

Response to the queries raised by prospective bidders for bidding under SHAKTI B (v) - General

Clause No.	Existing Provision	Clarification Required	PFCCL Response
<b>Response to the queries by prospective bidders for bidding under SHAKTI B (v) - General</b>			
<b>General</b>		There are many deviations in this tender from the provisions of the SBD. Kindly confirm whether necessary approvals have been obtained from the Appropriate Commission for such deviations.	The Bidding Document has been prepared in line with the Guidelines issued by MoP under Section 63 of the Electricity Act, 2003 for procurement of power on FOO basis under Para B (v) of the SHAKTI Policy.  Further, the draft PPA has been prepared in line with the Model Power Purchase Agreement notified by MoP on 19.12.2022 and subsequent amendments.
<b>General</b>		Please clarify if the SHR to be considered as per CERC norms. Further SHR to be taken on a <b>“gross” or “net” basis.</b>	Bidder has to assess the same while submitting the bid.
<b>General</b>		We understand SHR norms to be taken as per CERC tariff regulations 2019. Please confirm.	Bidder has to assess the same while submitting the bid.
<b>General</b>		It is requested to conduct a demo session for the submitting the Price Bid and subsequent evaluation of successful bidders for better understanding.	<b>DEMO Event:</b> PFC Consulting Limited/Medium/ATP B (v)/23-24/ET/59  Bidders can participate and submit the bid by 19.06.2023 at 15:00 hrs.
<b>General</b>		In case holding company has multiple SPVs and owns & operated more than one power station. And those SPVs act as separate entity and have separate power station, then kindly clarify whether those SPVs and holding company can	As per Clause 2.2.1 of RfS:  <i>a. The Applicant should be a corporate entity.</i> <i>b. The Applicant should own and be responsible for operation of the</i>

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		participate in the bid & also clarify that there is no conflict of interest between those SPVs.	<i>commissioned Power Station from where electricity shall be supplied</i>  Further, The SPVs being separate entity can bid separately from their respective power station
<b>General</b>		PPA refers various rules notified by Ministry of Power. So, all these rules should be made part of the PPA and same should be shared with reply to queries.	Draft PPA has been prepared in line with the Model Power Purchase Agreement notified by MoP on 19.12.2022 and subsequent amendments.
<b>General</b>		Since the Fuel is to be arranged under SHAKTI B (v) where the Authorised Representative will publish the Coal mines and after being successful bidder to sign the FSA, bidder has to surrender the existing FSA. Kindly waive off the penalty while surrendering the existing FSA.	Existing FSA for the untied capacity to be dealt as per the contract with CIL.
<b>General</b>		Will this new FSA get linked with existing FSA of the Generator who already possess or independent?	This FSA will be independent from existing FSA, if any.
<b>General</b>		How to factor the Heat rate degradation in the variable cost?	Bidder has to assess the same while submitting the bid.
<b>General</b>		If the signing of LOA/FSA between the Generator (energy supplier) and Coal Supplier gets delayed than the scheduled commencement of power supply (1st September 2023), is there any penalties will be levied to the energy supplier?	Same will be as per the terms of PPA.
<b>General</b>		As the Bid says, the selected bidder will be required to supply to all the 6 No. of Utilities. Can the successful bidder will be permitted to supply	As per the Guidelines issued by MoP under Section 63 of the Electricity Act, 2003 for procurement of power on FOO basis under Para

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		to one Utility, where the power plant is located? E.g. If the bidder, who is located in TN quotes for 500 MW and will he be permitted to supply all the 500 MW to TANGEDCO. It will avoid unnecessary Transmission charges and losses.	B (v) of the SHAKTI Policy, <i>"The Capacity of each successful bidder shall be allocated amongst various states on proportionate basis"</i> .
<b>General</b>		What is the guideline to calculate the Rs/km of road transportation cost?	Same will be as per the terms of PPA.
<b>General</b>		What will happen if grade slippage happens during supply. Any third-party inspection is allowed?	In case of Grade Slippage, same will be as per extant policy of CIL/MoC.
<b>General</b>		The heat rate mentioned in draft PPA has to be as per the CERC prevailing Regulations or at actual of the bidder's power station. Please clarify.	The Heat rate shall be as per CERC regulations under section 62 of the Act.
<b>General</b>		Under this tender, whether we need to pay coal value as advance to MCL or is there any arrangement for off-setting with DISCOM's payment. This will ease out financial burden of the generator.	Same will be as per the extant policy of FSA/CIL/MoC.
<b>General</b>		Kindly share the draft terms and conditions of the FSA which is going to be entered.	Same may be as per Standard FSA of CIL/MoC.

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<b>Response to the queries by prospective bidders for bidding under SHAKTI B (v) - RfS</b>			
<b>1.1.2</b>	<b>Period when supply must commence</b> - September 1, 2023	Please note that CTU requires 5 complete months for granting Medium Term Open Access. Hence MTOA will not be available before Jan' 24 considering PPA is signed and subsequently MTOA is applied in July'23 hence it is requested to <b>change the Commencement date to 1st Jan'24.</b>	The commencement of supply shall be from 01.09.2023
<b>1.1.2</b>	Supply must commence from 01/09/2023 & Duration of supply is for 5 Years.	Will there be extension in Commencement of date of Supply? Further, the date of supply should be within 30 days of signing of FSA.	The commencement of supply shall be from 01.09.2023
<b>1.1.2</b>	<b>Period when supply must commence</b> - September 1, 2023	As per the CERC regulations in vogue, the CTUIL requires 05 months, to be considered from the subsequent month of filing of the complete Application for granting Medium Term Open Access (MTOA) i.e. August 2023 (as per the earliest date as per the tabulated Schedule), thus, MTOA will available from March 2024 onwards only.  Further, in ongoing transition from existing regime to GNA regime with respect to Inter-state transmission network access, the process for General Network access has to be sought by State Entity(s) which is still not clear.	The commencement of supply shall be from 01.09.2023

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Clause No.	Existing Provision	Clarification Required	PFCCL Response																						
1.1.2	A. Brief particulars of the Supply of Electricity are as follows:  Period when supply must commence – September 1, 2023	As per RFS clause 1.3 Schedule of Bidding Process PPA is expected to be signed between 11th to 20th June 2023 and the contract period to commence after 90 days from signing of PPA.  So, please amend the Supply commencement date.	The commencement of supply shall be from 01.09.2023																						
1.1.2 A	Period when supply must commence- September 1, 2023	M/s IEPL has a short term PPA under Case-IV bidding with MSPGCL upto 30.09.2023 for a capacity of 180 MW. Kindly confirm whether the supply date can be 01.10.2023.	The commencement of supply shall be from 01.09.2023																						
1.1.2.B –	<b>Brief particulars of the Coal Linkage</b>	Please provide the details of coal mines and mention the bidding procedure with different coal mines before pre-bid meeting.  Also, provide the quantity of each coal mines and reference calculation for transportation cost while bidding. And the coal transportation cost shall be pass through to Generator on actual basis.	The coal would be sourced from the mines within the same coal field. This variation has to be built in the quoted tariff.  The field wise quantity of coal is provided in RfS. Coal transportation shall be paid to Generators as per terms of PPA.																						
1.1.2	B. Brief particulars of the Coal Linkage are as follows: <table><tr><th>S.No</th><th>Name of Subsidiary</th><th>Grade</th><th>Source</th><th>Quantity of Coal (MTPA*)</th><th>Power Quantum (MW) Gross Capacity</th></tr><tr><td>1</td><td rowspan="2">MCL</td><td rowspan="2">G-13</td><td>Talcher field</td><td>15</td><td>2812</td></tr><tr><td>2</td><td>IB - Field</td><td>9</td><td>1688</td></tr><tr><td></td><td></td><td></td><td>Total</td><td>24</td><td>4500</td></tr></table>	S.No	Name of Subsidiary	Grade	Source	Quantity of Coal (MTPA*)	Power Quantum (MW) Gross Capacity	1	MCL	G-13	Talcher field	15	2812	2	IB - Field	9	1688				Total	24	4500	As the Bidder(s) has to built-in the cost of transportation of coal as part of variable charge, thus to provide most competitive bid, the PFCCL shall specifically mention the names of the mine(s) in Source Column and associated break-up of Quantity of coal being offered. Since, within these mines itself, mentioned at Source columns of RFS, there may be variance in tentative distance of 50- 200 kms or more.  Else, the Bidder(s) will be forced to build in the additional cost impact considering distance from	The coal would be sourced from the mines within the same coal field. This variation has to be built in the quoted tariff.
S.No	Name of Subsidiary	Grade	Source	Quantity of Coal (MTPA*)	Power Quantum (MW) Gross Capacity																				
1	MCL	G-13	Talcher field	15	2812																				
2			IB - Field	9	1688																				
			Total	24	4500																				

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		<p>the farthest mine(s), thus may not be able to offer the competitive quote in the said Bid.</p> <p>In view of above, it is requested to provide source wise mining locations for coal linkage.</p>	
1.1.2	B. Brief particulars of the Coal Linkage are as follows .....	<p>Please clarify below points: -</p> <p>1) The coal qty is worked out based on 2019 CEA norms. The 2019 norms consider's lower band of G13 Grade, therefore, to overcome the issue, Ministry of Power issued revised norms in 2021 where reduction in GCV due to moisture has been considered. We request that latest 2021 norms should be used to calculate coal qty to be offered by CIL.</p> <p>2) It is expected the coal shall be sourced from various mines and those mines shall have different GCV likely G12 to G14. So, for purpose of quoting the tariff what GCV bidder should consider? GCV considered in CEA ACQ norms 2019 corresponding to G13 or as expected GCV as receivable at plant?</p> <p>3) In case the grade of coal received is better than G13 or slips from G13 then the ACQ quantity of coal shall be adjusted?</p>	<p>1).The information as provided by CEA is incorporated in the RfS.</p> <p>2). &amp; 7). Bidder has to assess the same while submitting the bid.</p> <p>3). &amp; 4). &amp; 6). Same will be as per extant policy of CIL/MoC.</p> <p>5). Coal field have been indicated by CIL/MoC. The information as provided by CIL/MoC is incorporated in the RfS. Further, the coal would be sourced from the mines within the same coal field. This variation has to be built in the quoted tariff.</p>

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		<p>4) GCV loss due to ADB &amp; ARB loss, transit loss, and adjustment in calorific value for 85 Kcal on account of storage loss is allowed?</p> <p>5) Please share the mine wise expected coal allocation for both Talcher and IB field to calculate the transportation component of tariff.</p> <p>6) After execution of FSA, generally CIL offers coal by rail under Linkage SHAKTI B(iii). So, under SHAKTI B (v) as well CIL will offer 100% by rail only or not?</p> <p>7) For the purpose of quoting tariff bidder should consider actual heat rate or as mentioned in the CEA ACQ norms dtd.01.04.2019 as per the respective unit size?</p>						
1.1.2	<p>..... ..... Brief particulars of the Supply of Electricity are as follows:</p> <table><tr><td>Requisition</td><td>Capacity Required (in MW)</td></tr><tr><td rowspan="2">RTC</td><td>4500 (Gross) (For Calculation of quantity of coal)</td></tr><tr><td>4178</td></tr></table>	Requisition	Capacity Required (in MW)	RTC	4500 (Gross) (For Calculation of quantity of coal)	4178	<p>Please Clarify below points:</p> <p>1) We understand that the coal quantity which will be allocated to the Successful Bidder shall be based upon the Gross Capacity i.e., 4500 MW. However, the statements mentioned in the point A &amp; B of clause 1.1.2 seems contradictory.</p> <p>2) The present coal quantity of 24 MTPA ([4500 x 5335]/10^6) is calculated considering unit 250 MW and above unit being subcritical.</p> <p>Will the allocation of coal to successful bidder shall be as per the CEA ACQ 2019 norms</p>	<p>1). The quantity of coal is calculated on basis of Gross and Contracted capacity.</p> <p>2). &amp; 3). The information as provided by CEA is incorporated in the RfS.</p> <p>4). Coal transportation shall be paid to Generators as per terms of PPA.</p>
Requisition	Capacity Required (in MW)							
RTC	4500 (Gross) (For Calculation of quantity of coal)							
	4178							

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			(Contracted Capacity at Delivery Point for quoting Tariff)	<p>depending upon the unit size and unit being subcritical / supper critical?</p> <p>Further, in case of super critical units having MDBFP the coal allocation shall be considering heat rate of 2200 or 2250 kcal/kWh?</p> <p>3) we understand that coal linkage of 24 MTPA is excluding transit and handling loss. So, will the successful bidder allocated coal towards transit and handling loss depending upon whether it is pit head or non-pit head?</p> <p>4) Will the linkage coal be provided through rail and / road mode? In case of road mode how should bidder capture the transportation cost through road mode as document only talks about the railway freight?</p>	
	<p>B. Brief particulars of the Coal Linkage are as follows: ..... .....</p> <p>Note: 2. Transmission losses is not considered. <b>Coal req. has been worked out considering Contracted Capacity at Ex bus bar of TPS.</b></p>				
1.1.2	G-13 Coal is indicated from MCL.			<p>Details of mines from Talchar/IB Valley.</p> <p>If there is any grade slippage, will any adjustment on account of Grade Slippage?</p>	<p>The coal would be sourced from the mines within the same coal field. This variation has to be built in the quoted tariff.</p> <p>In case of Grade Slippage, same will be as per extant policy of CIL/MoC.</p>
1.1.2.B –	<b>Brief particulars of the Coal Linkage</b>			Kindly allow comments/queries to be submitted on Coal mines details after the revealing the coal mine details.	Coal field have been indicated by CIL/MoC. The information as provided by CIL/MoC is incorporated in the RfS.



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1.1.2.B –	<b>Indicated Coal is from two mines</b> 1. Talchar 2. IB Valley	<p>Kindly confirm, we shall be receiving G13 Grade only?</p> <p>Pl confirm the transportation of coal from IB Valley is through Rail Mode only not RCR.</p>	<p>The information as provided by CIL/MoC is incorporated in the RfS.</p>
1.1.2. B – <b>Note:</b> <b>Point 3</b>	<p>CEA ACQ norms dated 01.04.2019 has been considered for calculation.</p>	<p>CEA ACQ norms 2021 shall be allowed while calculation.</p> <p>Annual Coal Consumption at 85% of the PLF is given 5335 Tonnes per MW per Annum as per the CEA norms dated 01.04.2019. Further the aforesaid CEA document states that the transit and handling loss as prescribed in Central Electricity Regulatory Commission (Terms &amp; Condition of Tariff) Regulation, 2019 which is 0.2% for Pit head plant and 0.8% for non-pit head plant shall be given over and above the Annual Coal Consumption at 85% of the PLF i.e. 5335 Tonnes per MW per Annum as mentioned in CEA norms dated 01.04.2019. After considering the transit and handling loss the Annual coal consumption at 85% of the PLF would be 5346 Tonnes per MW per Annum for Pithead and 5378 Tonnes per MW per Annum for Non-Pithead. So the transit and handling loss shall be given to supplier.</p>	<p>The information as provided by CEA is incorporated in the RfS.</p>

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Clause No.	Existing Provision	Clarification Required	PFCCL Response
1.1.2	<p>Note:</p> <p>1. Auxilliary Power Consumption considered (in %) as per CERC Tariff Regulation 2019-2024 : 7.125</p> <p>2. Transmission losses is not considered. Coal req. has been worked out considering Contracted Capacity at Ex bus bar of TPS</p> <p>3. CEA ACQ norms dated 01.04.2019 has been considered for calculation.</p>	<p>The PFFCL/ Authorised Representative has not mentioned in the Bid Document(s) on SHR and whether, it shall be gross SHR or net SHR? Please clarify if the SHR to be considered as per CERC norms. Further SHR to be taken on a <b>“gross” or “net” basis.</b></p>	<p>Bidder has to assess the same while submitting the bid.</p>
1.1.2 A Note 1	<p>Auxiliary power consumption considered in (%) as per CERC tariff 2019-24: 7.125%.</p>	<p>As per Clause 49 E (ii) of CERC tariff regulation 2019-24 Auxiliary consumption Thermal power plants 300MW and above with steam driven boiler feed pumps and Natural draft cooling tower auxiliary power consumption is 5.75% plus 0.5% for induced draft cooling tower and 0.8% for tube type coal mills = 7.125%. For Thermal power plants like RKM Pvt Ltd having unit generation capacity 300MW and above with Motor driven boiler feed pumps the auxiliary consumption is 8.0% plus 0.5% for induced draft cooling tower = 8.5%. Please clarify and amend the above mentioned RFS clause suitably.</p>	<p>The information as provided by CEA is incorporated in the RfS.</p>
1.1.2 B	<p>Auxilliary Power Consumption considered (in %) as per CERC Tariff Regulation 2019- 2024 : 7.125</p>	<p>Auxillary Power consumption is considered as 7.125 as per CERC. <b>This is 8.5 to 9% so Please clarify</b></p>	<p>The information as provided by CEA is incorporated in the RfS.</p>

