

**REPLY TO THE QUERRIES: BIDDING FOR PROCUREMENT OF AGGREGATED POWER OF 2500 MW UNDER
PILOT SCHEME-II – SUPPLY OF ELECTRICITY**

**IT IS INFORMED THAT BID DUE DATE I.E. LAST DATE AND TIME OF SUBMISSION OF E-TENDER SHALL REMAIN UNCHANGED
i.e. 14:00 HRS IST on 25.03.2019.**

PFCCL REPLY/ CLARIFICATIONS RELATED TO BIDDING DOCUMENT UNDER PILOT SCHEME-II

SNo.	Clause No	Existing Provision	Clarification Required	Reply/ Clarification
1.	Clause No. 1.1.1 Bidding Document	Aggregator appointed by the Nodal Agency under Pilot Scheme-II shall be informed later.	Name of the Aggregator must be informed at least fifteen days before the bid due date.	Aggregator under Pilot Scheme-II is M/s NHPC Ltd
2.	Clause No. 1.1.2 Bidding Document	Period when supply must commence - Commencement of Supply of Electricity shall be informed after receipt of the requirement from the Utilities.	Please clarify regarding the date of commencement of supply of electricity under this Pilot Scheme-II.	Please refer Clause No 4.1.3 (f) of the APPP-II which provides the Supplier to satisfy within a period of 90 (ninety) days from the date of this Agreement the following: procured access to the transmission system required for carrying electricity from the Power Station to the Delivery Point and Delivery Point to the Utility"s Drawal Point. Accordingly, tentative date for commencement of Supply of Electricity may be taken as 01.10.2019.
3.	Clause No. 1.1.2 Bidding Document	Commencement of Supply of Electricity shall be informed after receipt of the requirement from the Utilities.	Commencement of supply must be known to the suppliers before the bid due date so that utilities can plan their power sale schedule accordingly. Uncertainty in supply start date would lead to business loss to the supplier as	Please refer Clause No 4.1.3 (f) of the APPP-II which provides the Supplier to satisfy within a period of 90 (ninety) days from the date of this Agreement the following:

**REPLY TO THE QUERRIES: BIDDING FOR PROCUREMENT OF AGGREGATED POWER OF 2500 MW UNDER
PILOT SCHEME-II – SUPPLY OF ELECTRICITY**

SNo.	Clause No	Existing Provision	Clarification Required	Reply/ Clarification
			he will have to reserve power for potential procurer under this tender.	procured access to the transmission system required for carrying electricity from the Power Station to the Delivery Point and Delivery Point to the Utility"s Drawal Point. Accordingly, tentative date for commencement of Supply of Electricity may be taken as 01.10.2019.
4.	Clause No. 1.1.2 Bidding Document	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").	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. The above would enable procurement of power at competitive tariffs.	No Change. Bidders with surplus power can bid.
5.	Clause No. 1.1.2 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 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. As per Bidding Documents.
			Please share bank account details for making the payment.	Please refer Annexure-I of this reply.

**REPLY TO THE QUERRIES: BIDDING FOR PROCUREMENT OF AGGREGATED POWER OF 2500 MW UNDER
PILOT SCHEME-II – SUPPLY OF ELECTRICITY**

SNo.	Clause No	Existing Provision	Clarification Required	Reply/ Clarification
6.	Clause No. 1.2.2 Bidding Document	Cost of bidding Process	It is requested to allow bidders to submit the Cost of bidding Process through NEFT/RTGS and provide the required bank account details	Please refer Annexure-I of this reply.
7.	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 to PFCCL.	Our understanding is that, this Pilot Scheme is for benefication of stranded power projects. Hence, it is sincerely requested to consider revision in the fees of E-Bidding events. As per earlier Standard Bidding Document for Medium Term Procurement of Power on DEEP Portal, the e-bidding events participation fees for the bidders is Rs.500 per MW per requisition to PFCCL. Hence, it is sincerely requested to consider revision in the same.	No change. As per Bidding Documents.
8.	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 total capacity sought by the Nodal Agency under this Bidding Document to PFCCL	Since the bid has been invited with the intention of revival of stressed power projects. Hence, requested to delete this clause.	No Change. As per Bidding Documents.
			Please share bank account details for making this payment.	Please refer Annexure-I of this reply.
9.	Clause No. 1.2.11 Bidding Document	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. As per Bidding Documents.
			Please share Bank Account details of the beneficiary for issuance of Bank Guarantee.	Please refer Annexure-I of this reply.

**REPLY TO THE QUERRIES: BIDDING FOR PROCUREMENT OF AGGREGATED POWER OF 2500 MW UNDER
PILOT SCHEME-II – SUPPLY OF ELECTRICITY**

SNo.	Clause No	Existing Provision	Clarification Required	Reply/ Clarification
10.	Clause No. 1.2.12 Bidding Document	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 will be conducted and the date and time will be notified on PFCCCL website and DEEP Portal.
11.	Clause No. 1.2.13 Bidding Document	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.....	<u>Kindly modify the Clause as below:</u>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 the quantum quoted by them at e-Tender Stage by 1 MW or multiples thereof. At.....	Bidder has to reduce the Tariff by 1 paisa or multiples by any combination.
12.	Clause No. 1.2.16 Bidding Document	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. As per Bidding Documents.

**REPLY TO THE QUERRIES: BIDDING FOR PROCUREMENT OF AGGREGATED POWER OF 2500 MW UNDER
PILOT SCHEME-II – SUPPLY OF ELECTRICITY**

SNo.	Clause No	Existing Provision	Clarification Required	Reply/ Clarification
13.	Clause No. 1.2.16 Bidding Document	These Bidders will be required to input the quantity in MW that they wish to supply at the Lowest Bid.	We understand that in this clause there is provision of reducing the quantum while matching the L1 rate. Please Confirm. Also, as per past experience, DEEP Portal may not allow bidder to reduce the quantum during L1 matching. Utility is requested to make sure that relevant changes have been made in the online portal also.	Please refer Clause No 1.2.16 of the Bidding Document which provides that Bidders can reduce their quantum during L-1 Matching round.
14.	Clause No. 1.2.17 Bidding Document	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.	As utility will not accept the entire capacity of last lowest bidder, there may be a situation where only 5-10 MW is left for the last lower bidder, and same bidder may not wish to supply such capacity due to any technical or financial issue. In such scenario, that last lowest bidder should be allowed to withdraw its bid, without any financial implication. There should be some "Minimum Threshold" quantity such that if capacity left for last lowest bidder is less than "Minimum Threshold", supplier may decide to withdraw its bid without any financial liability.	No change. As per Bidding Documents
15.	Clause No. 1.2.17 Bidding Document	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	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. As per Bidding Documents.

