bid security of Rs 5,00,000 (Rupees Five lakh) per MW of maximum capacity to be offered ..... between the Aggregator and the Bidder from time to time.	Since the bid has been invited with the intention of revival of stressed power projects. Request you to consider for reduction of the amount to be deposited as bid security along with the Bid document, preferably in range of			No Change



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			2-3 Lacs/MW.			
48.		2.2.1 (c) RfP The Applicant should not have an existing power purchase agreement for the quantum of power quoted under this Bid;	<p>The Bidders who have ongoing short-term power purchase agreements on the date of bid submission may please be allowed to participate. In this context, the date of start of power flow is not specified in the documents.</p> <p>As per the Bid documents the following points emerge:</p> <p>Date of E-RA : 31<sup>st</sup> January</p> <p>Validity of Bids : 120 days</p> <p>Time to Provide Performance Security : 32 days</p> <p>Time to Meet Condition Precedent by Aggregator: 90</p>			Provisions are self-explanatory.

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			<p>days + 90 Days extended time</p> <p>Total time after e-RA : 332 days.</p> <p>Thus, the actual power flow may not start by 2020.</p> <p>Thus, any Bidder who have ongoing short-term power purchase Agreements valid till 31.10.20 may please be allowed to participate.</p>			
49.		<p>Appendix I – Point No. 22</p> <p>I/We hereby submit the following Bid£ and offer on DEEP Portal, as on the Bid Due Date, in accordance with the provisions of the Bidding Documents.....</p>	<p>Bidder is currently a State connected unit and currently undergoing a process for switching over to CTU network. Accordingly, Bidder shall not consider the intra state transmission charges &amp; losses upto delivery point in the Bid. However, if any intra state transmission</p>			Provisions are self-explanatory.

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			related Cost is applicable upto delivery point, it shall be borne by the Bidder. Nodal authority to confirm if this is in order.			
50.		Clause 1.1.2	<p>a. We understand the total quantum; i.e. 2500 MW; sought in this bid is total quantum offered at the Delivery Point (i.e. at point of interconnection with CTU System) and not the sum total of part of installed capacity offered in the bid. Please confirm</p> <p>b. Tentative date for commencement of power supply is mentioned as June 1<sup>st</sup>, 2020. Please provide the actual date for commencement of power supply</p>			Provisions are self-explanatory

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			<p>which would enable the power generators to plan their crucial operation level activities like coal procurement, coal transportation, etc. Procurement of coal from Coal India Limited takes around 2-3 month time from the date of actual payments. Further, this has to be planned in close coordination with Indian Railways. Hence, it is requested to provide a firm date for actual power supply well in advance i.e. atleast 5-6 months before.</p> <p>c. Has PFCCL/PTC identified the Utilities who would buy this 2500 MW</p>			

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			<p>power? If no, what would happen to the power if PTC is unable to identify Utilities for buying this power? What Compensation would be available to the Power Generators for such time period?</p> <p>d. As on the date of bid submission no list/details of the buying state is provided. Hence it is requested that first buyer states are identified and then the bids are invited which would be in the best interest of all stakeholders. There may be power plant connected to State Transmission System and located in the same state as that</p>			

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			of the buying utility. In such a scenario, although the STU connected power plant which is actually cheaper for that state may not get selected as the bid is evaluated at CTU Point. Once all the buying Utilities are identified then only the bid process may be conducted and such STU connected plant may be evaluated accordingly.			
51.		Clause 1.2.17	In case only part of the total offered capacity gets selected, Bidder shall be given an option to withdraw its bid without any penalty or loss of the Bid Security. In case of part capacity allocation, Generator			No Change

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			will have to run the power plant at part load which is highly inefficient and not financially tenable. Hence, any such allocation of power may be done post consent of the Bidder.			
52.		Clause 1.2.22	<p>As per the clause Bidder have to quote tariff comprising of Base Fixed Charges and Base Variable Charges. Base Fixed Charges is equal to the cost of generation and Base Variable Charges are equal to the cost of generation, transmission charges and transmission losses upto Delivery Point.</p> <p>As per the bid condition cost of generation of electricity is equally divided among the Fixed and Variable Charges. However, in</p>			No Change

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			the actual scenario, the cost of Generation would vary for different power plants depending upon the source of fuel and location of the power plant. Hence, Bidders should be given flexibility to decide on its own to quote Fixed Charges and Variable Charges.			
53.		Clause 1.3: Schedule of Bidding Process	The current bid deadline of (January 24, 2020) is very stringent and gives first time Bidders very less time to evaluate the opportunity and submit their best bid. Further to participate in this bid bidders have to submit the bid security (@ Rs. 5 Lakh per MW) too which may not be easy for the commissioned power plants which are not			No Change



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			operating for want of PPA. Hence, we hereby request you to kindly extend the bid deadline by atleast 30 days to enable such bidders to fully evaluate the opportunity and submit their most competent offer and also arrange the required bid security. This would also help PTC to reap maximum benefits of the tariff based competitive bid process.			
54.	Bidding Document for Pilot Scheme-II	Clause 1.1.5: "Bidders may bid for minimum 100 (one hundred) MW."	Request you reduce the minimum Bid Quantum to 70 MW.		This will ensure higher participation and better price discovery.	No Change
55.	Bidding Document for Pilot Scheme-II	Clause 1.1.5: "Bidders may bid for minimum 100 (one hundred) MW."	In case a Bidder has part capacity (say 75 MW) from CTU and balance (say 25 MW) available from STU		This will ensure higher participation and better	Provisions are self-explanatory

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			connected units, whether the Bidder will be eligible to participate in the tender combining the available capacities from both the units?		price discovery.	
56.	Bidding Document for Pilot Scheme-II	Clause 1.2.11.a: "In terms of the Bidding Document, a bidder will be required to deposit, along with its Bid, a bid security of Rs 5,00,000 (Rupees five lakh) per MW of maximum capacity to be offered by the Bidder (the "Bid Security")"	Request to reduce the Bid Security amount to Rs. 1,00,000 (Rupees one lakh) per MW of the maximum capacity offered.		This will reduce financial burden on the already stressed generators and encourage more participation.	No Change