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<b>1.1.2 A Note 2</b>	Transmission losses is not considered. Coal req. has been worked out considering Contracted Capacity at Ex bus bar of TPS.	As per National Load Despatch Center Transmission loss is around 3 to 4% for March 2023-April 2023. Net Power plus transmission loss must be made available at Ex Bus of TPS to supply the Net Power required at delivery point. If not considered will result in short supply of coal required. Please clarify and amend the above mentioned RFS clause.	The information as provided by CEA is incorporated in the RfS.
<b>1.1.5</b>	100 MW	It is requested to modify the minimum quantum to be allowed to bid as 50 MW.	No change is envisaged.
<b>1.2.2</b>	Prior to submission of the Application, the Bidder shall pay to the Authorised Representative a sum of Rs 5,00,000 (Rupees Five Lakhs only) plus applicable taxes as indicated above, as the cost of the Bidding Process.	Please mention the applicable taxes <b>if any</b> .	Presently, the applicable GST rate is 18%.
<b>1.2.2</b>	As per clause 1.2.2 of the RFS, the bidder needs to pay an amount of Rs. 5,00,000/- plus GST(Non-refundable) as a bid qualification fee to M/s. PFC.	As the power plants are in severe cash crunch requesting you to reduce the fees to Rs. 50,000/- (Fifty Thousand only) plus GST.	No change is envisaged.
<b>1.2.4</b>	All the Applicants would be able to participate in the e-Bidding events on making payment of the requisite fees of Rs. 8000 (Rupees Eight Thousand) per MW, to the Authorized Representative to participate in the e-Bidding event.	<p>Please clarify if Rs 8000 per MW is to be calculated on required quantum as per tender or offered quantum by Bidder.</p> <p>As Bidders are required to submit bid for both the sources of coal namely Talcher and IB Valley areas of MCL please clarify if Bidders can offer</p>	<p>The requisite fees to be submitted based on the offered quantity against the Gross Capacity.</p> <p>Bidder can submit bid source wise for the united capacity.</p>

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		the same quantum of power for both the sources. As the quantum of power offered is same is it sufficient if the Bidders pay e Bidding Fees and Bid security only once.	The requisite fees to be submitted based on the offered quantity against the Gross Capacity
1.2.4	All the Applicants would be able to participate in the e-Bidding events on making payment of the requisite fees of Rs. 8000 (Rupees Eight Thousand) per MW, to the Authorized Representative to participate in the e-Bidding event. The requisite fee plus applicable taxes shall be deposited to Authorized Representative through identified mode of payment. All the Applicants are requested to submit the vendor form along with the supporting documents in the format at Appendix-V.	Please confirm the details of the account to which this fee is payable.	Please refer to Clause 1.2.2 of RfS.
1.2.4	All the Applicants would be able to participate in the e-Bidding events on making payment of the requisite fees of Rs. 8000 (Rupees Eight Thousand) per MW, to the Authorized Representative to participate in the e-Bidding event.	Please clarify the requisite fees to be submitted based on the offered quantity.	The requisite fees to be submitted based on the offered quantity against the Gross Capacity.  No change is envisaged.
1.2.4	All the Applicants would be able to participate in the e-Bidding events on making payment of the requisite fees of Rs. 8000 (Rupees Eight Thousand)	It is understood that requisite fees is equivalent to Rs. 8000 (Rupees Eight Thousand) per MW of maximum capacity to be offered by the Bidder. Kindly Confirm.	The requisite fees to be submitted based on the offered quantity against the Gross Capacity.

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	per MW, to the Authorized Representative to participate in the e-Bidding event. The requisite fee plus applicable taxes shall be deposited to Authorized Representative through identified mode of payment.		
1.2.4 & 1.2.5	As per clause 1.2.4 & 1.2.5 of the RFS, the bidder needs to pay an amount of Rs. 8,000 per MW plus GST as a E-bidding fee(Refundable) to M/s. PFC.	As the power plants are in severe cash crunch requesting you to reduce the fees to Rs.800 per MW plus GST to enable more bidders to participate.	No change is envisaged.
1.2.5	After the completion of the Bidding Process, i.e. issuance of LoA to Selected Bidder (s) 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.....	Please mention the applicable taxes <b>if any</b> .	Presently, the applicable GST rate is 18%.
1.2.11	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"), either through NEFT/RTGS transfer in the account of the Authorised Representative as specified under Clause 1.2.2 of RfS, or in the form of a bank guarantee or e-bank guarantee issued by a nationalized bank, or a	Bidder can submit Security Deposit in the form of BG or e-bank guarantee issued by Nationalized Bank or Scheduled Bank- <b>IEPL has a bank account in "The Maharashtra State Cooperative Bank Ltd"</b> which is <b>scheduled</b> bank. Kindly confirm whether the BG of this bank is acceptable.	Definition of Scheduled Bank is provided in the RfS. Further, it is requested to confirm the same from your bank.

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	Scheduled Bank in India having a net worth of at least Rs. 1,000 crore (Rs. one thousand crore), in favour of the Authorised Representative in the format at Appendix-III (the "Bank Guarantee")		
1.2.11	As per clause 1.2.11 of the RFS, the bidder needs to furnish bid security of Rs.5,00,000 per MW for the quantum desire to participate.	As the power plants are in severe cash crunch, requesting you to reduce the bid security to Rs.1,00,000 per MW to enable more bidders to participate.	No change is envisaged.
1.2.12	The Bid evaluation shall be done coal source wise with bucket filling approach.	"We understand that single supplier can participate for multiple coal sources.  Also, may clarify whether in bucket filling methodology, power will be allocated to all utilities on pro-rata basis or power can be allotted to any particular Discom in full."	Yes, the bidding would be conducted coal source wise.  The power would be allocated to all participating utilities on pro-rata basis.
1.2.13	The list of Shortlisted Bidders for consideration of evaluation for a source shall be arrived at by considering the last Bidder whose Bid is less than or equal to 110% of bid (total quoted Tariff in Rs/kWh) of the L1 Bidder for that source.	Clause is not clear. Kindly clarify	The bidder may please refer to Section 4 of RfS for further clarification.

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1.2.13	The list of Shortlisted Bidders for consideration of evaluation for a source shall be arrived at by considering the last Bidder whose Bid is less than or equal to 110% of bid (total quoted Tariff in Rs/kWh) of the L1 Bidder for that source.	Criteria of selecting the last bidder whose bid is less than 110% of total tariff may be removed.	No change is envisaged.
1.2.13	The list of Shortlisted Bidders for consideration of evaluation for a source shall be arrived at by considering the last Bidder whose Bid is less than or equal to 110% of bid (total quoted Tariff in Rs/kWh) of the L1 Bidder for that source.	<p>The clause 1.2.13 and 4.2 are not aligned.</p> <p>We understand, final selection of bidders to be done as per clause 1.2.13 i.e on whose bid is less than or equal to 110% of Total quoted Tariff in Rs/kWh.</p> <p>Kindly confirm and suitably rectify.</p>	<p>Clause 4.2 may be read as</p> <p><i>"The list of Qualified Bidders for consideration of evaluation for a coal source shall be arrived at by considering the last Bidder whose bid is less than or equal to 110% of bid (total quoted Tariff in Rs/kWh) of the L1 bidder for that source."</i></p>
1.2.13	The list of Shortlisted Bidders for consideration of evaluation for a source shall be arrived at by considering the last Bidder whose Bid is less than or equal to 110% of bid (total quoted Tariff in Rs/kWh) of the L1 Bidder for that source.	The list of Shortlisted Bidders for consideration of evaluation for a source shall be arrived at by considering the last Bidder whose Bid is less than or equal to <del>110%</del> <b>200%</b> of bid (total quoted Tariff in Rs/kWh) of the L1 Bidder for that source.	No change is envisaged.
1.2.14	The bids shall be evaluated source wise starting with the source with higher quantity of coal. In case two sources have equal coal quantity, the source having the lowest average price per kWh quoted by the Bidders shall be taken up first.	"As per this clause, we understand that the evaluation will first start with Talcher field as it is the source having higher quantity of coal under this tender. Please confirm our above understanding.	Understanding is correct.

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Clause No.	Existing Provision	Clarification Required	PFCCL Response
1.2.15	The Lowest Bidder for a source shall be allocated maximum coal from that source subject to coal quantity commensurate with the capacity offered by that Bidder. Thereafter, if further quantity of coal is available in that source, quantity offered by the next Lowest Bidder after L1 shall be exhausted. This will continue for remaining Bidders until the last Qualified Bidder or the source quantity is exhausted, whichever is earlier. If any Bidder has spare capacity after exhaustion of a source, it shall be considered for shortlisting in other sources also for the balance capacity.	It is suggested that the final coal allocation should be based on the coal source which is nearer to the project site.	The allocation of coal will be based on the offer submitted for the particular coal source.
1.2.15	The Lowest Bidder for a source shall be allocated maximum coal from that source subject to coal quantity commensurate with the capacity offered by that Bidder. Thereafter, if further quantity of coal is available in that source, quantity offered by the next Lowest Bidder after L1 shall be exhausted. This will continue for remaining Bidders until the last Qualified Bidder or the source quantity is exhausted, whichever is	<p>As we understand, the bid evaluation shall be done coal source wise basis and every bidder will have different cost of transportations from different fuel source.</p> <p>Please clarify, how the spare capacity of the bidder and Tariff quoted will be treated while being shortlisted in other sources for balance capacity?</p> <p>The same may not be viable for bidder, and the clause may kindly be reviewed.</p>	<p>The Bidder has to submit the bid source-wise after ascertaining its viability.</p> <p>Further, the bidder can bid in both the sources provided that the sum of the offered quantity in both the sources shall be at-least or equal to the untied capacity.</p>



Response to the queries raised by prospective bidders for bidding under SHAKTI B (v) - RfS

Clause No.	Existing Provision	Clarification Required	PFCL Response
	earlier. <b>If any Bidder has spare capacity after exhaustion of a source, it shall be considered for shortlisting in other sources also for the balance capacity.</b>	Kindly elaborate/modify, as may deem fit	
1.2.17	After the entire process, the constraint for minimum offer quantity shall be checked against all the Selected Bidders. In case any Bidder is allocated a total quantity which is less than its minimum offered quantity, the coal allocation to such Bidder shall not be considered and aggregate quantity of power procurement shall get modified to that extent.	Please clarify, whether the said methodology shall be applied after allocation from each coal source or after the allocation from all the coal sources against which the bidder has submitted the application.	The allocation shall be made to the successful bidder after allocation from all the coal sources.
1.2.22	<p>The Bidder shall quote a Tariff comprising of Base Fixed Charge and Base Variable Charge for each source of coal. The cost of Fuel and the transportation/transit thereof, shall form part of the Base Variable Charge.</p> <p>The Base Fixed Charge specified in the bid shall be in the range of 35% to 50% of the quoted Tariff. The Bid for the Project shall, therefore, comprise the Base Fixed Charge and the Base Variable Charge and the Bidder seeking the lowest Tariff shall be the</p>	<p>It may be noted that the Generating Plants with low Base Variable Charges, attributed to factors such as low ECR and low transportation Charge (in the case of plants near to coal sources), has no option other than to quote low Base Fixed Charge as well and on other hand the plant which has high Base Variable Cost have advantage to quote high Base Fixed Charge. This is irrational and unfair.</p> <p>Instead of incentivizing plants with low Base Variable Cost, the current clause is penalizing them through a capping on Fixed Charge.</p>	No change is envisaged.

Response to the queries raised by prospective bidders for bidding under SHAKTI B (v) - RfS

Clause No.	Existing Provision	Clarification Required	PFCCCL Response
	Selected Bidder. Responsibility for arranging access, payment of transmission charges and for bearing losses in respect of inter-state transmission shall be that of the Utility. Responsibility for arranging access, payment of transmission charges and for bearing losses in respect of intra-state transmission shall be that of the Supplier.	It is requested to reconsider and remove this clause in order to encourage the fair competitive bids irrespective of the Base Variable Cost.	
1.2.22	The Base Fixed Charge specified in the bid shall be in the range of <b>35% to 50% of the quoted Tariff</b> . The Bid for the Project shall ,.....	The Base Fixed Charge and <b><u>Base Variable Charge</u></b> specified in the bid shall be <b>at least in the range of 35% to 50%</b> of the quoted Tariff. The Bid for the Project shall,.....	No change is envisaged.
1.2.22	The Bidder shall quote a Tariff comprising of Base Fixed Charge and Base Variable Charge for each source of coal. The cost of Fuel and the transportation/transit thereof, shall form part of the Base Variable Charge.  The Base Fixed Charge specified in the bid shall be in the range of 35% to 50% of the quoted Tariff. The Bid for the Project shall, therefore, comprise the Base Fixed Charge and the Base Variable Charge and the Bidder seeking the lowest Tariff shall be the	Please clarify for how many source of coal a single bidder may participate in the bid. Also please allow bidder to choose the coal mines of their own choice.  Further, locking the range of Fixed charge to the tune of 35% to 50% will bring difficulty in computation of FC and VC. So, the range of FC should be enhanced to 35% to 60%.	Bidder can participate in both the coal source. However, the sum of the offered quantity in both the sources shall be at-least or equal to the untied capacity.  No change is envisaged.

Response to the queries raised by prospective bidders for bidding under SHAKTI B (v) - RfS

Clause No.	Existing Provision	Clarification Required	PFCCL Response
	<p>Selected Bidder. Responsibility for arranging access, payment of transmission charges and for bearing losses in respect of inter-state transmission shall be that of the Utility. Responsibility for arranging access, payment of transmission charges and for bearing losses in respect of intra-state transmission shall be that of the Supplier.</p>		
1.2.22	<p>.....</p> <p>The Base Fixed Charge specified in the bid shall be in the range of 35% to 50% of the quoted Tariff. The Bid for the Project shall, therefore, comprise the Base Fixed Charge and the Base Variable Charge and the Bidder seeking the lowest Tariff shall be the Selected Bidder. Responsibility for arranging access, payment of transmission charges and for bearing losses in respect of inter-state transmission shall be that of the Utility. Responsibility for arranging access, payment of transmission charges and for bearing losses in respect of intra-state transmission shall be that of the Supplier.</p>	<p>As Every Power Generation Project has its own economics and hence different tariff structure (Fixed charge and variable charge).It is requested to remove the fixed charge capping of 50% of quoted tariff.</p>	<p>No change is envisaged.</p>

Response to the queries raised by prospective bidders for bidding under SHAKTI B (v) - RfS

Clause No.	Existing Provision	Clarification Required	PFCCL Response						
1.2.22	The Bidder shall quote a Tariff comprising of Base Fixed Charge and Base Variable Charge for each source of coal. The cost of Fuel and the transportation/transit thereof, shall form part of the Base Variable Charge.	Please clarify the treatment of Washery charges and in which head shall it too be considered.	Bidder has to assess the same while submitting the bid. Cost of Washery charges, if envisaged by the Bidder, has to be built in the tariff.						
1.3	Schedule of Bidding Process: <table><tr><td>Event</td><td>Date</td></tr><tr><td>Response to queries latest by the Applicants</td><td>5 June, 2023</td></tr><tr><td>Bid Due Date</td><td>15 June, 2023</td></tr></table>	Event	Date	Response to queries latest by the Applicants	5 June, 2023	Bid Due Date	15 June, 2023	The bidders will require at least 15 working days after Utility respond to their queries. Further, details on coal linkage are yet to be provided by “Authorised Representative”.  Bidders decides the bid preparation based on the queries resolved and all information provided by “Authorised Representative”. Hence, the bid submission date may be extended accordingly to provide sufficient time to bidders for bid preparation.	Please refer Corrigendum 1.
Event	Date								
Response to queries latest by the Applicants	5 June, 2023								
Bid Due Date	15 June, 2023								
1.3	Schedule of Bidding Process: <table><tr><td>Event</td><td>Date</td></tr><tr><td>Response to queries latest by the Applicants</td><td>5 June, 2023</td></tr><tr><td>Bid Due Date</td><td>15 June, 2023</td></tr></table>	Event	Date	Response to queries latest by the Applicants	5 June, 2023	Bid Due Date	15 June, 2023	Our Company has to take approvals having financial impact(s) from our Lead Lender(s) on of which is from outside India, so we require atleast 20 working days after the clarification of the bids & its bid document(s) by PFFCL/ Utility(s). Further, details on mine(s) wise Source of coal linkage are yet to be provided by “Authorised Representative”.  In view of the above we request that the bid submission date may be extended accordingly to	Please refer Corrigendum 1.
Event	Date								
Response to queries latest by the Applicants	5 June, 2023								
Bid Due Date	15 June, 2023								

Response to the queries raised by prospective bidders for bidding under SHAKTI B (v) - RfS

Clause No.	Existing Provision	Clarification Required	PFCCL Response
		provide sufficient time to bidders for bid preparation.	
2.2		<p>Can any bidder (single entity) bid from two plants which are physically separate and connected with CTU with two separate interconnecting lines?</p> <p>If any bidder (Single entity) bid from two plants (which schedules power separately at LDC) in a combined way?</p>	Bidder can submit two separate applications for separate power stations indicating separate tariffs through different logins. However, Bidder has to fulfil the qualifying criteria separately for both the power stations.
2.2.2	To be eligible for pre-qualification and short-listing, an Applicant shall fulfil the following condition of eligibility: (A) Technical Capacity: For demonstrating technical capacity and experience (the "Technical Capacity"), the Applicant shall own and operate power generating station(s) having an installed capacity at least equivalent to the <b>untied capacity for which the Applicant is willing to Bid.</b>	Please clarify whether the untied capacity should be on bid due date or supply commencement date i.e. 01.09.2023.	The untied capacity shall be on the bid due date.
2.2.6	An Applicant 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	<p>In case of any stressed asset/NPA acquired by the Bidder through NCLT or Lenders, then the clause 2.2.6 is not applicable.</p> <p>Kindly confirm.</p>	The same has been clarified in Clause 2.2.6 of RfS.