**REPLY TO THE QUERRIES: BIDDING FOR PROCUREMENT OF AGGREGATED POWER OF 2500 MW UNDER
PILOT SCHEME-II – SUPPLY OF ELECTRICITY**

SNo.	Clause No	Existing Provision	Clarification Required	Reply/ Clarification								
		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.										
16.	Clause No. 1.2.22 Bidding Document	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, the transmission charges and the transmission losses upto the Delivery Point.	Since the Normative Availability is 85%, however the supplier has to book entire 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.	As per Bidding Documents.								
17.	Clause No. 1.3 Bidding Document	<table><tr><th colspan="2">Schedule of Bidding Process:</th></tr><tr><td>Event</td><td>Date & Time</td></tr><tr><td>Nodal Agency response to queries latest by</td><td>14.03.2019 at 16:00 hrs IST</td></tr><tr><td>Last date and time of submission of e-Tender – Bid Due Date</td><td>25.03.2019 till 14:00 hrs IST</td></tr></table>	Schedule of Bidding Process:		Event	Date & Time	Nodal Agency response to queries latest by	14.03.2019 at 16:00 hrs IST	Last date and time of submission of e-Tender – Bid Due Date	25.03.2019 till 14:00 hrs IST	The bidders will require atleast 15 working days after submission of reply to their queries by nodal agency. Further, there will be holiday in India on 15 th , 16 th , 20 th to 24 th on account of Holi festival and subsequent weekend. It is expected that many bank officials and other officials might be on leave during the week 18 th -22 nd March 2019 due to Holi. Hence it is not possible to submit bid on 25 th March 2019, thus the bid submission date may be postponed to second week of April 2019 to give sufficient time to bidders to prepare and	No change. As per Bidding Documents.
Schedule of Bidding Process:												
Event	Date & Time											
Nodal Agency response to queries latest by	14.03.2019 at 16:00 hrs IST											
Last date and time of submission of e-Tender – Bid Due Date	25.03.2019 till 14:00 hrs IST											

**REPLY TO THE QUERRIES: BIDDING FOR PROCUREMENT OF AGGREGATED POWER OF 2500 MW UNDER
PILOT SCHEME-II – SUPPLY OF ELECTRICITY**

SNo.	Clause No	Existing Provision	Clarification Required	Reply/ Clarification
			submit their bids.	
18.	Clause No. 2.2 Bidding Document	Eligibility of Applicant	Please specify the Net Worth criteria/ Financial Capacity required to be fulfilled by the Bidder/Applicant, if any.	No Financial Capacity is solicited.
19.	Clause No. 2.2 Bidding Document	Eligibility of Applicant	Can any Generator having Coal/Gas/other fuel source apply? Please clarify the use of type of Fuel in this Pilot Scheme-II.	Coal based Power Station(s) are eligible.
20.	Clause No. 1.1.2 and 2.2.1(b) Bidding Document	----- The Aggregator has decided to procure electricity from the already commissioned Power Stations.....	As per Annexure IV –Particulars of Power Station (2c) Unit and installed capacity of each unit (MW): COD / expected COD. From the above clause it seems that Power Stations which are yet to be commissioned are also eligible to bid. Hence it is requested to allow Power Stations to bid in the subject tender for the units / quantum where same shall be commissioned within 3 months from the date of issuance of LOA. In this context it may be further kindly be noted that stressed IPPs have held COD of plants due to low visibility of PPAs and commercial viability of the project.	Condition Precedents should be fulfilled before the Appointed Date. Annex-IV of Appendix-I of Bidding Document and Clause 4.1.3 of APPP-II may be referred and accordingly, the Bidder to decide participation in the Bidding Process so that it will be in a position to commence Supply as per APPP-II.

**REPLY TO THE QUERRIES: BIDDING FOR PROCUREMENT OF AGGREGATED POWER OF 2500 MW UNDER
PILOT SCHEME-II – SUPPLY OF ELECTRICITY**

SNo.	Clause No	Existing Provision	Clarification Required	Reply/ Clarification
21.	Clause No. 2.2.1 (c) Bidding Document	Eligibility of Bidders 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 process or not?	As per Bidding Documents.
22.	Clause No. 2.2.2 Bidding Document	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.	As per Bidding Documents.
23.	Clause No. 2.2.2 Bidding Document	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.
24.	Clause No. 2.8.1 Bidding Document	Bidders requiring any clarificationshould 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.	It is advised to visit PFCCL website and DEEP e-Bidding Portal regularly for any modification/ clarifications.

**REPLY TO THE QUERRIES: BIDDING FOR PROCUREMENT OF AGGREGATED POWER OF 2500 MW UNDER
PILOT SCHEME-II – SUPPLY OF ELECTRICITY**

SNo.	Clause No	Existing Provision	Clarification Required	Reply/ Clarification
25.	Clause No. 2.12.3 Bidding Document	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 e-tendering or physical submission. Considering technical glitches (including last minute issues) involved in e-tendering physical submission may be preferred.	No change.
26.	Clause No. 2.12.3 Bidding Document	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.	As per Bidding Documents
27.	Clause No. 2.17 Bidding Document	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.	Sh Ravi Bishnoi and Sh Saroj Jha, Partners M/s SRGR Law Offices are the legal advisor of Nodal Agency. It may be mentioned that Aggregator does not conduct Bidding Process.

**REPLY TO THE QUERRIES: BIDDING FOR PROCUREMENT OF AGGREGATED POWER OF 2500 MW UNDER
PILOT SCHEME-II – SUPPLY OF ELECTRICITY**

SNo.	Clause No	Existing Provision	Clarification Required	Reply/ Clarification
28.	Clause No. 2.18.1 Bidding Document	Prior to evaluation of Applications, An Application shall be considered responsive if: (h) it contains an attested copy of the banking system generated receipt by the Authorised Signatory or receipt of the Nodal Agency for payments towards the cost of the Bidding Process, fees submitted to PFCCL and Bid Security as specified in Clause 1.2;	Please specify if email / document containing payment reference number / UTR no. or relevant page of Bank Statement shall be a valid proof of payment towards the cost of bidding process.	Email/ document containing payment reference number/ UTR no. or relevant page of Bank Statement shall be considered as valid proof of payment towards the cost of bidding process. However, Bidder to ensure the amount is credited in PFCCL account before submission of the Bid.
29.	Clause No. 4.5 Bidding DocumentThe Bidders matching the Lowest Tariff will also be required to give the break-up of the Tariff.	Following points need to clarify ; i) We would like to clarify that the Transmission Charges are fixed and same for all the bidders at delivery point. Hence confirm that the bidder cannot change Transmission charges during Reverse auction? ii) We would like to bring to you kind notice that Transmission Losses are the function of the total Tariff. In Case, bidder reduced the total tariff during reverse auction, accordingly Transmission losses have to change. In this regard, kindly clarify/allow that the bidder can change Transmission losses (in kWh) during Reverse auction or not?	Bidder has the option to change transmission charges and transmission losses during e-Reverse Auction.

**REPLY TO THE QUERRIES: BIDDING FOR PROCUREMENT OF AGGREGATED POWER OF 2500 MW UNDER
PILOT SCHEME-II – SUPPLY OF ELECTRICITY**

SNo.	Clause No	Existing Provision	Clarification Required	Reply/ Clarification
			iii)Further, in case any bidder has made any mistake while quoting Transmission Charges and Transmission Losses then what would be treatment of the same?	Bidder has to ascertain the same while quoting the Bid.
30.	Clause No. 5.8 Bidding DocumentAfter 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?	No change.
31.	Appendix I Point (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.
32.	Appendix I Point (22)	I/ We hereby submit the following BidE 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 a. a Base Fixed Charge Rs..... and	Please consider the following: i.) Separate Provision for quoting Taxes & duties. ii.) Separate Provision for quoting SLDC Charges & RLDC charges. This would enable clarity & transparency & thus would avoid any legal complications thereafter.	No change. As per Bidding Documents.