Response to the queries raised by prospective bidders for bidding under SHAKTI B (v) - RfS

Clause No.	Existing Provision	Clarification Required	PFCCCL Response
	award against the Applicant nor has been expelled.....		
2.2.9	Notwithstanding anything to the contrary contained herein, in the event that the Bid Due Date falls within three months of the closing of the latest financial year of a Bidder, <b>it shall ignore such financial year for the purposes of its Application and furnish all its information and certification with reference to the 1 (one) years, preceding its latest financial year.</b>	It is requested to waive off this condition for stressed assets which are recently acquired.	Bidder has to submit the order of NCLT for acquiring the said project in FY 22-23.
2.3	Number of Applications and Costs thereof: 2.3.1 No Applicant shall submit more than one Application for Supply of Electricity.	Can a Company owing Two (2) power projects submit 2 separate bids for supply of power from these projects.  Kindly confirm.  Further, in case of a company owing multiple power plants, flexibility/provision to identify/firm up source of supply at a later stage may also be included.	Bidder can submit two separate applications for separate power stations indicating separate tariffs through different logins. However, Bidder has to fulfil the qualifying criteria separately for both the power stations.  Further, the Bidder has to inform the source of supply while submitting the bid.
2.3.1	No Applicant shall submit more than one Application for Supply of Electricity	If the said clause is retained as it is, then please clarify below points: -  (i) We understand that single applicant can bid for multiple mines in a single application.	i). Yes, the bidder could submit a single application indicating separate tariffs (coal source wise)  ii). Bidder can submit two separate applications for separate power stations indicating separate tariffs

Response to the queries raised by prospective bidders for bidding under SHAKTI B (v) - RfS

Clause No.	Existing Provision	Clarification Required	PFCCL Response
		(ii) Suppose a Bidder owns and operates more than one power station, then can the Bidder participate in the tender offering power from more than one power station.	through different logins. However, Bidder has to fulfil the qualifying criteria separately for both the power stations.
2.11.3	For the documents uploaded online, the Application shall be typed or written in indelible ink. It shall be signed by the authorized signatory of the Applicant who shall also initial each page (including each Appendix and Annex) in blue ink. In case of printed and published documents, only the cover shall be initialed. All the alterations, omissions, additions or any other amendments made to the Application shall be initialed by the person(s) signing the Application/Bid. The Application shall contain page numbers.	It is requested to allow bidder to submit the digitally signed copy of RFS and PPA as it is time consuming to initial each page and prepare soft copy for uploading on DEEP Portal of such large documents.	Digital signature of the Authorized Signatory shall be allowed. However, the same should be ascertained through Board Resolution.
2.12.2 (vii)	NCLT order under IBC for acquiring Power Station for the Bidder who has acquired the stressed project/Non Performing Assets (NPA) through NCLT	<p>"We understand this requirement is only applicable for those projects which are under resolution through NCLT route and where NCLT has issued the order but the final takeover is pending. Please confirm our understanding.</p> <p>Also, please confirm the project already resolved and taken over NCLT route would not be required to submit NCLT order."</p>	Bidder has to submit the order of NCLT for acquiring the said project.

Response to the queries raised by prospective bidders for bidding under SHAKTI B (v) - RfS

Clause No.	Existing Provision	Clarification Required	PFCCL Response
2.17	Information relating to the examination, clarification, evaluation, and recommendation for the short-listed pre-qualified Applicant(s) shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Authorised Representative in relation to, or matters arising out of, or concerning the Bidding Process. The Authorised Representative will treat all information, submitted as part of Application and Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The Authorised Representative may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the Authorised Representative or as may be required by law or in connection with any legal 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.	The following are legal, financial or technical adviser of the nodal agency: 1. M/s Deloitte Touche Tohmatsu India LLP 2. M/s Singhania & Partners
2.18.1	.....	Please clarify below points:-	May kindly refer but not limited to Clause 26 of draft PPA (Definition of Capacity Certificate).



Response to the queries raised by prospective bidders for bidding under SHAKTI B (v) - RfS

Clause No.	Existing Provision	Clarification Required	PFCCCL Response
	<p>(j) submitted the Capacity Certificate and evidence of the capacity of the Power Station;</p> <p>(k) it contains the Pre-Contract Integrity Pact as per format provided in Appendix IV; .....</p>	<p>(1) what needs to be mentioned in the Capacity Certificate.</p> <p>(2) When will the Pre-Contract Integrity Pact signed between Authorised Signatory and Bidders?</p>	<p>The Bidder shall submit the Pre-Contract Integrity Pact signed by its Authorised Representative along with the bid.</p>
4	Selection of Bidder	L1 shall be selected on the basis of Lowest tariff quotation not based on the quantum/quantity of coal.	<p>May kindly refer but not limited to Clause 1.2.23 of RfS.</p> <p>“The Bid for the Project shall, therefore, comprise the Base Fixed Charge and the Base Variable Charge and the Bidder seeking the lowest Tariff shall be the Selected Bidder.”</p>
4.2	The list of Qualified Bidders for consideration of evaluation for a coal source shall be arrived at by considering the last Bidder whose Bid is less than or equal to 110% of Fixed Charge plus fuel component of Variable charge of the L1 Bidder for that coal source.	<p>1. It is requested to clarify the terminology to be considered from below:</p> <p>a) (110% of Fixed Charge) + fuel component of Variable charge</p> <p>Or</p> <p>b) 110% of (Fixed Charge + fuel component of Variable charge)</p> <p>2. Every Power Generation Project has its own economics and hence different tariff structure (Fixed charge and variable charge).</p>	<p>The provision is as per the Guidelines under Section 63 of the Electricity Act, 2003 for procurement of power on FOO basis under para B(v) of the SHAKTI Policy issued on 20.10.2022 by MoP and amendments thereof.</p>

Response to the queries raised by prospective bidders for bidding under SHAKTI B (v) - RfS

Clause No.	Existing Provision	Clarification Required	PFCL Response
		<p>3. In the event L1 fails to supply power, the utility would have the option to procure power from other evaluated sources.</p> <p>Therefore, it is requested to delete the evaluation criteria as the same would have no bearing on the utility.</p>	
4.2	<p><b>Selection of Bidder</b></p> <p>The list of Qualified Bidders for consideration of evaluation for a coal source shall be arrived at by considering the last Bidder whose Bid is less than or equal to 110% of Fixed Charge plus fuel component of Variable charge of the L1 Bidder for that coal source.</p>	<p>The clause 1.2.13 and 4.2 are not aligned.</p> <p>We understand, final selection of bidders to be done as per clause 1.2.13 i.e on whose bid is less than or equal to 110% of Total quoted Tariff in Rs/kWh.</p> <p>Kindly confirm and suitably rectify.</p>	<p>Clause 4.2 may be read as</p> <p><i>"The list of Qualified Bidders for consideration of evaluation for a coal source shall be arrived at by considering the last Bidder whose bid is less than or equal to 110% of bid (total quoted Tariff in Rs/kWh) of the L1 bidder for that source".</i></p>
4.2	<p>The list of Qualified Bidders for consideration of evaluation for a coal source shall be arrived at by considering the last Bidder <u>whose bid is less than or equal to 110% of bid (total quoted Tariff in Rs/kWh)</u> of the L1 bidder for that source</p>	<p>The PFCL will appreciate that each Power Generator participating the bid has its own locational &amp; economical constraints and paradigm of operation and which would be reflecting by means of bidding different tariff stream (Fixed charge and variable charge).</p> <p>Further, in the event L1 fails to supply power [which occurred on many instances in previous bid(s)], the utility would have the option to procure power from other qualified bidders if this consideration band-width of 110% is dropped. Therefore, it is requested to please delete the</p>	<p>No change is envisaged.</p>

Response to the queries raised by prospective bidders for bidding under SHAKTI B (v) - RfS

Clause No.	Existing Provision	Clarification Required	PFCL Response
		evaluation criteria as the same would have no bearing on the utility.	
4.2	The list of Qualified Bidders for consideration of evaluation for coal source shall be arrived at by considering the last Bidder whose Bid is less than or equal to 110% of Fixed Charge plus fuel component of Variable charge of L1 Bidder for that coal source.	While considering Selection of Bidder for Talcher area mines it is suggested that Fixed cost plus only Coal cost of Fuel component should be considered for selection criteria as variation in transport cost due to variation of distance of mine from plant of various Bidders will be eliminated and possibility of Selection of more Bidders will become possible. Last Tender it may be recalled that only one Bidder was qualified for Talcher area mines and Tender was cancelled. However for evaluation of Bids total cost may be considered.	No change is envisaged.
4.3	The minimum number of qualified bidders against each source shall be at least two. If, in case of a particular source, it is found that only 1 (one) bidder has offered bid, the Authorised Representative may cancel the bidding process for such source and shall proceed with selection of bidders for other sources.	It will be unfair to cancel the bidding process for such coal as the focus of the competitive bidding is for discovery of Lowest Tariff. So, the Authorised representative shall evaluate the bid process based on tariff irrespective of source.  For eg. If "A" bidder bid for Talcher at Rs.4.00 per unit  And "B", "C" and "D" bidder bid for IB valley at Rs. 5.00 per unit	No change is envisaged.

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Clause No.	Existing Provision	Clarification Required	PFCCCL Response
		In such case it will be unfair to cancel the bid of "A" due to single bidder against the source who quoted the lowest and competitive tariff.	
4.11	The coal allocated for the purposes of the Project would be either from a single source (coal field) or from multiple sources.	Request to kindly elaborate the bid provision by the way of example, as may deem fit.	May kindly refer but not limited to Clause 4.5 of RfS.
4.11	"The coal allocated for the purposes of the Project would be either from a single source (coal field) or from multiple sources."	"In case, coal is allocated from multiple sources to the successful bidder, it is requested to clarify the price bid evaluation criteria in such case."	The provision is as per the Guidelines under Section 63 of the Electricity Act, 2003 for procurement of power on FOO basis under para B(v) of the SHAKTI Policy issued on 20.10.2022 by MoP and amendments thereof.
4.12.1	The Capacity of each Successful Bidder shall be allocated amongst various states on proportionate basis. By way of illustration, if aggregate power requirement is 1000 MW (State A: 500 MW, State B: 200 MW and State C:300 MW) and there are two successful bidders (B1: 600 MW and B2:400 MW), State A will get 300 MW (=600x 500/1000) from B1 and 200 MW (=400 x500/1000) from B2. Similar, capacity allocations shall be made for each participating state from each Successful Bidder.	This allocation process shall be cumbersome for states as well as bidders with small quantum i.e. 100 - 200 MW as they have to manage multiple PPAs for small allocated capacities ranging from 20 to 40 MW.  Thus, it is requested that Capacity of Successful Bidders to be allocated on state wise bucket filling approach and at least 100 MW to single utility instead of proportionate basis.	The provision is as per the Guidelines under Section 63 of the Electricity Act, 2003 for procurement of power on FOO basis under para B(v) of the SHAKTI Policy issued on 20.10.2022 by MoP and amendments thereof
4.12.1	The Capacity of each Successful Bidder shall be allocated amongst various states on proportionate basis. By way	This methodology for power quantum allocation within the utility(s), may seems to be fair primarily, but during the operation process it	The provision is as per the Guidelines under Section 63 of the Electricity Act, 2003 for procurement of power on FOO basis under

Response to the queries raised by prospective bidders for bidding under SHAKTI B (v) - RfS

Clause No.	Existing Provision	Clarification Required	PFCCCL Response
	of illustration, if aggregate power requirement is 1000 MW (State A: 500 MW, State B: 200 MW and State C:300 MW) and there are two successful bidders (B1: 600 MW and B2:400 MW), State A will get 300 MW (=600x 500/1000) from B1 and 200 MW (=400 x500/1000) from B2. Similar, capacity allocations shall be made for each participating state from each Successful Bidder.	<p>shall be become highly cumbersome, especially when the bidder(s) are quoting small quantum i.e. 100 MW or so, as they have to manage multiple PPA(s) for 20 to 40 MW. <i>Further, minimum quantum for seeking MTOA/ LTOA is 50 MW by CTUIL, thus PFCCCL shall take into consideration the allocation of Power to the utility(s) not to fall below CTUIL 50 MW threshold quantum for seeking Open access to inter-state Transmission system.</i></p> <p>Thus, it is requested that the capacity allocation of Successful Bidders to be allocated among state utility(s) as per bucket filling approach in multiples of 50 MW and more instead of proportionate basis.</p>	para B(v) of the SHAKTI Policy issued on 20.10.2022 by MoP and amendments thereof.
4.12.1	The Capacity of each Successful Bidder shall be allocated amongst various States of proportionate basis	It is suggested that if Capacity of each Successful Bidder is allocated on the basis of proximity to State, then transmission charges payable can be reduced.	No change is envisaged.
4.7 And APPEN DIX – I	4.7 After the entire process, the constraint for minimum offer quantity shall be checked against all the successful bidders. In case any bidder is allocated a total quantity which is less than its minimum offered quantity, the allocation to such bidder shall not be considered and aggregate quantity of	It is requested to allow bidders to mention their minimum offered quantity as per their discretion in conformation to Clause 4.7 of the Bidding Document.	No change is envisaged.

Response to the queries raised by prospective bidders for bidding under SHAKTI B (v) - RfS

Clause No.	Existing Provision	Clarification Required	PFCCL Response
	<p>power procurement shall get modified to that extent.</p> <p>APPENDIX – I Point 17. I/We offer a Capacity of {...MW} from {Capacity, Name and address of the Project} which conforms to Clause 1.1.2 of the Bidding Document out of the Capacity Required of 4500 MW given under Clause 1.1.2 of the Bidding Document and minimum Capacity of <b>100 MW</b> which conforms to Clause 4.7 of the Bidding Document.</p>		
<p><b>RfS 4.7 and</b></p> <p><b>RfS APPENDIX – I</b></p>	<p>4.7 After the entire process, the constraint for minimum offer quantity shall be checked against all the successful bidders. In case any bidder is allocated a total quantity which is less than its minimum offered quantity, the allocation to such bidder shall not be considered and aggregate quantity of power procurement shall get modified to that extent.</p>	<p>It is requested to allow a chance to the identified bidder, if they want to agree to supply the balance available aggregate quantity being less than minimum offered quantity.</p>	<p>No change is envisaged.</p>
<p><b>6.1</b></p>	<p>A Pre-Application meeting of the interested parties shall be convened at the designated date, time and place. Only those persons who have registered at the DEEP Portal for participating in the Bidding Process</p>	<p>Please clarify where on DEEP portal bidders need to register for participation in Pre-application/ bid meeting.</p>	<p>Pre-application/ bid meeting has already been conducted on 06.06.2023 through VC.</p>

Response to the queries raised by prospective bidders for bidding under SHAKTI B (v) - RfS

Clause No.	Existing Provision	Clarification Required	PFCL Response
	shall be allowed to participate in the Pre-Application meeting.		
<b>Appendix I Sr.no-17 (Pg.no-39)</b>	I/We offer a Capacity of {...MW} from {Capacity, Name and address of the Project} which conforms to Clause 1.1.2 of the Bidding Document out of the Capacity Required of 4500 MW given under Clause 1.1.2 of the Bidding Document and minimum Capacity of 100 MW which conforms to Clause 4.7 of the Bidding Document.	Please clarify the offered capacity is Contracted Capacity or Gross capacity?	The offered capacity shall be Contracted Capacity. However, Bidder has to mention the Gross Capacity also.
<b>Appendix I – I</b>	<p><b>Letter Comprising the Application for Pre-Qualification</b></p> <p>22. I/ We hereby submit the following Bid and offer for each source of coal separately, on DEEP Portal, as on the Bid Due Date, in accordance with the provisions of the Bidding Documents</p> <p>A Tariff of Rs.... and paise ... (Rupees .. and paise ..) per kWh comprising</p> <p>a. Base Fixed Charge Rs.....and paise..... (Rupees ....and paise ....) per kWh;</p> <p>b. Base Variable Charge of Rs.....and paise .. (Rupees ..and paise..) per kWh including</p>	Since the bidding process is online and price bid has to be submitted on DEEP Portal, kindly confirm, if the price bid has to be mentioned in the referred clause as well.	Bidders are not required to fill any data in the hard copy & same needs to be filled on DEEP portal.

Response to the queries raised by prospective bidders for bidding under SHAKTI B (v) - RfS

Clause No.	Existing Provision	Clarification Required	PFCCL Response
	<p>i. Rs.. and paise.. (Rupees .. and paise ..) per kWh as the cost of fuel;</p> <p>ii. Rs.. and paise .. (Rupees .. and paise ..) per kWh as the cost of fuel transportation.</p>		
<p><b>RfS</b></p> <p><b>APPENDIX – I</b></p> <p><b>Letter Comprising the Application for Pre-Qualification</b></p>	<p>22. I/ We hereby submit the following Bid and offer for each source of coal separately, on DEEP Portal, as on the Bid Due Date, in accordance with the provisions of the Bidding Documents</p> <p>A Tariff of Rs.... and paise ... (Rupees .. and paise ..) per kWh comprising</p> <p>a. Base Fixed Charge Rs.....and paise..... (Rupees ....and paise ....) per kWh;</p> <p>b. 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 fuel;</p> <p>ii. Rs.. and paise .. (Rupees .. and paise ..) per kWh as the cost of fuel transportation.</p>	<p>As conveyed in the Bid document(s), the bidding process is to be carried out online and price bid has to be submitted on DEEP Portal, <u>kindly confirm, if the price bid has to be mentioned in the blanks (....) provided in the referred clause as well.</u></p> <p>As it will negate the two step bid evaluation process (Technical qualification &amp; Financial qualification), as the Appendix – I to be opened in stage-1 Technical qualification.</p>	<p>Bidders are not required to fill any data in the hard copy &amp; same needs to be filled on DEEP portal.</p>



Response to the queries raised by prospective bidders for bidding under SHAKTI B (v) - RfS

Clause No.	Existing Provision	Clarification Required	PFCCL Response
<b>Appendix I Sr.no-22</b>	I/ We hereby submit the following Bid and offer for each source of coal separately, on DEEP Portal, as on the Bid Due Date, in accordance with the provisions of the Bidding Documents.	<p>Please clarify below mentioned points:</p> <p>1) Bidders are not required to fill any data in the hard copy &amp; same needs to be filled on Deep portal.</p> <p>2) If the bidder wishes to submit bid for both coal sources, then by using single DSC it can quote tariff for both the coal sources on Deep portal.</p> <p>3) Please share the details of the coal mines from where coal is expected to be provided for quoting the transportation charges.</p>	<p>1). Bidders are not required to fill any data in the hard copy &amp; same needs to be filled on DEEP portal.</p> <p>2). Bidder can submit two separate applications indicating separate tariffs through different logins.</p> <p>3). Coal field have been indicated by CIL/MoC. The information as provided by CIL/MoC is incorporated in the RfS. Further, the coal would be sourced from the mines within the same coal field. This variation has to be built in the quoted tariff.</p>
<b>"Appendix I Sr.no-22"</b>	<p>"I/ We hereby submit the following Bid and offer for each source of coal separately, on DEEP Portal, as on the Bid Due Date, in accordance with the provisions of the Bidding Documents</p> <p>A Tariff of Rs.... and paise ... (Rupees .. and paise ..) per kWh comprising</p>	<p>"Please clarify that the prices are to be left blank in the hard copy as well as soft copy &amp; needs to be filled in DEEP Portal only.</p> <p>Also, please clarify that in the Deep portal bidder shall be allowed to quote tariff for each coal source.</p>	<p>Bidders are not required to fill any data in the hard copy &amp; same needs to be filled on Deep portal.</p> <p>Bidder can submit the tariff coal source-wise.</p> <p>Bidder has to assess the same while submitting the bid.</p>

Response to the queries raised by prospective bidders for bidding under SHAKTI B (v) - RfS

Clause No.	Existing Provision	Clarification Required	PFCCL Response
	<p>a. Base Fixed Charge Rs.....and paise..... (Rupees ....and paise ....) per kWh;</p> <p>b. 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 fuel;</p> <p>ii. Rs.. and paise .. (Rupees .. and paise ..) per kWh as the cost of fuel transportation."</p>	<p>It is also requested to clarify whether transit losses shall be incorporated in base variable charge and under which head."</p>	
<b>Appendix-I Pt. 5:</b>	<p>I/ We acknowledge the right of the Authorised Representative to reject our Application without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.</p>	<p>The reason/grounds for rejection of the bid should be disclosed. Furthermore, seeking waiver of the rights for any recourse from bidders is against the spirit of the competitive bid process.</p> <p>Hence, the clause may be reviewed and modified suitably.</p>	<p>No change is envisaged.</p>
<b>11</b>	<p><b>Validity</b></p> <p>The validity of this Integrity Pact shall be from date of its signing and upto 6 months from the date of signing of PPA. In case Bidder is unsuccessful, this Integrity Pact shall expire after 15 days from the date of signing of PPA.</p>	<p>For unsuccessful bidders, the validity of Integrity-pact may not be required to be till signing of the PPA for successful bidders.</p> <p>Hence, the Validity period of the Pact shall expire after 15 days from the publication/declaration of results/successful bidders.</p> <p>Kindly modify, as may deem fit.</p>	<p>No change is envisaged</p>

Response to the queries raised by prospective bidders for bidding under SHAKTI B (v) - PPA

Clause No.	Existing Provision	Clarification Required	PFCCL Response
<b>Response to the queries by prospective bidders for bidding under SHAKTI B (v) - PPA</b>			
	Name shown on cover page of Draft PPA is <b>Agreement for Procurement of Power.</b>	<del>Agreement for Procurement of Power</del> <b><u>Power Purchase Agreement.</u></b>	Kindly recheck the query on the cover page of the draft PPA " <b><i>Power Purchase Agreement</i></b> " is mentioned.
	The Nodal Agency on behalf of the Utility had accordingly invited proposals by its Request for Selection dated 21.11.2022 (the "Request for Selection" or "RfS") for short listing of Bidders who offer to supply electricity from power generating station, and had shortlisted certain Bidders including, inter alia, the selected bidder.	Date mentioned is incorrect. Kindly rectify the date.	May be read as " <i>The Nodal Agency on behalf of the Utility had accordingly invited proposals by its Request for Selection dated 21.11.2022 (the "Request for Selection" or "RfS") for short listing of Bidders who offer to supply electricity from power generating station, and had shortlisted certain Bidders including, inter alia, the selected bidder.</i> "
	<p><b>AGREEMENT FOR PROCUREMENT OF POWER (Pg no 1)</b></p> <p>.....</p> <p>.....</p> <p><b>WHEREAS:</b></p> <p>.....</p> <p>.....</p> <p><b>(B)</b> The Nodal Agency on behalf of the Utility had accordingly invited proposals by its Request for Selection dated <b>21.11.2022</b>.</p> <p>.....</p> <p>.....</p>	<p>Please share the draft copy of Fuel Supply Agreement to be signed between Coal Supplier &amp; the Supplier (successful Bidder).</p> <p>.....</p> <p><b>WHEREAS:</b></p> <p>.....</p> <p><b>(B)</b> The Nodal Agency on behalf of the Utility had accordingly invited proposals by its Request for Selection dated <del>21.11.2022</del> <b><u>15.05.2023</u></b></p> <p>.....</p> <p><b>(E)</b> The <del>Utility</del> <b><u>Supplier</u></b> has obtained the Letter of Assurance, dated [**] issued by [**]4 ("Coal Supplier")</p>	<p>May be read as "<i>The Nodal Agency on behalf of the Utility had accordingly invited proposals by its Request for Selection dated <b>15.05.2023</b>.....</i>"</p> <p>Linkage will be earmarked to Nodal Agency/Utility. However, arranging Letter of Assurance is responsibility of Supplier.</p> <p>In view of the same, no change is envisaged.</p>

Response to the queries raised by prospective bidders for bidding under SHAKTI B (v) - PPA

Clause No.	Existing Provision	Clarification Required	PFCCL Response
	(E) The <b>Supplier</b> has obtained the Letter of Assurance, dated [**] issued by [**]4 ("Coal Supplier") in the name of the Supplier for the supply on a linkage basis.....	in the name of the Supplier for the supply on a linkage basis.....	
	<p>Clause 1.1.2</p> <p>.....by sourcing coal from the Allocated Coal Linkage in terms of the Letter of Assurance issued/to be issued in the name of the Supplier and the Fuel Supply Agreement to be executed between the Supplier and the Coal Supplier in accordance with the draft PPA....., and</p> <p>Clause 1.1.2 (A):</p> <p>Period when supply must commence : 01st Sept 2023, and</p> <p>PPA Part I Clause (A)</p> <p>The Utility has resolved to procure electricity from a power generating station that would deliver a Contracted Capacity of *** MW at the Delivery Point corresponding to ***MW of gross generation on finance, own and operate (the "FOO") basis,by sourcing coal from the Allocated Coal Linkage in terms of the Letter of Assurance issued/to be issued in the name of the Supplier</p>	<p>Kindly Clarify/Amend the following:</p> <p>a. The timelines for bid process i.e issuing of LoA, signing of PPA etc are clearly defined. However, since the FSA is to be signed between the Successful bidder and Coal Supplier, the timelines (with prior consultation with Coal Supplier) for FSA signing by Coal supply companies may also be defined upfront.</p> <p>b. Also and as you are kindly aware, Coal supply commencement from Coal supplier under FSAs start from the next quarter, post submitting the PPA in the preceding quarter. In addition, the necessary fuel stock building would also require a lead time of min. 1-2 weeks, especially for the Non-Pit Head/Coastal Power Projects.</p> <p>Hence, there shall not be any penalty/compensation on the bidder, if the delay in commencement of supplies occur on account of delay in FSA signing/Coal supply start.</p> <p>In view of above factors which are beyond bidder's control, the power supply commencement date may be kept flexible (As per mutual agreement b/w bidder and Utility), depending on the actual fuel supply commencement/available fuel stock. The contract period to be adjusted from the start of supply date.</p>	Same is covered under Condition Precedent.

Response to the queries raised by prospective bidders for bidding under SHAKTI B (v) - PPA

Clause No.	Existing Provision	Clarification Required	PFCCL Response
	<p>and the Fuel Supply Agreement to be executed between the Supplier and the Coal Supplier,...., And</p> <p>PPA Part I Clause (E)</p> <p>The Supplier has obtained the Letter of Assurance, dated [**] issued by [**] ("Coal Supplier") in the name of the Supplier for the supply on a linkage basis, [**] tonnes per annum of [**] grade coal for the entire Term of this Agreement ("Letter of Assurance" appended herein as Annexure 1), and</p> <p>PPA Clause 4.1.3 (e )</p> <p>Obtained the letter of assurance, dated [**] issued by [**]8 ("Coal Supplier") in the name of the Supplier for the supply on a linkage basis, [**] tonnes per annum of [**] grade coal for the entire Term of this Agreement ("Letter of Assurance" appended herein as Annexure 1) for the purposes of the Project....., and</p> <p>PPA Clause 7.1 (m)</p> <p>Supplier has entered into a Fuel Supply Agreement for assured supply of Fuel required for meeting obligations under this Agreement;</p>		

Response to the queries raised by prospective bidders for bidding under SHAKTI B (v) - PPA

Clause No.	Existing Provision	Clarification Required	PFCCL Response
3.2	Extension of Contract Period	The clause in SBD is omitted in this tender agreement. This is an enabling provision which should be retained.	Contract period under this PPA is 5 years and no further extension is envisaged.
3.2.1	<p>.....</p> <p>The Parties expressly agree that the Utility may, in pursuance of any re-organisation or restructuring undertaken in pursuance of Applicable Laws, or if it is unable to discharge its liabilities and obligations under this Agreement, substitute itself by another Distribution Licensee(s) and upon such substitution, all the functions, rights and obligations of the Utility under this Agreement shall be deemed to be transferred to the substituted entity in accordance with and subject to Applicable Laws.....</p> <p>..... Provided further that prior intimation of the substitution shall be given to the Supplier.</p>	<p>The Parties expressly agree that the Utility may, in pursuance of any re-organisation or restructuring undertaken in pursuance of Applicable Laws, or if it is unable to discharge its liabilities and obligations under this Agreement, substitute itself by another Distribution Licensee(s) and upon such substitution, all the functions, rights and obligations of the Utility under this Agreement shall be deemed to be transferred to the substituted entity in accordance with and subject to Applicable Laws.....</p> <p>Provided further that prior intimation of the substitution shall be given to the Supplier <u>and the creditworthiness of the substituted entity shall be substantially similar or greater as compared to the Utility and in the event of any shortfall therein, credit enhancement shall be provided by the substituted entity to bridge the gap. Further, this shall not alter/modify/affect/dilute obligation of Utility under this PPA.</u></p>	<p>May please refer to Clause 3.2 of Draft PPA.</p> <p>Further, substituted utility will be bound by same terms and conditions and also governed by LPS Rules.</p>
3.2.2	In the event of additional Licensees operating in the same area of supply post the signing of this Agreement, the existing PPA may be reallocated in full or part by the competent authority to the other licensees in proportion to the number of consumers/ demand of power with the different licensees and the	In the event of additional Licensees operating in the same area of supply post the signing of this Agreement, the existing PPA may be reallocated in full or part by the competent authority to the other licensees in proportion to the number of consumers/ demand of power with the different licensees and the present Agreement shall apply to all such subsequent Licensees. Provided further that <u>the creditworthiness of the additional licensee shall be substantially similar or</u>	Same is as per the Model Power Purchase Agreement notified by MoP on 19.12.2022 and subsequent amendments. In view of the same, no change is envisaged.