**REPLY TO THE QUERRIES: BIDDING FOR PROCUREMENT OF AGGREGATED POWER OF 2500 MW UNDER
PILOT SCHEME-II – SUPPLY OF ELECTRICITY**

SNo.	Clause No	Existing Provision	Clarification Required	Reply/ Clarification
		paise..... (Rupeesand paise) per kWh equal to the cost of generation b. a Base Variable Charge of Rs.. and paise .. (Rupees ..and paise..) per kWh including i. Rs.. and paise.. (Rupees .. and paise ..) per kWh as the cost of generation.		
33.	Appendix I Annex-II	Total Project Cost	Since power is to be procured on Medium Term Basis and commissioned projects kindly specify the requirement of project cost.	As per Bidding Documents.
34.	Appendix I Annex-II	Certificate from the Statutory Auditor regarding Eligible Projects: Based on its booksof the Project company.	Requested to change the certificate to allow provision for the case where the Bidder & the project company are same.	No change.
35.	General		Please clarify regarding participation from any trader on behalf of Generator.	Only Generator(s) can participate in the Bidding Process.
36.	General		We are having PPA with one of the trader for the quantum of 240 MW. Is there any need to take NOC from that trader for our participation in this Pilot Scheme-II?	Bidder(s) with surplus power can bid.
37.	General		Kindly clarify that whether there will be direct assignment of PPA with the Utility or not.	Generation Company will sign the APPP-II with Aggregator.

**REPLY TO THE QUERRIES: BIDDING FOR PROCUREMENT OF AGGREGATED POWER OF 2500 MW UNDER
PILOT SCHEME-II – SUPPLY OF ELECTRICITY**

SNo.	Clause No	Existing Provision	Clarification Required	Reply/ Clarification
38.	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 repect of MoPs standard bidding document for Pilot Scheme -II dated 30.01.2019.	No Deviation from Bidding Documents notified by Ministry of Power
39.	General	Delivery point as mentioned in RfP and RfQ is Nearest interconnection point of the Power Station with the CTU System i.e. point of grid connection, whereas in PAPP it is mentioned as means any point in the intra-state Grid where the electricity supplied under this Agreement is received by the Aggregator.	Kindly Clarify whether the delivery point is at interconnection point of the Power Station with the CTU System i.e. point of grid connection or at the intra state grid where the power received by Aggregator.	Delivery point is nearest interconnection point of the Power Station with the CTU System i.e. point of grid connection

**REPLY TO THE QUERRIES: BIDDING FOR PROCUREMENT OF AGGREGATED POWER OF 2500 MW UNDER
PILOT SCHEME-II – SUPPLY OF ELECTRICITY**

PFCCL REPLY/ CLARIFICATIONS RELATED TO AGREEMENT FOR PROCUREMENT OF POWER UNDER PILOT SCHEME-II (APPP-II)

Sr. No.	Clause No.	Existing Provision	Clarification Required	Reply/ Clarification
1.	Article E: APPP-II	The Supplier has arranged fuel supply vide ***1 for the purposes of the Contracted Capacity.	We have executed FSA with subsidiaries of CIL. Is the use of this concessional fuel against these FSAs allowed to supply the contracted quantum of power under this Pilot Scheme-II.	No restriction on use of coal from any type of source. However, the same shall be subject to Terms of FSA/allocation and extant Govt. Policy.
2.	Clause No. 1.3 APPP-II	Measurements and Arithmetic Conventions	<p>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.</p> <p>In reverse auction, minimum decrement allowed in the Traiff is 1 paise. Considering the fact that Fixed Cost shall be Equal to Cost of Generation, and if both are to be quoted upto 2 decimal places, the minimum decrement in the Tariff shall be 2 paise.</p> <p>No bidder can decrease its total tariff by 1 paise if we quote all the components upto 2 decimal places.</p> <p>Hence, Utility is requested to allow bidders to bid Tariff upto 3 decimal places</p>	Bidder has to reduce the Tariff by 1 paise or multiples by any combination.
3.	Clause No. 1.3 APPP-II	Measurements and Arithmetic Conventions	<p>Measurements and arithmetic conventions</p> <p>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.</p>	Bidder shall be allowed to quote components of Tariff upto 3 decimal place.

**REPLY TO THE QUERRIES: BIDDING FOR PROCUREMENT OF AGGREGATED POWER OF 2500 MW UNDER
PILOT SCHEME-II – SUPPLY OF ELECTRICITY**

Sr. No.	Clause No.	Existing Provision	Clarification Required	Reply/ Clarification
			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.	
4.	Clause No. 3.1.2 APPP-II	Grant of Procurement Contract Subject to and in accordance with the provisions of this Agreement, the Procurement Contract hereby awarded shall oblige or entitle (as the case may be) the Supplier to: (a) procure Availability of the Contracted Capacity for production of electricity and supply thereof to the Aggregator.....	Kindly clarify how supplier will procure availability of the contracted capacity for production of electricity and supply thereof to the Aggregator.....	Supplier to ascertain the Availability of the Contracted Capacity for supply and production of electricity.
5.	Clause No. 4.1.2 APPP-II	Condition Precedent	Conditions Precedent required to be satisfied by the Aggregator shall be deemed to have been fulfilled when the Aggregator shall have..... New paragraph to be added: (b) ensured that Utility shall have procured access to the transmission system required for carrying electricity from the Delivery Point to their drawl point;	No change.

**REPLY TO THE QUERRIES: BIDDING FOR PROCUREMENT OF AGGREGATED POWER OF 2500 MW UNDER
PILOT SCHEME-II – SUPPLY OF ELECTRICITY**

Sr. No.	Clause No.	Existing Provision	Clarification Required	Reply/ Clarification
6.	Clause No. 4.1.3 APPP-II	Condition Precedent The Conditions Precedent required to be satisfied by the Supplier (c) submitted the Capacity Certificate and evidence of the capacity of the Power Station; and....	Please share the format of providing Capacity Certificate and evidence of the capacity of the Power Station;	Already defined.
7.	Clause No. 4.1.3 APPP-II	Condition Precedent The Conditions Precedent required to be satisfied by the Supplier (f) procured access to the transmission system required for carrying electricity from the Power Station to the Delivery Point and Delivery Point to the Utility"s Drawal Point.	The Supplier's liability shall be only till the delivery point, beyond the delivery point, the Aggregator or the Utility shall be responsible for getting Open Access. Hence the following phrase shall be deleted: "and Delivery Point to the Utility"s Drawal Point."	No change. As per Bidding Documents.
8.	Clause No. 4.1.3 APPP-II	Condition Precedent The Conditions Precedent required to be satisfied by the Supplier (d) The Supplier shall have executed the Fuel Supply Agreement; and.... (e)	Please specify if successful bidder would be eligible to use Concessional Fuel from Coal India for supply.	No restriction on use of coal from any type of source. However, the same shall be subject to Terms of FSA/allocation and extant Govt. Policy.
9.	Clause No. 4.1.3 APPP-II	Condition Precedent Condition precedents required to be satisfied by the supplier.	As per the clause, conditions precedent are required to be staisfied within a period of 90 days and there is provision of extension of time, not exceeding 90 days , for the	No change.

**REPLY TO THE QUERRIES: BIDDING FOR PROCUREMENT OF AGGREGATED POWER OF 2500 MW UNDER
PILOT SCHEME-II – SUPPLY OF ELECTRICITY**

Sr. No.	Clause No.	Existing Provision	Clarification Required	Reply/ Clarification
			fulfilment of the same. It is kindly suggested that there should be provision of extension of 180 days in case supplier fails to satisfy the condition precedents initially within the period of 90 days.	
10.	Clause No. 4.1.3(d) APPP-II	Condition Precedent Capacity Certificate	submitted the Capacity Certificate and evidence of the capacity of the Power Station..... Please confirm if self certification would be sufficient or the same is required from a government agency.	Bidder(s) to submit Capacity Certificate to the satisfaction of the Aggregator.
11.	Clause No. 4.1.3 (e) APPP-II	Condition Precedent “The Supplier shall have executed the Fuel Supply Agreement”	There is no clause related to source of Fuel to be used. In this case, it is responsibility of the Supplier to procure fuel from any source. If Supplier procures coal from auction then this clause related to FSA is not applicable. Kindly clarify. Kindly delete the clause.	No change.
12.	Clause No. 4.1.3 (f) APPP-II	Condition Precedent Procured access to the transmission system required for carrying electricity from the Power Station to the Delivery Point and Delivery Point to the Utility's Drawal Point.	Request support /facilitation will be provided by the Aggregator/ Utility for transmission of electricity from delivery point to the point of drawl.	Aggregator/ Utility shall facilitate Supplier(s).

**REPLY TO THE QUERRIES: BIDDING FOR PROCUREMENT OF AGGREGATED POWER OF 2500 MW UNDER
PILOT SCHEME-II – SUPPLY OF ELECTRICITY**

Sr. No.	Clause No.	Existing Provision	Clarification Required	Reply/ Clarification
13.	Clause No. 4.1.3 (f) APPP-II	Condition Precedent procured access to the transmission system required for carrying electricity from the Power Station to the Delivery Point and Delivery Point to the Utility's Drawl Point.	Medium term OA application is to be applied at least 5 months prior to start of power flow, whereas the Conditions Precedent is to be satisfied by the Supplier within 90 days from the date of the agreement. Kindly clarify how the supplier shall satisfy the aggregator within 90 days from the date of the signing of agreement.	As per Bidding Documents.
14.	Clause No. 4.2 & 4.3 APPP-II	Conditions Precedent Damages for delay by the Aggregator the Aggregator shall pay to the Supplier Damages in an amount calculated at the rate of 0.1% (zero point one per cent) of the Performance Security for each day's delay until the fulfilment of such Conditions Precedent,.... Damages for delay by the Supplier ...the Supplier shall pay to the Aggregator Damages in an amount calculated at the rate of 0.3% (zero point three per cent) of the Performance Security for each day's delay until the fulfilment of such Conditions Precedent.	It is requested that penalty shall be at the same level for delay by either party.	No change.

**REPLY TO THE QUERRIES: BIDDING FOR PROCUREMENT OF AGGREGATED POWER OF 2500 MW UNDER
PILOT SCHEME-II – SUPPLY OF ELECTRICITY**

Sr. No.	Clause No.	Existing Provision	Clarification Required	Reply/ Clarification
15.	Clause No. 4.3 APPP-II	Condition Precedent Damages for delay by the supplier	<p>Damages for delay by the supplier....</p> <p>In the event that</p> <p>(i) the Supplier does not procure fulfilment or waiver of any or all of the Conditions Precedent set forth in Clause 4.1.3 within the period specified in that Clause and</p> <p>(ii) the delay has not occurred as a result of failure to fulfil the obligations under Clause 4.1.2 or other breach of this Agreement by the Aggregator or due to Force Majeure,</p> <p>the Supplier shall pay to the Aggregator Damages in an amount calculated at the rate of 0.3% (zero point three per cent) of the Performance Security for each day's delay until the fulfilment of such Conditions Precedent, subject to a maximum amount equal to the Bid Security, and upon reaching such maximum, the Aggregator may, in its sole discretion, terminate the Agreement.</p> <p>The damages payable by the Supplier to Aggregator in case of non-fulfilment of Condition Subsequent is 0.3% of the Performance Security subject to maximum of Bid Security Amount, however the damages payable by Aggregator is only 0.1% and subject to 20% of Performance Security amount.</p>	No change.

**REPLY TO THE QUERRIES: BIDDING FOR PROCUREMENT OF AGGREGATED POWER OF 2500 MW UNDER
PILOT SCHEME-II – SUPPLY OF ELECTRICITY**

Sr. No.	Clause No.	Existing Provision	Clarification Required	Reply/ Clarification
			<p>The damages payable in case of non fulfilment of CS shall be equal for both supplier and Aggregator.</p> <p>Further the right to terminate the agreement in case of non fulfilment of CS is provided only to the Aggregator. The supplier shall also have the right to terminate the agreement in case of non fulfilment of CS by the Aggregator.</p>	
16.	<p>Clause No. 4.4</p> <p>APPP-II</p>	<p>Condition Precedent</p> <p>Deemed Termination</p>	<p>Deemed Termination upon delay Without prejudice to the provisions of Clauses 4.2 and 4.3, and subject to the provisions of Clause 9.2, the Parties expressly agree that in the event the Appointed Date does not occur, for any reason whatsoever, 120 (one hundred twenty) days from the date of this Agreement or the extended period provided in accordance with this Agreement, all rights, privileges, claims and entitlements of the Supplier under or arising out of this Agreement shall be deemed to have been waived by, and to have ceased with the concurrence of the Supplier, and the Agreement for Procurement of Power shall be deemed to have been terminated by mutual agreement of the Parties. Provided, however, that in the event the delay in occurrence of the Appointed Date is for reasons attributable to the Supplier, the Performance Security of the Supplier shall be encashed and appropriated by the Aggregator as Damages thereof.</p>	No change.

**REPLY TO THE QUERRIES: BIDDING FOR PROCUREMENT OF AGGREGATED POWER OF 2500 MW UNDER
PILOT SCHEME-II – SUPPLY OF ELECTRICITY**

Sr. No.	Clause No.	Existing Provision	Clarification Required	Reply/ Clarification
			Similar Clause shall be applicable for the Aggregator also. i.e. in case the Appointed Date does not occur within stipulated time i.e. 120 days due to reasons attributable to the Aggregator, the agreement shall be deemed to be terminated and all rights, privileges, claims and entitlements of the Aggregator under or arising out of this Agreement shall be deemed to have been waived by, and to have ceased with the concurrence of the Aggregator, and the Agreement for Procurement of Power shall be deemed to have been terminated by mutual agreement of the Parties. Provided, however, that in the event the delay in occurrence of the Appointed Date is for reasons attributable to the Aggregator, the Aggregator shall pay an amount equal to the Performance Security of the Supplier as Damages thereof.	
17.	Clause No. 5.1.4 APPP-II	Obligations of Supplier Availability of the Contracted Capacity of the Power Station is at least 85% (eighty five per cent) thereof during each year of the Contract Period (the “ Normative Availability ”).	The Normative availability as mentioned in the subject clause is at least 85% during each year. In such case if a supplier fall short of normative availability during a month and declared an availability more than 85% consecutive month to achieve overall 85% for the whole year kindly clarify whether the supplier will be entitled to receive fixed charge on the declared availability or upto 85% only.	As per Bidding Documents.