Response to the queries raised by prospective bidders for bidding under SHAKTI B (v) - PPA

Clause No.	Existing Provision	Clarification Required	PFCCL Response
	present Agreement shall apply to all such subsequent Licensees.	<i>greater as compared to the Utility and in the event of any shortfall therein, credit enhancement shall be provided by the Utility to bridge the gap. Further, this shall not alter /modify/affect/dilute obligation of Utility under this PPA.</i>	
4.1.2	.....by Notice, require the Utility to satisfy <b>any or all</b> of the conditions precedents .....	The bold text to be amended to “all” and “any or” to be deleted.	Same is as per the Model Power Purchase Agreement notified by MoP on 19.12.2022 and subsequent amendments by MoP. In view of the same, no change is envisaged.
4.1.2	The Supplier may, upon providing the Performance Security to the Utility in accordance with Article 9, at any time after [15 (fifteen) days]4 from the date of this Agreement or on an earlier day acceptable to the Utility, by notice require the Utility to satisfy any or all of the Conditions Precedent set forth in this Clause 4.1.2 within a period of [30 (thirty) days]4 of the notice, and the Conditions Precedent required to be satisfied by the Utility shall be deemed to have been fulfilled when the Utility shall have:	Since responsibility for arranging access, payment of transmission charges and for bearing losses in respect of <b>inter-state transmission</b> shall be that of the Utility. It is requested to add under Conditions Precedents to be fulfilled by utility as mentioned below :  g) procured access to the <b>inter-state transmission system</b> required for supply of electricity to the buyer;	May kindly refer but not limited to Clause 6.1.1 of draft PPA.
4.1.2	..... ..... (d) Omitted;	..... (d) <u>Obtained the letter of assurance, dated [**] issued by [**]5 (“Coal Supplier”) in the name of the Supplier for the supply on a linkage basis, [**] tonnes per annum of [**] grade coal for the entire Term of this Agreement (“Letter of Assurance” appended herein as Annexure 1) for the purposes of the Project.</u>	Linkage will be earmarked to Nodal Agency/Utility. However, arranging Letter of Assurance is responsibility of Supplier. In view of the same, no change is envisaged.

Response to the queries raised by prospective bidders for bidding under SHAKTI B (v) - PPA

Clause No.	Existing Provision	Clarification Required	PFCL Response
4.1.2 (c)	<p><b>Conditions Precedent of Utility</b></p> <p>procured approval of the Commission for payment of Tariff by the Utility to the Supplier in accordance with the provisions of this Agreement</p>	<p>"We presume that the Utilities would have already taken prior approval for the power to be procured under this tender. Please confirm.</p> <p>The Supplier should not have any adverse impact due to any delay in Commission's approval, if any."</p>	Same is covered under Condition Precedent.
4.1.3. (d)	<p><b>Condition Precedent</b></p> <p>Submitted the Capacity Certificate and evidence of the capacity of the Power Station;</p>	<p>Pl Provide the format of Capacity Certificate.</p> <p>SHR indicated in Capacity Certificate shall be used for variable charge calculation? Or actual SHR of that duration can be billed?</p>	<p>As per Schedule-A of Draft PPA.</p> <p>Bidder has to assess the same while submitting the bid.</p>
4.1.3 (e)	<p>(e) Obtained the letter of assurance, dated [**] issued by [**]8 ("Coal Supplier") in the name of the Supplier for the supply on a linkage basis, [**] tonnes per annum of [**] grade coal for the entire Term of this Agreement ("Letter of Assurance" appended herein as Annexure 1) for the purposes of the Project.</p>	<p>.....</p> <p>(e) <u>Omitted</u></p>	Same is as per the Model Power Purchase Agreement notified by MoP on 19.12.2022 and subsequent amendments by MoP. In view of the same, no change is envisaged.
4.1.3 (e)	<p>(e) Obtained the letter of assurance, dated [**] issued by [**]8 ("<b>Coal Supplier</b>") in the name of the Supplier for the supply on a linkage basis, [**] tonnes per annum of [**] grade coal for the entire Term of this Agreement ("<b>Letter of Assurance</b>" appended herein as <b>Annexure 1</b>) for the purposes of the Project.</p>	<p>As per the bidding document(s), the allocation of coal is responsibility of Authorised Representative/utility, thus the letter of assurance (LOA) has to be issued to Authorised Representative/utility itself.</p> <p>Further, on tendering of LOA by Authorised Representative/utility to Successful bidder(s)/supplier based on which supplier shall sign the FSA with MCL.</p> <p>In view of the above, obtaining the letter of assurance has to be Condition Precedent (CP) for Authorised Representative/utility instead of supplier.</p>	<p>Linkage will be earmarked to Nodal Agency/Utility. However, arranging Letter of Assurance is responsibility of Supplier.</p> <p>In view of the same, no change is envisaged.</p>



Response to the queries raised by prospective bidders for bidding under SHAKTI B (v) - PPA

Clause No.	Existing Provision	Clarification Required	PFCCL Response
		Request PFCCL to please delete the referred clause as Condition Precedent for Supplier and shall append in Clause no. 4.1.2 of PPA. – “obtaining the letter of assurance has to be Condition Precedent (CP) for Authorised Representative/utility”	
<b>4.1.3 (e)</b>	Obtained the letter of assurance, dated [**] issued by [**]8 (“Coal Supplier”) in the name of the Supplier for the supply on a linkage basis, [**] tonnes per annum of [**] grade coal for the entire Term of this Agreement (“Letter of Assurance” appended herein as Annexure 1) for the purposes of the Project.	Arrangement of Letter of assurance of coal under SHAKTI B (v) shall be in account of Buyer/Authorised representative as the Fuel shall be allocated for the capacity which will be dedicated to Buyer. Supplier may try to help Buyer/AR for the arrangement but keeping this on account of supplier will be time taking.	Same is as per the Model Power Purchase Agreement notified by MoP on 19.12.2022 and subsequent amendments by MoP. In view of the same, no change is envisaged.
<b>4.1.3 (f)</b>	(f) [The Supplier shall have executed the Fuel Supply Agreement upon the fulfillment of all the conditions laid down in the Letter of Assurance;	Pl share the condition which will be part of Letter of Assurance.	The conditions in the Letter of Assurance will be as per the Extant Policy of CIL/MoC.
<b>4.1.3 (g)</b>	(g) procured access to the intrastate transmission system required for carrying electricity from the Power Station to the Delivery Point;	For scheduling under GNA, utility needs to confirm at the time of issuance of LOI, whether the LOI quantum will be scheduled under utility's existing GNA or a fresh application for transmission access needs to be made by the bidder.	May kindly refer but not limited to Clause 6.1.1 of draft PPA.  Further, GNA is applicable for Inter State Transmission system.
<b>4.1.3 (g)</b>	(g) procured access to the intra state transmission system required for carrying electricity from the Power Station to the Delivery Point;	Since the transmission charges and losses are on Account of Beneficiaries only. So, the condition precedent of procurement of access shall be in part of Procurer only.	May kindly refer but not limited to Clause 6.1.1 of draft PPA.  Further, GNA is applicable for Inter State Transmission system.  In view of the same, no change is envisaged.

Response to the queries raised by prospective bidders for bidding under SHAKTI B (v) - PPA

Clause No.	Existing Provision	Clarification Required	PFCCL Response
"4.1.3 (e)"	<p>Conditions Precedent of Supplier"</p> <p>Obtained the letter of assurance, dated [**] issued by [**]8 ("Coal Supplier") in the name of the Supplier for the supply on a linkage basis, [**] tonnes per annum of [**] grade coal for the entire Term of this Agreement ("Letter of Assurance" appended herein as Annexure 1) for the purposes of the Project.</p>	<p>"As the timelines are stiff, securing the Letter of Assurance and signing of the FSA may take more time due to procedural activities.</p> <p>In any eventuality of delay or non-award of Letter of Assurance by the Coal Supplier, should not result into any liability of the Supplier.</p> <p>Further, the Date of Commencement of supply should automatically be extended in case of delay in securing LoA/ signing of FSA with the Coal Supplier."</p>	<p>Linkage will be earmarked to Nodal Agency/Utility. However, arranging Letter of Assurance is responsibility of Supplier.</p> <p>In view of the same, no change is envisaged.</p>
"4.1.3. (f)"	<p>Conditions Precedent of Supplier"</p> <p>The Supplier shall have executed the Fuel Supply Agreement upon the fulfillment of all the conditions laid down in the Letter of Assurance</p>		<p>Linkage will be earmarked to Nodal Agency/Utility. However, arranging Letter of Assurance is responsibility of Supplier.</p> <p>In view of the same, no change is envisaged.</p>
4.2	Damages for Delay by the Utility	The rate of damages payable by the Utility should be as per SBD, i.e. it should be retained as 0.3%.	<p>May kindly refer but not limited to Clause 4.2 &amp; 4.3 of draft PPA.</p> <p>Damage payable by the Utility is equitable with rate of Supplier.</p>
4.2	<p><b>Creation of charge</b></p> <p>4.2 1 It is stated in the para "The Utility further acknowledges and agrees that commencing from the date of execution of the Deed of Hypothecation and until payment of and discharge of Secured</p>	What likely situation, event, or requirement do you foresee as it is stated that " such charge, if created in future in favour of Utility's Lenders or any other entity would be secondary and subordinate to the first charge created in favour of the supplier pursuant to the Deed of Hypothecation" as once the revenues on processing approved monthly bills are deposited in designated escrow account, why the Utility or its	Same is as per the Model Power Purchase Agreement notified by MoP on 19.12.2022 and subsequent amendments by MoP. In view of the same, no change is envisaged.

Response to the queries raised by prospective bidders for bidding under SHAKTI B (v) - PPA

Clause No.	Existing Provision	Clarification Required	PFCCL Response
	Obligations, the Utility' Lenders or any other entity shall not have any charge over any part of the Security, and that such charge, if created in future in favour of Utility's Lenders or any other entity would be secondary and subordinate to the first charge created in favour of the supplier pursuant to the Deed of Hypothecation.	lenders required to even have a subordinate/secondary charge on amounts/revenues entitled and payable to supplier.  Please eliminate this reference statement from Clause 4.2.1 as it has no relevance.	
4.3	Damages for Delay by the Supplier	The rate of damages payable by the Supplier should be as per SBD, i.e. should be retained as 0.3%.	May kindly refer but not limited to Clause 4.2 & 4.3 of draft PPA.  Damage payable by the Utility is equitable with rate of Supplier.
4.5	<b>Extension of Term of Agreement (Pg. no 13)</b> In the event the damages are paid by the defaulting party as per provisions of clause 4.2 and 4.3 and the Agreement has not been terminated as per the provisions of Clause 4.4, the term of the Agreement shall be deemed to have been extended corresponding to the period of delay in fulfilment of conditions precedent. [For eg – If there is a delay of 15 days in the fulfilment of conditions precedent and the defaulting party has paid the applicable damages, the Appointed date shall start after 15	<b>4.5 Omitted</b>	4.5 Contract period under this PPA is 5 years and no further extension is envisaged.  4.6 May be read as " <i>The date of commencement of supply shall be <b>01.09.2023</b>. The date of commencement shall be advanced by such number of days by which the Appointed Date has been extended as per Clause 4.5.</i> ".

Response to the queries raised by prospective bidders for bidding under SHAKTI B (v) - PPA

Clause No.	Existing Provision	Clarification Required	PFCCL Response
	<p>days from the originally stipulated Appointed Date.</p> <p><b>4.6 Date of Commencement of Supply (Pg no 13)</b></p> <p>The date of commencement of supply shall be <b>01.04.2023</b>. The date of commencement shall be advanced by such number of days by which the Appointed Date has been extended as per Clause 4.5.</p>	<p><b>4.6 Omitted</b></p> <p><del>The date of commencement of supply shall be 01.04.2023. The date of commencement shall be advanced by such number of days by which the Appointed Date has been extended as per Clause 4.5</del></p>	
<b>4.6</b>	<p><b>Date of Commencement of Supply</b></p> <p>The date of commencement of supply shall be 01.04.2023. The date of commencement shall be advanced by such number of days by which the Appointed Date has been extended as per Clause 4.5"</p>	<p>"RfS specifies the 'Date of Commencement of Supply' to be 01.09.2023. Commencement date mentioned in this clause please be corrected as per the RfS document.</p> <p>Further 'Date of Commencement of Supply' should automatically be extended in accordance with the commencement date of coal supply which is beyond control of the Supplier."</p>	<p>May be read as <i>"The date of commencement of supply shall be 01.09.2023. The date of commencement shall be advanced by such number of days by which the Appointed Date has been extended as per Clause 4.5."</i></p> <p>Further, same is covered under Condition Precedent.</p>
<b>5.1.2</b>	<p>.....</p> <p>Explanation:</p> <p>Availability of the Power Station to its full capacity shall, in respect of any hour, mean the capacity of the Power Station to the extent it is offered by the Supplier for producing and supplying electrical energy equal to [ ]*kWh per megawatt of Contracted Capacity over a period of one hour, after accounting for auxiliary</p>	<p>Please clarify the data to be filled in the square bracket.</p>	<p>Square bracket will be filled by Utility.</p>

Response to the queries raised by prospective bidders for bidding under SHAKTI B (v) - PPA

Clause No.	Existing Provision	Clarification Required	PFCL Response
	consumption, and transmission losses upto the Delivery Point, and for any month or year, as the case may be, the hours during that month or year when the Contracted Capacity of the Power Station is fully available for production of electricity shall be expressed as a percentage of total hours in that month or year, as the case may be, (the "Availability").		
5.1.2	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) each year of the Contract Period (the "Normative Availability").	Will there be any incentive for maintaining availability above the normative availability in a contract year?	There is no provision for incentives.
5.5	<p><b>Obligations relating to SLDC and RLDC charges</b></p> <p><b>The Supplier shall be liable for payment of all the charges, due and payable under Applicable Laws by the Supplier to the SLDC and RLDC for and in respect of all its supplies to the Utility.</b></p>	Supplier is responsible for SLDC & RLDC Charges of its own region/injecting entity only. Kindly Confirm.	Supplier has to make payment as per extant Regulations.

Response to the queries raised by prospective bidders for bidding under SHAKTI B (v) - PPA

Clause No.	Existing Provision	Clarification Required	PFCCL Response
5.5	<p><b>Obligations relating to SLDC and RLDC charges (Pg no 15)</b></p> <p>The Supplier shall be liable for payment of all the charges, due and payable under Applicable Laws by the Supplier to the SLDC and RLDC for and in respect of all its supplies to the Utility.</p>	<p>The Supplier shall be liable for payment of all the charges, due and payable under Applicable Laws by the Supplier to the SLDC <u>of the state other than the state where the Utility is located</u> and RLDC for and in respect of all its supplies to the Utility.</p>	<p>Supplier has to make payment as per extant Regulations.</p> <p>In view of the same, no change is envisaged.</p>
5.5	<p><b>Obligations relating to SLDC and RLDC charges.</b></p> <p>The Supplier shall be liable for payment of all the charges, due and payable under Applicable Laws by the Supplier to the SLDC and RLDC for and in respect of all its supplies to the Utility.</p>	<p>Since responsibility for arranging access, payment of transmission charges and for bearing losses in respect of inter-state transmission shall be that of the Utility and the delivery point is interconnection point of the Power Station with the CTU System. The referred clause shall not applicable for supplier connected to Inter-State Transmission System.</p>	<p>Supplier has to make payment as per extant Regulations.</p> <p>In view of the same, no change is envisaged.</p>
5.5	<p><b>Obligations relating to SLDC and RLDC charges.</b></p> <p>The Supplier shall be liable for payment of all the charges, due and payable under Applicable Laws by the Supplier to the SLDC and RLDC for and in respect of all its supplies to the Utility.</p>	<p>As per the current GNA regulation(s) in vogue, the responsibility for seeking open access, payment of transmission charges and for bearing losses in respect of <b>inter-state transmission</b> network is on the account of Utility(s). And the delivery point is interconnection point of the Power Station with the CTU System. In view of the above, we request to modify it as obligation of the utility(s) drawing the power from the successful bidder(s)/ supplier. As the referred clause is not applicable to supplier connected to Inter-State Transmission System.</p>	<p>Supplier has to make payment as per extant Regulations.</p> <p>In view of the same, no change is envisaged.</p>
5.5	<p>"Obligations relating to SLDC and RLDC charges</p> <p>The Supplier shall be liable for payment of all the charges, due and</p>	<p>"Since responsibility for arranging access, payment of transmission charges and for bearing losses in respect of inter-state transmission shall be that of the Utility, the</p>	<p>Supplier has to make payment as per extant Regulations.</p>

Response to the queries raised by prospective bidders for bidding under SHAKTI B (v) - PPA

Clause No.	Existing Provision	Clarification Required	PFCCL Response
	payable under Applicable Laws by the Supplier to the SLDC and RLDC for and in respect of all its supplies to the Utility. "	referred clause shall not applicable for supplier connected to Inter-State Transmission System. We understand that Obligation corresponding to the RLDC Fees & Charges Beyond Delivery point shall be borne by the Utility. Kindly confirm."	In view of the same, no change is envisaged.
<b>5.6</b>	"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. "	May please clarify that Water charges and Energy Cess shall be reimbursed by Utility.	All Taxes to be included in Tariff. Any change in taxes after bid date will be considered under Change in Law provision.
<b>6.6 &amp; 11.8</b>	"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. "	We understand that Electricity Duty & Cess is Reimbursable against Auxiliary Power Consumption or the Contracted Capacity. Also, Goods & Service Tax (GST) & TCS shall be covered under this clause. Please Clarify.	All Taxes to be included in Tariff. Any change in taxes after bid date will be considered under Change in Law provision.
<b>Represents &amp; Warrants 7.1 – (j)</b>	it shall at no time undertake or permit any Change in Ownership except in accordance with the provisions of Clause 5.2; and that its promoters together with their Associates, hold not less than 51% (fifty one per cent) of its issued and paid up Equity as on the date of this Agreement;	It is requested to waive off this condition.	Same is as per the Model Power Purchase Agreement notified by MoP on 19.12.2022 and subsequent amendments by MoP. In view of the same, no change is envisaged.
<b>Article 9</b>	The Performance Security may be replaced by an Insurance Bond or a similar instrument at the discretion of the Utility.	Please clarify that this would be applicable for both Utility as well as Supplier in the particular scenario.	Yes, same is applicable for both Utility and Supplier.

Response to the queries raised by prospective bidders for bidding under SHAKTI B (v) - PPA

Clause No.	Existing Provision	Clarification Required	PFCL Response
9.1	Performance Security	Performance Security and Performance Security-Utility amounts are not defined. Kindly define.	May please refer to footnote of the said Clause.
9.1.1	<p><b>9.1.1</b> The Supplier shall, for the performance of its obligations hereunder, provide to the Utility no later than 30 (thirty) days from the date of this Agreement, an irrevocable and unconditional guarantee from a Schedule Bank for a sum equivalent to Rs. ***** crore (Rupees ***** crore)<sup>10</sup> in the form set forth in Schedule-B (the "Performance Security") valid for a period ending 6 (six) months after date of commencement of supply. The amount towards the Performance Security can be paid through NEFT/RTGS also.</p> <p><b>9.1.2</b> The Utility shall, for the performance of its obligations hereunder, provide to the Supplier no later than 30 (thirty) days from the date of this Agreement, an irrevocable and unconditional guarantee from a Schedule Bank for a sum equivalent to Rs. ***** crore (Rupees ***** crore)<sup>11</sup> in the form set forth in Schedule-B (the "Performance Security-Utility") valid for a period ending 6 (six)</p>	Please clarify the Performance Security for both Supplier & Utility shall be calculated at a flat rate of <b>INR 10 Lacs</b> irrespective of the Contracted Capacity.	May please refer to footnote of the said Clause.



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Clause No.	Existing Provision	Clarification Required	PFCL Response
	months after date of commencement of supply.		
9.1.4	Notwithstanding anything to the contrary contained in this Agreement, in the event Performance Security is not provided by the Supplier within a period of 45 (forty five) days from the date of this Agreement the Utility may encash the Bid Security and appropriate the proceeds <u>thereof as Damages</u> , and thereupon 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 this Agreement, shall be deemed to have been terminated with the consent of the Supplier.	<p>The Damages to be paid by the buyer in the event Performance Security is not provided by the buyer within a period of 45 (forty-five) days from the date of this Agreement are not quantified in PPA or RFS. Hence, it is requested to clarify the same.</p> <p>We request for similar suitable treatment through provisions and damages to be paid by the buyer(s)/ utility(s) in the event Performance Security is not provided by the buyer within a period of 45 (forty five) days from the date of this Agreement.</p>	Same is as per the Model Power Purchase Agreement notified by MoP on 19.12.2022 and subsequent amendments by MoP. In view of the same, no change is envisaged.
10.2.1	In the event the Utility, does not schedule a quantum of power out of its Contracted Capacity before opening of bidding window of power exchange for day ahead collective transactions, the Supplier shall be entitled to sell such un requisitioned power on power exchange under day ahead or real time collective transaction or intraday transaction.	<p>1.Sale of unutilized Contracted Capacity shall be at discretion of supplier hence, the Supplier shall be entitled to sell such un-requisitioned power on power exchange or to any buyer under bilateral transaction.</p> <p>2.Further, in case the developer is unable to find a suitable buyer for the capacity not requisitioned by the Utility, he stands to lose out on a part of debt service, O&amp;M and ROE. Hence irrespective of buyer's requirement of power, the buyer shall all time continue to pay the fixed charges based on Declared Capacity as per provisions of the agreement.</p>	<p>The fixed charges shall be paid as per the provisions of Draft PPA.</p> <p>Further, may kindly refer but not limited to Clause 11.1.2 &amp; 11.4.2 of draft PPA</p>

Response to the queries raised by prospective bidders for bidding under SHAKTI B (v) - PPA

Clause No.	Existing Provision	Clarification Required	PFCCL Response
10.2.1	<p>In the event the Utility, does not schedule a quantum of power out of its Contracted Capacity before opening of bidding window of power exchange for day ahead collective transactions, the Supplier shall be entitled to sell such un-requisitioned power on power exchange under day ahead or real time collective transaction or intraday transaction.</p> <p>....</p> <p>Provided further that if the Supplier is able to sell the unrequisioned power, sharing of gain from such sale of such power shall be as per applicable rules issued by the Ministry of Power.</p>	<p>We request PFFCL to allow discretion to the Supplier to sell power either in the Power exchange or to any buyer under bilateral transaction so that it can explore all avenue of higher revenue realization and open market.</p> <p>Also, the obligation of Utility to pay Capacity charge towards declared capacity shall be intact to mitigate the risk of revenue loss as supplier has to meet the O&amp;M expenses including the Loan repayment.</p>	<p>Same is as per the Model Power Purchase Agreement notified by MoP on 19.12.2022 and subsequent amendments by MoP. In view of the same, no change is envisaged.</p>
10.2.1	Not mentioned	<p>We request the PFFCL, Authorised Representative to please incorporate a provision that in case any Unit(s) of the Supplier is down/ breakdown/ or its dedicated transmission line connecting to CTU has technical restriction of evacuation or any Force Majeure event restricting dispatch of full quantum declared by the Supplier, then the Supplier has right to proportionately allocate the existing despatchable quantum of power between all its Long/ Medium term PPA(s) and no Penal charge shall be applicable on the supplier for the said period.</p>	<p>Same is as per the Model Power Purchase Agreement notified by MoP on 19.12.2022 and subsequent amendments by MoP. In view of the same, no change is envisaged.</p>
10.2	Dispatch of unutilized Contracted Capacity	<p>"The provisions as per the SBD should be retained as such:</p>	<p>Same is as per the Model Power Purchase Agreement notified by MoP on 19.12.2022 and subsequent amendments by MoP. In view of the same, no change is envisaged.</p>

Response to the queries raised by prospective bidders for bidding under SHAKTI B (v) - PPA

Clause No.	Existing Provision	Clarification Required	PFCCL Response
		<ul style="list-style-type: none"> <li>In the event that the Utility does not require the supply of the whole or part of the Contracted Capacity for a continuous period of 24 (twenty four) hours or more, it may, by a notice of <b>at least 72 (seventy two) hours prior to such period</b>, 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 shall be uniform for a block of at least 24 (twenty four) hours and shall not vary between Peak Hours and Off-Peak Hours."</li> </ul>	
10.2.1	<p>In the event the Utility, does not schedule a quantum of power out of its Contracted Capacity before opening of bidding window of power exchange for day ahead collective transactions, the Supplier shall be entitled to sell such <b>un requisitioned power on power exchange under day ahead or real time collective transaction or intra-day transaction</b>.</p> <p>Provided that in such cases, Utility shall not be entitled to recall full or part of its un-requisitioned capacity.</p>	<ul style="list-style-type: none"> <li>We understand that the gain shall be calculated as the difference of sale revenue accrued from third parties and revenue to be accrued from supply under PPA Tariff. Please clarify.</li> <li>Please share the as on date rule applicable for sharing of gain issued by Ministry of Power.</li> <li>We understand that un requisition capacity can be also sold under bilateral mode.</li> <li>We understand that Utility shall give sufficient schedule such that technical minimum requirement of machine is met.</li> <li>We understand that offtake of power shall be only on RTC basis by Utility in line with the contract. If No, then there has to be provision related to degradation of SHR on account of non-RTC offtake of power.</li> </ul>	<p>Same is as per the Model Power Purchase Agreement notified by MoP on 19.12.2022 and subsequent amendments by MoP. In view of the same, no change is envisaged.</p>

Response to the queries raised by prospective bidders for bidding under SHAKTI B (v) - PPA

Clause No.	Existing Provision	Clarification Required	PFCCL Response
	Provided further that if the Supplier is able to sell the unrequisioned power, sharing of gain from such sale of such power shall be as per applicable rules issued by the Ministry of Power.	Also, Utility must ensure that they at least give technical minimum schedule as per the IEGC.	
"10.2.1 & 11.4.3"	"Dispatch of unutilized Contracted Capacity 10.2.1 In the event the Utility, does not schedule a quantum of power out of its Contracted Capacity before opening of biddin.....power, sharing of gain from such sale of such power shall be as per applicable rules issued by the Ministry of Power."	"We understand that the gain shall be calculated as the difference of sale revenue accrued from third parties and revenue to be accrued from supply under PPA Tariff. Please clarify. Also please specify the as on date rule applicable for sharing of gains, as issued by Ministry of Power.	The payment shall be paid as per the provisions of Draft PPA.  Further, may kindly refer but not limited to Clause 11.1.2 & 11.4.2 of draft PPA
10.3	In the event the Availability of the Power Station is reduced on account of scheduled maintenance, unscheduled maintenance, delay in commercial operation, shortage of Fuel or Force Majeure, the Supplier may, supply electricity from any alternative source, and such supply shall, for payment of Fixed Charge and Variable Charge, be deemed to be supply under and in accordance with the provisions of this Agreement. Provided further that such supply of electricity from any alternative source shall be limited to 180 (one eighty) days at a time	In the event the Availability of the Power Station is reduced on account of scheduled maintenance, unscheduled maintenance, delay in commercial operation, shortage of Fuel or Force Majeure, the Supplier may, supply electricity from any alternative source, and such supply shall, for payment of Fixed Charge and Variable Charge, be deemed to be supply under and in accordance with the provisions of this Agreement. <del>Provided further that such supply of electricity from any alternative source shall be limited to 180 (one eighty) days at a time and 365 (three hundred and sixty five) days for the entire Contract Period.</del> For the avoidance of doubt, the Parties agree that in the event the Utility rejects any supply of electricity offered hereunder from an alternative source, the Supplier shall be	Same is as per the Model Power Purchase Agreement notified by MoP on 19.12.2022 and subsequent amendments by MoP. In view of the same, no change is envisaged.

Response to the queries raised by prospective bidders for bidding under SHAKTI B (v) - PPA

Clause No.	Existing Provision	Clarification Required	PFCCL Response
	<p>and 365 (three hundred and sixty five) days for the entire Contract Period. For the avoidance of doubt, the Parties agree that in the event the Utility rejects any supply of electricity offered hereunder from an alternative source, the Supplier shall be deemed to be in compliance with this Agreement for the purpose of determination of Availability and payment of Fixed Charge.</p> <p>Provided also that the Supplier may supply the Contracted Capacity in a flexible manner by bundling with renewable sources and storage power as per Government of India orders in this regard.</p>	<p>deemed to be in compliance with this Agreement for the purpose of determination of Availability and payment of Fixed Charge.</p> <p>Provided also that the Supplier may supply the Contracted Capacity in a flexible manner by bundling with renewable sources and storage power as per Government of India orders in this regard.</p>	
10.3	<p>In the event the Availability of the Power Station is reduced on account of scheduled maintenance, unscheduled maintenance, delay in commercial operation, <b>shortage of Fuel</b> or Force Majeure, the Supplier may, supply electricity from any alternative source, and such supply shall, for payment of Fixed Charge and Variable Charge, be deemed to be supply under and in accordance with the</p>	<p>The reduced availability shall be considered as Deemed Availability.</p>	<p>May kindly refer but not limited to Clause 11.5.3 of draft PPA.</p>

Response to the queries raised by prospective bidders for bidding under SHAKTI B (v) - PPA

Clause No.	Existing Provision	Clarification Required	PFCCL Response
	provisions of this Agreement.		
10.5	"Supply on Round the Clock Basis The Supplier shall ensure the Availability of the Power Station on round the clock basis."	Supply on Round the Clock Basis  The Supplier shall ensure the Availability of the Power Station on round the clock basis except in the case of force outage."	Same is as per the Model Power Purchase Agreement notified by MoP on 19.12.2022 and subsequent amendments by MoP. In view of the same, no change is envisaged.
11.3	<b>Fixed Charge</b> For determining the Fixed Charge due and payable to the Supplier, the Base Fixed Charge shall be revised annually to reflect 20% (twenty per cent) of the variation in WPI occurring between January 31 immediately preceding the Bid Date and January 31 immediately preceding the Accounting Year for which such revision is undertaken.	As the agreement of power supply is for 5 years and escalation of 20% (twenty per cent) of the variation in WPI on FC is not sufficient for the supplier. Hence it is requested that the Base Fixed Charge shall be revised annually to reflect 50% of the variation in WPI.	Same is as per the Model Power Purchase Agreement notified by MoP on 19.12.2022 and subsequent amendments by MoP. In view of the same, no change is envisaged.
11.3	"Fixed Charge  For determining the Fixed Charge due and payable to the Supplier, the Base Fixed Charge shall be revised annually to reflect 20% (twenty per cent) of the variation in WPI occurring between January 31 immediately preceding the Bid Date and January 31 immediately preceding the Accounting Year for which such revision is undertaken. For the avoidance of doubt....."	"Request to confirm the understanding as per below illustration (example):  FC (Bid Date): Rs. 2.00/kWh  WPI assumed on 31st Jan 2023: 100  WPI on 31st Jan 2024: 105  WPI Variation: 5%  FC from 1st April 2024: Rs. 2.00/kWh * 1.01 = Rs. 2.02/kWh	Understanding is correct

Response to the queries raised by prospective bidders for bidding under SHAKTI B (v) - PPA

Clause No.	Existing Provision	Clarification Required	PFCCL Response
		<p>WPI on 31st Jan 2025: 110</p> <p>WPI Variation: 10%</p> <p>FC from 1st April 2025: Rs. 2.00/kWh * 1.02 = Rs. 2.04/kWh"</p>	
<b>11.4</b>	11.4.1 Subject to the provisions of this Clause 11.4, the Base Fixed Charge, as corrected for variation in WPI Index in accordance with Clause 11.3 shall be the Fixed Charge payable for Availability in each month of the relevant Accounting Year.	<p>It is understood that the fixed charges for any individual month shall be computed as below</p> <p>i. Total fixed charges payable till that month based on cumulative annual availability achieved (within the 85% cumulative limit), minus</p> <p>ii. Cumulative fixed charges already paid till the month before.</p> <p>Kindly confirm the same.</p>	May kindly refer but not limited to Clause 11.6.2 of draft PPA.
<b>11.4</b>	Computation of Fixed Charge 11.4.2	Incentive shall also be applicable for scheduling more than Normative Availability.	There is no provision for incentive.
<b>11.4</b>	<p>Subject to the provisions of this Clause 11.4, the Base Fixed Charge, as corrected for variation in WPI Index in accordance with Clause 11.3 shall be the Fixed Charge payable for Availability in each month of the relevant Accounting Year.</p> <p>11.4.2 The obligations of the Utility to pay Fixed Charges in any Accounting Year shall in no case exceed an amount equal</p>	<p>We request to clarify that if the Availability to be considered on "monthly cumulative basis" or "Individual Month basis" for raising invoices.</p> <p>Further, the Supplier should be entitled for incentive for higher off-take of power beyond 85% of the Contracted Capacity on monthly basis as per current practice and past executed PPA under case-1 bidding process.</p>	May kindly refer but not limited to Clause 11.6.2 & 11.9.2 of draft PPA.