**REPLY TO THE QUERRIES: BIDDING FOR PROCUREMENT OF AGGREGATED POWER OF 2500 MW UNDER
PILOT SCHEME-II – SUPPLY OF ELECTRICITY**

Sr. No.	Clause No.	Existing Provision	Clarification Required	Reply/ Clarification
18.	Clause No. 5.1.4 APPP-II	Obligations of Supplier	Availability and Normative availability As per our understanding, Availability shall be calculated at the interconnection point or point of grid connection of the Supplier. Please confirm the same	Availability shall be at Delivery Point.
19.	Clause No. 5.1.4 APPP-II	Obligations of Supplier The Supplier shall operate and maintain the Power Station in accordance with the Specifications and Standards and the Maintenance Requirements such that the Availability of the Contracted Capacity of the Power Station is at least 85% (eighty five per cent) thereof during each year of the Contract Period (the “Normative Availability”).	Normative availability by Supplier is mentioned as 85% during each year of the contract period. However, minimum guaranteed off take by Nodal Agency/Aggregator is not mentioned as it was mentioned in earlier Pilot Scheme-I at 55%. Please clarify regarding Minimum Off take Guarantee by Aggregator?	No minimum Off-take.
20.	Clause No. 5.1.5(a) APPP-II	Obligations of Supplier	The Supplier shall, at its own cost and expense, in addition to and not in derogation of its obligations elsewhere set out in this Agreement: (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	As per Bidding Documents.

**REPLY TO THE QUERRIES: BIDDING FOR PROCUREMENT OF AGGREGATED POWER OF 2500 MW UNDER
PILOT SCHEME-II – SUPPLY OF ELECTRICITY**

Sr. No.	Clause No.	Existing Provision	Clarification Required	Reply/ Clarification
			<p>conformity with Applicable Laws; Non-grant of medium term open access shall be mutually decided by the Aggregator and Supplier;</p> <p>Consequences of Non-grant is not explicitly mentioned. Kindly Clarify whether it will be treated as force majeure or not without any liability on either side.</p>	
21.	<p>Clause No. 5.4.1</p> <p>APPP-II</p>	<p>Obligations of Supplier</p> <p>The Supplier shall at all times operate the Power Station in accordance with Applicable Laws and the provisions of the Grid Code and shall comply with such directions as the SLDC may give from time to time in accordance with the provisions of the Act</p>	<p>Shall be modified as “The Supplier shall at all times operate the Power Station in accordance with Applicable Laws and the provisions of the Grid Code and shall comply with such directions as the SLDC/RLDC.....”</p>	<p>No change. It may be mentioned that RLDC is covered under Applicable Laws.</p>
22.	<p>Clause No. 5.8</p> <p>APPP-II</p>	<p>Obligations of Supplier</p> <p>The Supplier shall pay, at all times during the subsistence of this Agreement, all taxes, levies, duties, cesses and all other statutory charges payable in respect of the Power Station and supply of electricity under this Agreement</p>	<p>Kindly clarify what shall be the procedure to claim taxes.</p>	<p>As per Bidding Document.</p>

**REPLY TO THE QUERRIES: BIDDING FOR PROCUREMENT OF AGGREGATED POWER OF 2500 MW UNDER
PILOT SCHEME-II – SUPPLY OF ELECTRICITY**

Sr. No.	Clause No.	Existing Provision	Clarification Required	Reply/ Clarification
23.	Clause No. 5.8 APPP-II	Obligations of Supplier Obligations relating to taxes: The Supplier shall pay, at all times during the subsistence of this Agreement, all taxes, levies, duties, cesses and all other statutory charges payable in respect of the Power Station and supply of electricity till the Delivery Point.	What shall be the procedure to claim taxes. Further if supplier is supplying power to third parties in addition to the Aggregator, how can the supplier provide the receipt in such a case. Hence it is requested that all taxes applicable shall be allowed to be loaded in tariff and separate space pertaining to taxes shall be provided in the price bid.	As per Bidding Document.
24.	Clause No. 6.1.2 (a) APPP-II	Obligations of Aggregator Non-grant of medium term open access shall be mutually decided by the Aggregator and Supplier	Kindly clarify the Consequences for Non-grant of medium term open access for the parties involved.	As per Bidding Document.
25.	Clause No. 9.1.1 APPP-II	Performance Security The Supplier shall, for the performance of its obligations hereunder, provide to the Aggregator no later than 30 (thirty) days from the date of this Agreement, an irrevocable and unconditional guarantee from a Schedule Bank for a sum equivalent to Rs. 10 lakh per MW of Contracted Capacity	As the tender is for Medium term it is requested to reduce the Performance Security to Rs. 2 lakhs/MW.	No change.

**REPLY TO THE QUERRIES: BIDDING FOR PROCUREMENT OF AGGREGATED POWER OF 2500 MW UNDER
PILOT SCHEME-II – SUPPLY OF ELECTRICITY**

Sr. No.	Clause No.	Existing Provision	Clarification Required	Reply/ Clarification
26.	Clause No. 9.1.1 APPP-II	Performance Security	<p>The Supplier shall, for the performance of its obligations hereunder, provide to the Aggregator no later than 30 (thirty) days from the date of this Agreement, an irrevocable and unconditional guarantee from a Schedule Bank for a sum equivalent to Rs. 10 lakh per MW of Contracted Capacity.</p> <p>As the said tender is for only Medium Term, the Performance Security shall be reduced to Rs. 2 lakhs/ MW. Further, having high cost of Performance Security will increase the Tariff for the Aggregator as the Supplier will load the cost of Performance Security in Tariff.</p>	No change.
27.	Clause No. 9.4 APPP-II	Performance Security	<p>Deemed Performance Security</p> <p>The Parties expressly agree that upon release of Performance Security in accordance with the provisions of Clause 9.3, a substitute Performance Security for a like amount shall be deemed to be created under this clause 9.4, as if it is a Performance Security under clause 9.1 for and in respect of the entire Contract Period (the “Deemed Performance Security”). The Deemed Performance Security shall be unconditional and irrevocable, and shall constitute the first and exclusive charge on all amounts due and payable by the Aggregator to the Supplier, and the Aggregator shall be entitled to enforce the Deemed Performance Security by making a</p>	No change.

**REPLY TO THE QUERRIES: BIDDING FOR PROCUREMENT OF AGGREGATED POWER OF 2500 MW UNDER
PILOT SCHEME-II – SUPPLY OF ELECTRICITY**

Sr. No.	Clause No.	Existing Provision	Clarification Required	Reply/ Clarification
			<p>deduction from the amounts due and payable by it to the Supplier in accordance with the provisions of Clause 9.5.</p> <p>Deemed Performance Security is an additional financial and operational burden on the Supplier. If the supplier has already supplied power to Aggregator for six months, supplier has displayed its credibility. In such a case, there shall be no need for Performance Security.</p> <p>This clause is not only burdensome for the Supplier but against fair business practices, and thus may discourage serious bidders from bidding in the medium term tender hence this clause shall be deleted.</p>	
28.	Clause No. 9.4 APPP-II	Performance Security	<p>Deemed Performance Security</p> <p>Term "Deemed performance security" needs to be elaborated.</p>	As per Bidding Documents.
29.	Clause No. 10.2 APPP-II	Allocation of Capacity <p>In the event that the Aggregator 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</p>	<p>If there is any upward revision proposed by the Aggregator and the Supplier is not able to supply the power due to power sold in open market then which availability will be considered by the Aggregator for such scheduled day. Kindly confirm.</p> <p>Also kindly confirm if Aggregator does any downward revision in daily schedule on the</p>	As per Bidding Documents

**REPLY TO THE QUERRIES: BIDDING FOR PROCUREMENT OF AGGREGATED POWER OF 2500 MW UNDER
PILOT SCHEME-II – SUPPLY OF ELECTRICITY**

Sr. No.	Clause No.	Existing Provision	Clarification Required	Reply/ Clarification
		(seventy two) hours prior to such period, specify the reduction in dispatch of the Contracted Capacity and for such reduction in supply, it shall be entitled to a rebate equal to 25% (Twenty Five percent) of the Fixed Charge payable for Availability thereof and the waived Fixed Charge under Clause 10.2.2. Provided, however, that any reduction in supply under Clause 10.2.1 shall be uniform for a block of at least 24 (twenty four) hours and shall not vary between Peak Hours and Off-Peak Hours.	preceding day in accordance to Grid code regulations, then the Tariff will paid by Aggregator for such reduction in the schedule. Also till what extend Tariff will be payable. For e.g.: If Aggregator confirms the schedule for 60% of the contracted capacity but it does the downward revision to 50% then Aggregator will be liable for payment of Full Fixed Charge instead of 25% rebate on fixed charge. Kindly confirm.	
30.	Clause No. 10.3 APPP-II	Allocation of Capacity	Substitute Supply As per the clause, there is a provision of alternate source, kindly confirm the duration or tenure during which the power can be supplied from the alternate source.	As per Bidding Documents.
31.	Clause No. 10.3 APPP-II	Allocation of Capacity	Substitute Supply In the event the Availability of the Power Station is reduced on account of scheduled maintenance, unscheduled maintenance or Force Majeure, the Supplier may, with prior consent of the Aggregator, which consent the Aggregator may deny in its sole discretion or convey acceptance with such conditions as it may deem fit, supply	No change.

**REPLY TO THE QUERRIES: BIDDING FOR PROCUREMENT OF AGGREGATED POWER OF 2500 MW UNDER
PILOT SCHEME-II – SUPPLY OF ELECTRICITY**

Sr. No.	Clause No.	Existing Provision	Clarification Required	Reply/ Clarification
			<p>electricity from any alternative source, and such supply shall, for payment of Tariff, be deemed to be supply under and in accordance with the provisions of this Agreement.</p> <p>Compensation shall not be applicable in case Utility refuses off take from alternate source and in such case power shall be counted as available to the extent of quantum being arranged from alternate source for the purpose of calculating Fixed Charges.</p>	
32.	Clause No. 11.1 APPP-II	Tariff	Kindly clarify about the availability to be considered after shortfall in power due to shortage of fuel.	As per Bidding Documents.
33.	Clause No. 11.2 APPP-II	Tariff Fixed Charge: The Parties agree that the Fixed Charge payable for Availability shall, in accordance with the offer of the Supplier, be Rs. (Rupees) per kWh, which shall remain constant for the entire contract period.	Escalation in Fixed Charge shall be allowed as per annual change in WPI.	No change.
34.	Clause No. 11.2 APPP-II	Tariff The Parties agree that the Fixed Charge payable for Availability shall, in accordance with the offer	It is requested that the Fixed Charge may be linked with suitable escalation indices as per CERC norms.	No change.

**REPLY TO THE QUERRIES: BIDDING FOR PROCUREMENT OF AGGREGATED POWER OF 2500 MW UNDER
PILOT SCHEME-II – SUPPLY OF ELECTRICITY**

Sr. No.	Clause No.	Existing Provision	Clarification Required	Reply/ Clarification
		of the Supplier, be Rs. (Rupees) per kWh, which shall remain constant for the entire contract period.		
35.	Clause No. 11.2 APPP-II	Tariff Fixed Charge The Parties agree that the Fixed Charge payable for Availability shall, in accordance with the offer of the Supplier, be Rs. (Rupees) per kWh, which shall remain constant for the entire contract period.	Since the period of contract is 3 years, Fixed Cost if remain unchanged will cause huge loss to the buyer on account of inflation. The bidder will be compelled to quote high tariff in such a case, hence it is requested that escalation based on WPI as per the standard FOO document be allowed in fixed charge.	No change.
36.	Clause No. 11.3.3 APPP-II	Tariff	In the event that any shortfall in supply of electricity to the Aggregator occurs on account of deficiency in transmission between the Point of Grid Connection and Drawal Point, Availability shall be deemed to be reduced in accordance with the provisions of Clause 11.4.2 and the Aggregator shall not be liable for payment of any Fixed Charge for the Non-Availability arising as a consequence thereof. Since transmission constraint is beyond the control of supplier, penalizing supplier for transmission deficiency is not justified. Further since point of delivery is CTU interconnection of the Plant, hence supplier	No change.

**REPLY TO THE QUERRIES: BIDDING FOR PROCUREMENT OF AGGREGATED POWER OF 2500 MW UNDER
PILOT SCHEME-II – SUPPLY OF ELECTRICITY**

Sr. No.	Clause No.	Existing Provision	Clarification Required	Reply/ Clarification
			shall not be made responsible for availability of power beyond the delivery point.	
37.	Clause No. 11.4.4 APPP-II	<p>Tariff</p> <p>In the event that the Availability at any time is determined to be lower than 100% (one hundred per cent) of the Contracted Capacity or the reduced Availability notified hereunder, an event of mis-declaration of Availability (the “Mis-declaration”) shall be deemed to have occurred. In such an event, the Availability for the relevant month shall, for the purposes of payment of Fixed Charge, be deemed to be reduced by the same proportion that Availability bears to Mis-declaration, as if the Mis-declaration had occurred for a period of one month. For the avoidance of doubt, the Parties agree that deductions on account of Mis-declaration shall be made from the subsequent payments due to the Supplier under this Agreement.</p>	<p>This provision of Mis Declaration is not in line with the Grid Code.</p> <p>As per Central Electricity Regulatory Commission Indian Electricity Grid Code (Amendment) Regulations, 2009; Clause 22.</p> <p><i>“The quantum of penalty for the first mis-declaration for any duration/block in a day shall be the charges corresponding to two days fixed charges. For the second mis-declaration the penalty shall be equivalent to fixed charges for four days and for subsequent mis declarations, the penalty shall be multiplied in the geometrical progression.”</i></p> <p>Requested to kindly modify the clause in line with Grid Code.</p>	No change.