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Clause No.	Existing Provision	Clarification Required	PFCL Response
	<p>to the Fixed Charge due and payable for and in respect of the Normative Availability of 85% (eighty-five per cent) [during Designated Hours]<sup>1</sup> computed with reference to the Contracted Capacity (the “Capacity Charge”).</p> <p>Provided that the Availability to be considered for calculation of Fixed Charges shall be reconciled annually on cumulative basis.</p>		
11.4.2	<p>Provided that the Availability to be considered for calculation of Fixed Charges shall be reconciled annually on cumulative basis.</p> <p>The Parties expressly agree that within 30 (thirty) days of the close of every Accounting Year, <b>the cumulative monthly Availability for such year shall be determined and the Damages, if any, shall be computed with reference to the Normative Availability for that year. The amount so arrived at shall be adjusted against the damages determined for the respective months of the year and the balance remaining</b></p>	Financial Implication corresponding to the cumulative annual availability in respect of Normative availability shall be payable by the utility at the end of the Financial year.	May kindly refer but not limited to Clause 11.6.2 of draft PPA.



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Clause No.	Existing Provision	Clarification Required	PFCCL Response
	shall be adjusted in the following Monthly Invoice.		
<b>11.4.2</b>	The obligations of the Utility to pay Fixed Charges in any Accounting Year shall in no case exceed an amount equal to the Fixed Charge due and payable for and in respect of the Normative Availability of 85% (eighty five per cent) [during Designated Hours]16 computed with reference to the Contracted Capacity (the "Capacity Charge").	The Supplier should be entitled for incentive for higher off-take of power beyond 85% of the Contracted Capacity on monthly basis.	No incentive is envisaged. In view of the same, no change is envisaged.
<b>11.4.2</b>	The obligations of the Utility to pay Fixed Charges in any Accounting Year shall in no case exceed an amount equal to the Fixed Charge due and payable for and in respect of the Normative Availability of 85% (eighty five per cent) [during Designated Hours]16 computed with reference to the Contracted Capacity (the "Capacity Charge").	The Supplier should be entitled for incentive for higher off-take of power beyond 85% of the Contracted Capacity on monthly basis as per current practice and past executed PPA under case-1 bidding process.	No incentive is envisaged. In view of the same, no change is envisaged.
<b>11.4.2</b>	The obligations of the Utility to pay Fixed Charges in any Accounting Year shall in no case exceed an amount equal to the Fixed Charge due and payable for and in respect of the Normative Availability of 85% (eighty five per cent) computed with reference to the Contracted Capacity (the "Capacity	We understand that billing of Fixed charges for a particular month shall be on cumulative availability basis till that month. Please clarify.  Example: Suppose availability for the month of April is 100% and for the month of May it is 70%, then fixed charges payable for the month of May shall be on cumulative availability of 85% $((100 + 70)/2)$ .	May kindly refer but not limited to Clause 11.6.2 & 11.9.2 of draft PPA.

Response to the queries raised by prospective bidders for bidding under SHAKTI B (v) - PPA

Clause No.	Existing Provision	Clarification Required	PFCL Response
	Charge"). Provided that the Availability to be considered for calculation of Fixed Charges shall be reconciled annually on cumulative basis.		
11.4.2	The obligations of the Utility to pay Fixed Charges in any Accounting Year shall in no case exceed an amount equal to the Fixed Charge due and payable for and in respect of the Normative Availability of 85% (eighty five per cent) computed with reference to the Contracted Capacity (the "Capacity Charge").	As you may appreciate, availability of power station is of utmost importance from the reliability perspective.  The clause may kindly be reviewed and the capping of Fixed Charges in any accounting Year to 85% be revised to the actual availability as achieved by the Seller.	Same is as per the Model Power Purchase Agreement notified by MoP on 19.12.2022 and subsequent amendments by MoP. In view of the same, no change is envisaged.
11.4.3	<b>Transmission Constraint</b> Non-Availability arising on account of constraints in <b>intra state Transmission</b> system Corridor due to the reasons beyond the control of the Supplier shall be considered for the purposes of payment of Fixed Charge, be deemed to be Availability to the extent of 50% (fifty per cent) of the Non-Availability hereunder.	It is understood that same condition shall be applicable for dedicated line / ISTS line.	Condition is not applicable for dedicated line.

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Clause No.	Existing Provision	Clarification Required	PFCCL Response
11.4.3	In the event that any shortfall in supply of electricity to the Utility occurs on account of deficiency in intra state transmission system in accordance with the provision of Clause 5.3, Availability shall be deemed to be reduced in accordance with the provisions of Clause 11.5.2 and the Non-Availability arising as a consequence thereof shall, for the purposes of payment of Fixed Charge, be deemed to be Availability to the extent of 50% (fifty per cent) of the Non-Availability hereunder,..... Provided further that sharing of gain from sale of such power shall be in the same manner as provided for sale of un-requisitioned power in applicable rules issued by the Ministry of Power.....	We understand that the gain shall be calculated as the difference of sale revenue accrued from third parties and revenue to be accrued from supply under PPA Tariff. Please clarify.  Please share the as on date rule applicable for sharing of gain issued by Ministry of Power.	May please refer to the LPS Rules, 2022 issued by MoP.  Further, same is as per the Model Power Purchase Agreement notified by MoP on 19.12.2022 and subsequent amendments by MoP. In view of the same, no change is envisaged.
11.4.4	Omitted	Since non fuel availability in case of Force Majeure is not under reasonable control of the seller, the seller shall not be penalized for its fixed charge, hence in case of non-availability of fuel due to Force Majeure 100% FC shall be payable.	Same is as per the Model Power Purchase Agreement notified by MoP on 19.12.2022 and subsequent amendments by MoP. In view of the same, no change is envisaged.
11.4.4	Omitted	Since non fuel availability in case of Force Majeure is not under reasonable control of the seller, the seller shall not be penalized for its fixed charge, hence in	Same is as per the Model Power Purchase Agreement notified by MoP on 19.12.2022 and subsequent amendments by MoP. In view of the same, no change is envisaged.

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Clause No.	Existing Provision	Clarification Required	PFCL Response
		case of non-availability of fuel due to Force Majeure, 100% Fixed Charge shall be payable.	
11.4.4	Omitted.		Same is as per the Model Power Purchase Agreement notified by MoP on 19.12.2022 and subsequent amendments by MoP. In view of the same, no change is envisaged.
11.5.2	In the event that any shortfall in supply of electricity to the Utility occurs on account of any deficiency in intra state transmission system in accordance with clause 5.3,..... Parties agree that if such deficiency in transmission is equal to 20% (twenty per cent) of the entitlement of the Utility in the Contracted Capacity ,.....	In the event that any shortfall in supply of electricity to the Utility occurs on account of any deficiency in intra state transmission system in accordance with clause 5.3,..... Parties agree that if such deficiency in transmission is equal to 20% (twenty per cent) of the <del>entitlement of the Utility in the</del> Contracted Capacity ,.....	Same is as per the Model Power Purchase Agreement notified by MoP on 19.12.2022 and subsequent amendments by MoP. In view of the same, no change is envisaged.
11.5.3	In the event that any shortfall in supply of electricity to the Utility occurs on account of shortage of Fuel, the Availability shall be deemed to be reduced to the extent of reduction in generation of electricity, and such reduction shall be deemed as Non- Availability on account of shortage of Fuel. For the avoidance of doubt and by way of illustration, the Parties agree that if the deficiency in generation is equal to 20% (twenty per cent) of the	It is understood that the Energy Charges in case of shortage of linkage coal and the supplier arranges coal from alternate sources will be treated as follow:  1. Energy Charge (Linkage coal) Rs. 3.50 /Unit  2. Energy Charge (Coal from alternate source) Rs. 4.55 /Unit  3. Energy Charges (Coal from alternate source) Rs. 4.56 /Unit	May kindly refer but not limited Schedule F of draft PPA.

Response to the queries raised by prospective bidders for bidding under SHAKTI B (v) - PPA

Clause No.	Existing Provision	Clarification Required	PFCCL Response
	<p>Contracted Capacity, the Availability shall be deemed to be 80% (eighty per cent) and the Non-Availability hereunder shall be notified by the Supplier to the Utility forthwith.</p> <p>Provided that where the Fuel is being supplied under allocated coal linkage, the Supplier shall have an option to arrange the Fuel from an alternate source. The Utility shall be intimated if the increase in Variable Charge is greater than 30 % (thirty percent).</p> <p>Provided that if the Utility does not schedule the power, the Supplier shall have the option to offer such power in the power exchange.</p> <p>Provided further that compliance of any order issued by the central government in respect of blending of imported fuel shall be binding on the parties.</p> <p>Provided also that in case of shortage of linkage coal and the Supplier arranges coal from alternate sources, the Energy Charge shall be calculated as per methodology specified in Schedule F.</p>	<p>If the supplier is in the situation between point no 1 to point no 2, Supplier shall arrange the coal and claim the energy charge as per the methodology specified in Schedule F and</p> <p>If the supplier is in the situation mentioned at point no 3, then supplier required to be intimate the Utility before taking any action.</p> <p>It is requested, please confirm our understanding is in line with clause.</p>	

Response to the queries raised by prospective bidders for bidding under SHAKTI B (v) - PPA

Clause No.	Existing Provision	Clarification Required	PFCCL Response
11.5.3	<p>In the event that any shortfall in supply of electricity to the Utility occurs on account of shortage of Fuel, the Availability shall be deemed to be reduced to the extent of reduction in generation of electricity, and such reduction shall be deemed as Non-Availability on account of shortage of Fuel. For the avoidance of doubt and by way of illustration, the Parties agree that if the deficiency in generation is equal to 20% (twenty per cent) of the Contracted Capacity, the Availability shall be deemed to be 80% (eighty per cent) and the Non-Availability hereunder shall be notified by the Supplier to the Utility forthwith.</p> <p>.....</p>	<p>Please Clarify:-</p> <p>In case of shortage of Fuel, Supplier should not be liable to pay any Damages. For, the purpose of calculating the damages the non-availability on account of shortage of Fuel should be considered as Deemed Availability. Please clarify.</p> <p>In case the Utility does not Schedule the power offered by Supplier and same is sold on power exchange by Supplier then the non – offtake of power will be considered as availability for the payment of Fixed Charges and Damages.</p>	<p>Same is covered in clause 11.5.3 of draft PPA</p>
11.5.3	<p>..... For the avoidance of doubt and by way of illustration, the Parties agree that if the deficiency in generation is equal to 20% (twenty per cent) of the Contracted Capacity, the Availability shall be deemed to be 80% (eighty per cent) and the Non-Availability hereunder shall be notified by the Supplier to the Utility forthwith.....</p>	<p>We understand, arranging alternate coal is not mandatory and to be exercised on available option basis.</p> <p>However, kindly clarify below:</p> <p>a. What is being referred as Alternate Source and does this include Imported Fuel?</p> <p>b. 30% of Total Tariff or only the Variable Charge?</p>	<p>a. Arranging alternate source is responsibility of Supplier.</p> <p>b. 30% of the Variable Charge</p> <p>c. Understanding is correct.</p>

Response to the queries raised by prospective bidders for bidding under SHAKTI B (v) - PPA

Clause No.	Existing Provision	Clarification Required	PFCL Response
	<p>Provided that where the Fuel is being supplied under allocated coal linkage, the Supplier shall have an option to arrange the Fuel from an alternate source. The Utility shall be intimated if the increase in Variable Charge is greater than 30 % (thirty percent).</p> <p>Provided that if the Utility does not schedule the power, the Supplier shall have the option to offer such power in the power exchange. Provided further that compliance of any order issued by the central government in respect of blending of imported fuel shall be binding on the parties.</p> <p>Provided also that in case of shortage of linkage coal and the Supplier arranges coal from alternate sources, the Energy Charge shall be calculated as per methodology specified in Schedule F.</p>	c. Whether the intimation will be treated as deemed approval from Utility?	
11.5.3	The Utility shall be intimated if the increase in Variable Charge is greater than 30 % (thirty percent).	What is the purpose of this intimation?	Same is as per the Model Power Purchase Agreement notified by MoP on 19.12.2022 and subsequent amendments by MoP.
11.6	Damages	<p>"Clause 11.6 as per SBD should be retained as follows:</p> <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</p>	No incentive is envisaged.

Response to the queries raised by prospective bidders for bidding under SHAKTI B (v) - PPA

Clause No.	Existing Provision	Clarification Required	PFCCL Response
		be calculated and paid at the rate of 50 % (fifty per cent) of the Fixed Charge for Availability in excess of Normative Availability. Provided, however, that any Incentive hereunder shall be due and payable only to the extent of Despatch of the Power Station. For the avoidance of doubt and by way of illustration, in the event the Availability in any month shall exceed the Normative Availability by 3% (three per cent) of the Contracted Capacity but the Despatch during that month shall exceed 1% (one per cent) of the Contracted Capacity, the Incentive payable hereunder shall be restricted to such 1% (one per cent) only."	
11.6.1	Provided that a penalty at the rate of upto 1 % (one per cent) of annual Fixed Charge shall be applicable in case of failure to achieve ramp rate of 1% per minute as per methodology described in Schedule-G.	<p>Ramp up rate of 1% per minute is technically not feasible for Thermal Power Stations, further, if supplier is not able to achieve prescribed ramp up rate, the supplier is already being penalized in terms of DSM charges.</p> <p>Hence, it is not reasonable to charge additional penalty on Fixed Charges to the supplier on account of ramp up rate.</p>	Same is as per the Model Power Purchase Agreement notified by MoP on 19.12.2022 and subsequent amendments by MoP. In view of the same, no change is envisaged.
11.6.2	The Parties expressly agree that within 30 (thirty) days of the close of every Accounting Year, the cumulative monthly Availability for such year shall be determined and the Damages, if any, shall be computed with reference to the Normative Availability for that year. The amount so arrived at shall be adjusted against the Damages determined for the respective	The Parties expressly agree that within 30 (thirty) days of the close of every Accounting Year, the cumulative monthly Availability for such year shall be determined and the <u>Fixed charges and Incentive or Damages, as the case may be, if any</u> , shall be computed with reference to the Normative Availability for that year. The amount so arrived at shall be adjusted against the <u>Fixed charges and Incentive or Damages</u> determined for the respective months of the year and the balance remaining shall be adjusted in the following	<p>No incentive is envisaged</p> <p>In view of the same, no change is envisaged.</p>



Response to the queries raised by prospective bidders for bidding under SHAKTI B (v) - PPA

Clause No.	Existing Provision	Clarification Required	PFCL Response
	months of the year and the balance remaining shall be adjusted in the following Monthly Invoice.	Monthly Invoice.  <u>However, it is clarified that no Damages shall be payable for reduction in Availability on account of deficiency in intra-state transmission system and shortage of fuel.</u>	
11.6.3		In the event that the Availability in any month exceeds the Normative Availability, the Supplier shall, in lieu of a Fixed Charge, be entitled to an Incentive which shall be calculated and paid at the rate of 50 % (fifty per cent) of the Fixed Charge for Availability in excess of Normative Availability. Provided, however, that any Incentive hereunder shall be due and payable only to the extent of Despatch of the Power Station. For the avoidance of doubt and by way of illustration, in the event the Availability in any month shall exceed the Normative Availability by 3% (three per cent) of the Contracted Capacity but the Despatch during that month shall exceed 1% (one per cent) of the Contracted Capacity, the Incentive payable hereunder shall be restricted to such 1% (one per cent) only.	Same is as per the Model Power Purchase Agreement notified by MoP on 19.12.2022 and subsequent amendments by MoP. In view of the same, no change is envisaged.
11.8	Taxes & Duties	Please Clarify, under which component of Tariff (i.e., Fixed Charge & Variable Charge) Electricity Duty should be quoted?	Bidder has to assess the same while submitting the bid.
11.8	11.8.1 The Parties expressly agree that the Tariff shall be inclusive of all taxes and duties. It is further agreed that the Supplier shall pay all taxes	Clause 11.8.2 should be made applicable.	All Taxes to be included in Tariff. Any change in taxes after bid date will be considered under Change in Law provision.