**REPLY TO THE QUERRIES: BIDDING FOR PROCUREMENT OF AGGREGATED POWER OF 2500 MW UNDER
PILOT SCHEME-II – SUPPLY OF ELECTRICITY**

Sr. No.	Clause No.	Existing Provision	Clarification Required	Reply/ Clarification
38.	Clause No. 11.5.2 APPP-II	Tariff	<p>In the event that Availability in any month is less than the Normative Availability,.....Fixed Charge which is reduced on account of shortfall in normative Availability.</p> <p>As per the clause, if availability is less than 85%, then supplier is liable to pay 25% of the fixed charge as damages for the capacity below 85%.</p> <p>Please clarify if the same is applicable in case <u>availability is less than 85% due to transmission constraint or fuel shortage.</u></p>	As per Bidding Documents.
39.	Clause No. 11.6 APPP-II	Tariff Incentive and Damages	<p>In the event that the Availability in any month exceeds the Normative Availability, the Supplier shall, in lieu of a Fixed Charge, be entitled to an Incentive which shall be calculated and paid at the rate of 50 % (fifty per cent) of the Fixed Charge for Availability in excess of Normative Availability. Provided, however, that any Incentive hereunder shall be due and payable only to the extent of Despatch of the Power Station.</p> <p>Incentive shall be linked with Availability and not actual dispatch since actual dispatch will depend on the utility requirement, and other parameters that are beyond the control of the supplier hence seller may not get the</p>	No change.

**REPLY TO THE QUERRIES: BIDDING FOR PROCUREMENT OF AGGREGATED POWER OF 2500 MW UNDER
PILOT SCHEME-II – SUPPLY OF ELECTRICITY**

Sr. No.	Clause No.	Existing Provision	Clarification Required	Reply/ Clarification
			incentive even after making the power available to utility if utility refuse to off-take power.	
40.	Clause No. 11.6.3 APPP-II	Tariff Reconciliation of Availability for the purpose of payment of Fixed Charges	<p>Clause 11.6.3 talks about annual reconciliation of Availability for computation of incentive and damages only. It is requested that same practice should be adopted for the payment of Fixed Charges also.</p> <p>Within 30 (thirty) days of the close of every Accounting Year, the cumulative monthly Availability for such year shall be determined and the Fixed Charges shall be computed with reference to the Normative Availability for that year. The amount so arrived at shall be adjusted against the Fixed Charges determined for the respective months of the year and the balance remaining shall be adjusted in the following Monthly Invoice</p>	No change.
41.	Clause No. 11.6.4 APPP-II	Tariff	The Parties agree that the generating cost component of Base Variable Charge specified in Clause 11.6.2 shall be increased for every Accounting Year following the Base Year so as to reflect 50% (fifty per cent) of the variation in WPI occurring between January 31 immediately preceding the Base Year and January 31 immediately preceding the Accounting Year for which such revision is	No change.

**REPLY TO THE QUERRIES: BIDDING FOR PROCUREMENT OF AGGREGATED POWER OF 2500 MW UNDER
PILOT SCHEME-II – SUPPLY OF ELECTRICITY**

Sr. No.	Clause No.	Existing Provision	Clarification Required	Reply/ Clarification
			<p>undertaken.</p> <p>Providing escalation in Base Variable Charges at 50% WPI is not justifiable. The escalation on base variable charge shall be linked to WPI for non-coking coal used in Power Sector or with CERC Escalation rate for domestic coal as per the fuel utilized by the supplier.</p>	
42.	<p>Clause No. 11.7.1 & 11.7.2</p> <p>APPP-II</p>	<p>Tariff</p> <p>Taxes and Duties</p> <p>11.7.1 The Parties expressly agree that the Tariff shall be inclusive of all taxes and duties, except the taxes and duties specified in Clause 11.7.2.</p> <p>11.7.2 The Tariff and Incentives payable by the Utility under this Article 11 shall be exclusive of GST or any replacement.</p>	<p>Whether the quoted tariff should be inclusive of all taxes and duties? Kindly confirm.</p>	As per Bidding Documents.
43.	<p>Clause No. 11.7</p> <p>APPP-II</p>	<p>Tariff</p>	<p>We understand that we have to quote Tariff exclusive of GST, if any. And in case GST is payable, than Supplier will pay the GST and get it reimbursed from the Aggreagator.</p> <p>Please confirm</p>	As per Bidding Documents.

**REPLY TO THE QUERRIES: BIDDING FOR PROCUREMENT OF AGGREGATED POWER OF 2500 MW UNDER
PILOT SCHEME-II – SUPPLY OF ELECTRICITY**

Sr. No.	Clause No.	Existing Provision	Clarification Required	Reply/ Clarification
44.	Clause No. 11.7.1 APPP-II	Tariff	<p>The Parties expressly agree that the Tariff shall be inclusive of all taxes and duties, save and except the taxes and duties specified in Clause 11.7.2. It is further agreed that the Supplier shall pay all taxes and duties, including the taxes and duties specified in Clauses 11.7.2, in accordance with Applicable Laws.</p> <p>Kindly clarify whether the tariff taxes such as Forest Tax, Central Sales Tax, Goods and Services Tax etc. which are levied on the coal are also reimbursable. Further the Electricity Duty applicable on the Auxiliary Consumption corresponding to the Contracted Capacity should also be reimbursed.</p> <p>Accordingly it is requested that separate Provision for quoting of Taxes & Duties be made as per the format specified in APPENDIX I of RFP.</p> <p>No Escalation has been provided on Fuel Charge. Requested to provide provision for same to enable efficient quoting of Variable Charges.</p>	As per Bidding Documents.
45.	Clause No. 11.8.1 APPP-II	Tariff	Commencing from the month following the month in which the Appointed Date occurs, the Supplier shall, by the 5th (fifth) day of such and each succeeding month (or, if such day is not a Business Day, the immediately	No change.

**REPLY TO THE QUERRIES: BIDDING FOR PROCUREMENT OF AGGREGATED POWER OF 2500 MW UNDER
PILOT SCHEME-II – SUPPLY OF ELECTRICITY**

Sr. No.	Clause No.	Existing Provision	Clarification Required	Reply/ Clarification
			following Business Day), submit in triplicate to the Aggregator, an invoice in the agreed form (the “Monthly Invoice”). Since the date of publishing of REA by the RPC’s is 5 th of every month, the date for billing must be atleast 8 th day of the month.	
46.	Clause No. 11.8.2 APPP-II	Tariff Billing and Payment	The Supplier shall, with each Monthly Invoice submit.... Since the bid document has been envisaged with a view of recovery of stressed assets it is requested to modify Billing cycle to weekly.	No change.
47.	Clause No. 12.1.1 APPP-II	Payment Security	The Aggregator 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 with for an amount equivalent to 20% (twenty percent) of the annual Capacity Charge (the “Letter of Credit”)..... Since billing is on monthly basis and payment due date is 32 days after billing date. Hence by the time first payment is due the supplier has already supplied power for almost two and a quarter months, hence the value of LC must be equivalent to at least two months billing (FC + VC) amount.	No change.

**REPLY TO THE QUERRIES: BIDDING FOR PROCUREMENT OF AGGREGATED POWER OF 2500 MW UNDER
PILOT SCHEME-II – SUPPLY OF ELECTRICITY**

Sr. No.	Clause No.	Existing Provision	Clarification Required	Reply/ Clarification
48.	Clause No. 12.2.1 APPP-II	Payment Security	<p>In the event the Supplier is unable to recover its Tariff through the Letter of Credit, and if the Tariff or part thereof remains unpaid for a period of 1 (one) month from the Payment Due Date, then notwithstanding anything to the contrary contained in this Agreement, the Supplier shall have the right to sell the whole or part of the Contracted Capacity to any Buyer for recovery of its dues from the Aggregator.</p> <p>In case of third party sale due to seller's default, the supplier's right to recover its dues from the Aggregator shall continue to remain as per the terms and conditions of the APP.</p>	As per Bidding Documents.
49.	Clause No. 13.2 APPP-II	Despatch of Contracted Capacity Settlement of DSM charges : All payments due to or from the Supplier on account of any unscheduled interchange in terms of the DSM Regulation.....	Shall be changed to “ DSM Regulations and Amendments” thereof.	No change.
50.	Clause No. 15.1.3 APPP-II	Accounts and Audit	On or before the thirty-first day of May each Year, the Supplier shall provide to the Aggregator, for the preceding Accounting Year, a statement duly audited by its Statutory Auditors giving summarised information on (a) receipts on account of Tariff, (b) revenues from sale of electricity to	No change.

**REPLY TO THE QUERRIES: BIDDING FOR PROCUREMENT OF AGGREGATED POWER OF 2500 MW UNDER
PILOT SCHEME-II – SUPPLY OF ELECTRICITY**

Sr. No.	Clause No.	Existing Provision	Clarification Required	Reply/ Clarification
			other Distribution Licensees and Buyers, and (c) such other information as the Aggregator may reasonably require. Audited accounts certified by Statutory Auditors are generally available till September, hence providing the same in May will be difficult, Hence it is requested that audited accounts shall be provided by October each year for preceding Financial Years.	
51.	Clause No. 18.3.1 & 18.3.2 APPP-II	Termination Upon Termination on account of a Supplier Default, the Supplier shall pay to the Aggregator, by way of Termination Payment, an amount equal to the Tariff that would have been due and payable for Normative Availability for a period of 3 (three) months as if the Contracted Capacity was Available for such 3 (three) months from the date of Termination. the Aggregator shall pay to the Supplier, by way of Termination Payment, an amount equal to the Tariff that would have been due and payable for Normative Availability for a period of 3 (three) months as if the Contracted	LC provided by Aggregator shall not be sufficient to cover the 3 months termination payment. It is requested that there should be some mechanism to recover the termination payment by the Supplier in the event of aggregator default.	No change.

**REPLY TO THE QUERRIES: BIDDING FOR PROCUREMENT OF AGGREGATED POWER OF 2500 MW UNDER
PILOT SCHEME-II – SUPPLY OF ELECTRICITY**

Sr. No.	Clause No.	Existing Provision	Clarification Required	Reply/ Clarification
		Capacity was Available for such 3 (three) months from the date of Termination.		
52.	Clause No. 20.1.1 APPP-II	Change in Law Change in Law shall mean any change in taxes (excluding taxes on corporate income), duties, cess or introduction of any tax, duty, cess made applicable for supply of power by the Supplier, after the date of submission of bid.	The definition of change in law under Article 25 is different than the referred provision. Kindly clarify.	As per Bidding Documents.
53.	Clause No. 20.5 APPP-II	Change in Law No claim in the event of recovery from Buyers Notwithstanding anything to the contrary contained in this Agreement, the Aggregator shall not in any manner be liable to reimburse to the Supplier any sums on account of a Change in Law if the same are recoverable from the Buyers.	Please clarify how can change in law be claimed from buyers for the capacity dedicated for the Aggregator?	As per Bidding Documents.
54.	Clause No. 24.4 APPP-II	Miscellaneous Delayed payment	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	No change.

**REPLY TO THE QUERRIES: BIDDING FOR PROCUREMENT OF AGGREGATED POWER OF 2500 MW UNDER
PILOT SCHEME-II – SUPPLY OF ELECTRICITY**

Sr. No.	Clause No.	Existing Provision	Clarification Required	Reply/ Clarification
			<p>such period is specified, within 30 (thirty) days of receiving a demand along with the necessary particulars. Unless otherwise specified in this Agreement, in the event of delay beyond such period, the defaulting Party shall pay interest for the period of delay calculated at a rate equal to 5% (five per cent) above the Bank Rate,....</p> <p>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.</p>	
55.	Definitions	Capacity Certificate	<p>“Capacity Certificate” means the certificate issued by an experienced and qualified firm of technical consultants certifying the installed capacity, plant configuration, station Heat Rate and other principal parameters of the Power Station;...</p> <p>Please specify the need of providing such a certificate as the seller has to provide power in Medium Term.</p> <p>Further Please clarify meaning of “experienced and qualified firm of technical consultant.”</p>	As per Bidding Documents.

**REPLY TO THE QUERRIES: BIDDING FOR PROCUREMENT OF AGGREGATED POWER OF 2500 MW UNDER
PILOT SCHEME-II – SUPPLY OF ELECTRICITY**

Sr. No.	Clause No.	Existing Provision	Clarification Required	Reply/ Clarification
56.	General Part I (A) APPP-II	The Aggregator had resolved to procure electricity from a power generating station that would dedicate a contracted capacity of *** MW.....	Kindly clarify whether Contracted Capacity mentioned here is gross quantum or net quantum.	Capacity required is at Delivery Point.
57.	Definition	Fuel	“Fuel” means the coal which is fit for use in generation of electricity at the Power Station; Kindly clarify whether concessional or linkage coal can be used or not.	No restriction on use of Fuel if the terms of the FSA/allocation and/or allocation policy provides for the same.
58.	Annex – I (Schedule-A) Point (7) APPP-II	Description of Power Station.....	Since Power is required on Medium Term, SHR and other operational parameters are not required by the by the Aggregator.	No change.

**REPLY TO THE QUERRIES: BIDDING FOR PROCUREMENT OF AGGREGATED POWER OF 2500 MW UNDER
PILOT SCHEME-II – SUPPLY OF ELECTRICITY**

Annexure-I

DETAILS OF PFC CONSULTING LTD AND NHPC LTD

Bank Account Details for depositing Bidding Process Fee of Rs 5,00,000/- plus applicable Taxes and requisite Fee of Rs 8000/- per MW plus applicable Taxes for maximum Capacity offered by the Bidders. At present, applicable taxes (GST) is 18%.	
Organisation	Bank Details
PFC Consulting Ltd (Nodal Agency) 9 th Floor, A-Wing, Statesman House, Barakhamba Road, Connaught Place, New Delhi-110001	Account Title: PFC Consulting Limited-STB Current Account No: 013684100002284 IFSC: YESB0000136 Branch Address: No. 56, Ground Floor, ALPS Building, Janpath, Connaught Place, New Delhi, Delhi 110001

Bank Account Details for depositing Bid Security of Rs 5,00,000/- per MW for maximum Capacity offered by the Bidders	
Organisation	Bank Details
NHPC Ltd (Aggregator) Power Trading Cell, Commercial Division, NHPC Ltd, NHPC Office Complex, Sector 33, Faridabad, Haryana 121003	Account Title: NHPC Limited Current Account No: 10813608692 IFSC: SBIN0017313 Branch Code: CAG-II (New Delhi) - 17313 Branch Address: SBI, 5 th Floor, Redfort Capital, Parsvnath Towers, Bhai Veer Singh MArg, Gole Market, New Delhi 110001