Response to the queries raised by prospective bidders for bidding under SHAKTI B (v) - PPA

Clause No.	Existing Provision	Clarification Required	PFCCL Response
	and duties, in accordance with Applicable Laws.  11.8.2 Omitted		
11.8.1	The Parties expressly agree that the Tariff shall be inclusive of all taxes and duties. It is further agreed that the Supplier shall pay all taxes and duties, in accordance with Applicable Laws.		All Taxes to be included in Tariff.  Any change in taxes after bid date will be considered under Change in Law provision.
11.8.1 & 11.8.2		Variable charges: Bid should be inclusive of GST or Not? Please clarify Clause 11.8.1 & 11.8.2.	The tariff shall be inclusive of all applicable taxes and duties.  Any change in taxes after bid date will be considered under Change in Law provision.
11.9.1	Commencing from the month following the month in which the Appointed Date occurs, the Supplier shall, by the 5th (fifth) day of such and each succeeding month (or, if such day is not a Business Day, the immediately following Business Day), submit in triplicate to the Utility, an invoice in the agreed form (the "Monthly Invoice") signed by the authorised signatory of the Supplier setting out the computation of the Fixed Charge and Variable Charge to be paid by the Utility to the Supplier in respect of the immediately preceding month in accordance with the provisions of	Please clarify the following points:  1) For the purpose of claiming the Fixed Charges billing to be done based on cumulative availability till that month.  2) We understand that bills would be raised based on daily schedule published on RLDC website.	Supplier has to make payment as per extant Regulations.  Bill to be raised as per extant Regulations.

Response to the queries raised by prospective bidders for bidding under SHAKTI B (v) - PPA

Clause No.	Existing Provision	Clarification Required	PFCL Response
	this Agreement.		
<b>11.9.2</b>	11.9.2 The Supplier shall, with each Monthly Invoice submit..... (e) <b>Detailed calculations of the Variable Charge</b> , in respect of the electricity dispatched, computed in accordance with Article 12.....	As per our understanding below calculation is to be submitted under the said requirement:  Units Supplied in a Month in kWh x (cost of Variable charge in Rs/kWh + cost of Transportation charge in Rs/kWh)  Please Clarify.	Calculation will be Units Supplied in a Month in kWh x Variable charge in Rs/kWh  Further, may kindly refer but not limited to Clause 12.3. of draft PPA.
<b>11.9.2</b>	..... (e) detailed calculations of the Variable Charge, in respect of the electricity dispatched, computed in accordance with Article 12; (f) detailed calculations of the Damages in accordance with the provisions of Clause..... (i) details in respect of Damages payable in accordance with the provisions of this Agreement;.....	..... (e) detailed calculations of the Variable Charge, in respect of the electricity dispatched, computed in accordance with Article 12; (f) detailed calculations of the <u>Incentives and/or</u> Damages in accordance with the provisions of Clause..... (i) details in respect of Damages <u>or Incentives</u> payable in accordance with the provisions of this Agreement;.....	No incentive is envisaged
<b>11.9.3</b>	The Utility shall, within 30 (thirty) days of receipt of a Monthly Invoice in accordance with Clause 11.9.1 (the "Payment Due Date"),.....	"It may be revised as below:  The Utility shall, within 30 (thirty) days of receipt of a Monthly Invoice, through e-mail, in accordance with Clause 11.9.1 (the "Payment Due Date"),	Same is as per the Model Power Purchase Agreement notified by MoP on 19.12.2022 and subsequent amendments by MoP. In view of the same, no change is envisaged.
<b>11.9.3</b>	The Utility shall, within 30 (thirty) days of receipt of a Monthly Invoice in accordance with Clause 11.9.1 (the "Payment Due Date"),.....	Please clarify whether the Due Date is including or excluding the date of receipt of invoice.	As per the provisions of Draft PPA.

Response to the queries raised by prospective bidders for bidding under SHAKTI B (v) - PPA

Clause No.	Existing Provision	Clarification Required	PFCL Response
11.10.1	<p>.....For the avoidance of doubt, even if a dispute is resolved amicably, any amount paid after the Payment Due Date shall be deemed as delayed payment for the purposes of payment of interest thereon and provisions <b>of the applicable rules issued by the Ministry of Power</b>, as amended from time to time, shall be applicable on such delayed payments.</p> <p>11.10.2 If any amount is payable by either Party to the other Party upon determination of a dispute regarding any Disputed Amount under the Dispute Resolution Procedure, such amount shall be deemed to be payable on the date when it first became due under this Agreement, and provisions of the applicable rules issued by <b>the Ministry of Powers</b>, as amended from time to time, shall be applicable on such amounts.</p>	Please share the applicable rule issued by Ministry of Power.	Applicable rules are LPS Rules, 2022 issued by MoP.
11.11	<p><b>Discount for early payment:</b></p> <p>The Parties expressly agree that in the event the Utility pays the billed amount within the periods as specified below, it shall be entitled to deduct specified percentage of the</p>	Utility shall be entitled for discount in case of early payment only however, referred clause allows utility to get discount till the payment due date. Further, supplier is not entitled for incentive for higher off-take of power beyond 85% of the Contracted Capacity.	Same is as per the Model Power Purchase Agreement notified by MoP on 19.12.2022 and subsequent amendments by MoP. In view of the same, no change is envisaged.

Response to the queries raised by prospective bidders for bidding under SHAKTI B (v) - PPA

Clause No.	Existing Provision	Clarification Required	PFCCL Response
	<p>amount by way of discount for early payment:</p> <p>(i) Upto 5 days from the date of submission of the invoice - 1.5%</p> <p>(ii) 6 - 10 days from the date of submission of the invoice - 1.4%</p> <p>(iii) 11 - 15 days from the date of submission of the invoice - 1.3%</p> <p>(iv) 16 - 20 days from the date of submission of the invoice - 1.2%</p> <p>(v) 21 - 25 days from the date of submission of the invoice - 1.1%</p> <p>(vi) 26 - 30 days from the date of submission of the invoice - 1.0%</p>	<p>Hence, it is requested to amend the clause by keeping it specific to discount on early payment i.e. within 5 (five) days of the date of submission of the invoice</p>	
11.11	<p><b>Rebate</b></p> <p>The Parties expressly agree that in the event the Utility pays the billed amount within the periods as specified below, it shall be entitled to deduct specified percentage of the amount by way of discount for early payment:</p> <p>(i) Upto 5 days from the date of submission of the invoice - 1.5%</p> <p>(ii) 6 - 10 days from the date of submission of the invoice - 1.4%</p> <p>(iii) 11 - 15 days from the date of submission of the invoice - 1.3%</p> <p>(iv) 16 - 20 days from the date of submission of the invoice - 1.2%</p>	<p>Rebate may please be align with the CERC regulations.</p>	<p>Same is as per the Model Power Purchase Agreement notified by MoP on 19.12.2022 and subsequent amendments by MoP. In view of the same, no change is envisaged.</p>

Response to the queries raised by prospective bidders for bidding under SHAKTI B (v) - PPA

Clause No.	Existing Provision	Clarification Required	PFCCL Response
	(v) 21 - 25 days from the date of submission of the invoice - 1.1% (vi) 26 - 30 days from the date of submission of the invoice - 1.0%		
11.11	<p><b>Discount for early payment:</b></p> <p>The Parties expressly agree that in the event the Utility pays the billed amount within the periods as specified below, it shall be entitled to deduct specified percentage of the amount by way of discount for early payment:</p> <p>(i) Upto 5 days from the date of submission of the invoice - 1.5% (ii) 6 - 10 days from the date of submission of the invoice - 1.4% (iii) 11 - 15 days from the date of submission of the invoice - 1.3% (iv) 16 - 20 days from the date of submission of the invoice - 1.2% (v) 21 - 25 days from the date of submission of the invoice - 1.1% (vi) 26 - 30 days from the date of submission of the invoice - 1.0%</p>	<p>There should be provision in to incentivize Utility(s) to pay early before due date by Graded rebate as being done is previous case-1 bids such that on the due date the rebate is 1%, this will encourage and give option to utility(s) to better rebate/ discount if they pay on earlier than due date.</p> <p>Hence, it is requested to amend the clause suitably by keeping graded discount/ rebate on early payment of submitted invoice.</p>	<p>Same is as per the Model Power Purchase Agreement notified by MoP on 19.12.2022 and subsequent amendments by MoP. In view of the same, no change is envisaged.</p>
12.2	<p><b>Base Variable Charge</b></p> <p>The Parties agree that the variable charge, in accordance with the offer of the Supplier for the Base Year, shall be <b>Rs. ....(Rupees ....)\$ per kWh, [comprising Rs....(Rupees...) per kWh as the cost of Fuel/generating cost and</b></p>	<p>Please clarify:</p> <ol style="list-style-type: none"> <li>Post bidding is Successful Bidder required to satisfy or validate each component of the quoted Variable Charge to the Utility/PFC.</li> <li>The numbers to be captured under 12.3.1 (price notified by CIL &amp; GCV) and 12.3.2 (freight of Indian</li> </ol>	<ol style="list-style-type: none"> <li>Utility / Nodal Agency/ CEA may ask for calculation.</li> <li>Understanding is correct.</li> </ol>

Response to the queries raised by prospective bidders for bidding under SHAKTI B (v) - PPA

Clause No.	Existing Provision	Clarification Required	PFCCL Response
	<p><b>Rs....(Rupees....) per kWh as the cost of transportation of which Rs.....(Rupees....) per kWh shall be in respect of domestic transportation,</b>  .....  .....</p> <p><b>12.3 - Computation of Variable Charge</b></p> <p>Coal from Linkage Coal</p> <p>12.3.1. For the Fuel supplied by CIL through Letter of Assurance, the price of Fuel shall be as specified by the Supplier in its Bid. The Supplier represents and warrants that this is based on <b>price notified by CIL of Rs. .... (Rupees ....) .per tonne</b> and  .....  .....</p> <p>12.3.2 The total cost of transportation of domestic Fuel shall be the cost of transportation as specified by the Supplier in its Bid. The Supplier represents and warrants that this is based on prevailing <b>freight of Indian Railways of Rs(.....)/Tonne</b> for a distance of (.....) km. This component of Variable Charge shall be revised in subsequent years in proportion to the revision in the notified freight rate of Indian Railways.</p>	<p>Railways) are only for the purpose of calculating escalation in future or for any other requirement.</p>	

Response to the queries raised by prospective bidders for bidding under SHAKTI B (v) - PPA

Clause No.	Existing Provision	Clarification Required	PFCCL Response
12.2	<p>The Parties agree that the variable charge, in accordance with the offer of the Supplier for the Base Year, shall be Rs. ....(Rupees ....)\$ per kWh, [comprising Rs....(Rupees....) per kWh as the cost of Fuel/generating cost and Rs....(Rupees....) per kWh as the cost of transportation of which Rs.....(Rupees....) per kWh.</p> <p>As per Clause 5.3 B intra state transmission charges up to delivery point shall be borne by Supplier.</p>	Please clarify if intra state transmission charges paid by Supplier will be reimbursed by the Utility as it is not included under variable charge in the above mentioned PPA Clause.	May kindly refer but not limited to Clause 5.3 & 5.4 of draft PPA.
12.2:	<p><b>Base Variable Charge</b></p> <p>The Parties agree that the variable charge, in accordance with the offer of the Supplier for the Base Year, shall be Rs. ....(Rupees ....)\$ per kWh, [comprising Rs....(Rupees....) per kWh as the cost of Fuel/generating cost and Rs....(Rupees....) per kWh as the cost of transportation of which Rs.....(Rupees....) per kWh shall be in respect of <u>domestic transportation</u>, (the “<b>Base Variable Charge</b>”) which shall be revised in accordance with the provisions of Clause 12.3 to determine the Variable Charge for the relevant period.</p>	<p>What does it mean by domestic transportation in this clause?</p> <p>Does the “domestic transportation” mean only railway freight?</p>	May kindly refer but not limited to Clause 12.3.2 of draft PPA.
12.3	Computation of Variable Charge	Please clarify how the variable charge will be computed?	Tariff which include Base Fixed Charge and Base Variable Charge are to be quoted by the Bidder.



Response to the queries raised by prospective bidders for bidding under SHAKTI B (v) - PPA

Clause No.	Existing Provision	Clarification Required	PFCCL Response
		<p>If the Base Tariff after two years get doubled than will variable charge will also get doubled. Please explain with example.</p> <p>We understand that on Bid date the Base Tariff is X1 and Coal price is V1 and after 2 years the Base Tariff is X2 and coal price become V2 then the computation of variable charge shall be :</p> $X1/X2 = V1/V2$ <p>Please clarify.</p>	Any variation in Fixed Charge and Variable Charge will be as per provisions of draft PPA.
12.3.1	<p><b>Computation of Variable Charge</b></p> <p>For the Fuel supplied by CIL through Letter of Assurance, the price of Fuel shall be as specified by the Supplier in its Bid. The Supplier represents and warrants that this is based on price notified by CIL per tonne and coal grade ...as on Bid Date. This component of Variable Charge shall be revised in subsequent years in proportion to the revision in price notified by CIL</p>	It is understood that as per CERC Regulations, as Received GCV based on Third Party Sampling shall be used for computation of fuel Cost.	The Extant regulation of CERC may be applicable.
12.3.1	<p>For the Fuel supplied by CIL through Letter of Assurance, the price of Fuel shall be as specified by the Supplier in its Bid. <b>The Supplier represents and warrants that this is based on price notified by CIL of Rs. .... (Rupees ....) .per tonne and coal grade ...as on Bid Date.</b> This component of Variable Charge shall be revised in subsequent years in</p>	<p>Please clarify below points: -</p> <ol style="list-style-type: none"> <li>1) CIL notified price to be mentioned shall be corresponding to G13 grade.</li> <li>2) The said clause only talks about revision in price notified by CIL. Suppose during the contract period Surface Transportation Charges, Crushing Charges, Evacuation charges etc. increases then how shall the revision in tariff take place?</li> </ol>	<ol style="list-style-type: none"> <li>1. Yes, notified price shall be corresponding to G13 grade.</li> <li>2. Bidder has to consider all the charges. For any change after bid date may kindly refer but not limited to Clause 12.3 of draft PPA.</li> </ol>

Response to the queries raised by prospective bidders for bidding under SHAKTI B (v) - PPA

Clause No.	Existing Provision	Clarification Required	PFCCL Response
	proportion to the revision in price notified by CIL.		
12.3.1	For the Fuel supplied by CIL through Letter of Assurance, the price of Fuel shall be as specified by the Supplier in its Bid. The Supplier represents and warrants that this is based <b><u>on price notified by CIL of Rs. .... (Rupees ....) .per tonne and coal grade ...</u></b> as on Bid Date. This component of Variable Charge shall be revised in subsequent years in proportion to the revision in price notified by CIL	The PFFCL / Authorised Representative has mentioned the coal grade as G-13 from MCL mine(s) in the RFS document. Further, we will appreciate that the base price of coal is being notified by the Coal India/ its subsidiary(s) viz. MCL on time to time basis and further, the coal price also includes other components, taxes, local levy(s) which may vary from mine to mine so request to please amend the word price to “basic price of “Pit head run of mine (ROM) of non-coking coal for Power utilities”	Bidders whose plant are non-pit head will also participate in this tender.  In view of this, no change is envisaged.
12.3.2	The total cost of transportation of domestic Fuel shall be the cost of transportation as specified by the Supplier in its Bid. The Supplier represents and warrants that this is based on prevailing freight of Indian Railways of Rs(.....)/Tonne for a distance of (.....) km. This component of Variable Charge shall be revised in subsequent years in proportion to the revision in the notified freight rate of Indian Railways	The company wants to convey to the PFFCL that the freight chart of Indian Railways are being levied based on the notified rates of Ministry of Railways, Government of India. The freight route are being decided by the Indian Railways and no bidder can decide the route from Source to power plant of bidding company. Further, there are numerous railway siding/ wharfwall which are mine-wise (currently not disclosed) at the two identified source of Talcher/ IB valley field from where the Railways use to allocate rakes.  In view of the above, it will be difficult for bidder to exactly convey distance while bid submission so request PFFCL / Authorized representative to delete this clause or allow the supplier to fill this section post sharing of the LOA by Utility(s) to the successful bidder/ supplier.	Same is as per the Model Power Purchase Agreement notified by MoP on 19.12.2022 and subsequent amendments by MoP. In view of the same, no change is envisaged.

Response to the queries raised by prospective bidders for bidding under SHAKTI B (v) - PPA

Clause No.	Existing Provision	Clarification Required	PFCCL Response
12.3.2	The total cost of transportation of domestic Fuel shall be the cost of transportation as specified by the Supplier in its Bid. The Supplier represents and warrants that this is based on prevailing freight of Indian Railways of Rs(.....)/Tonne for a distance of (.....) km. This component of Variable Charge shall be revised in subsequent years in proportion to the revision in the notified freight rate of Indian Railways.	<p>Please clarify below:</p> <p>1) If the proposed changes is not acceptable then how should bidder take in to account road mode transportation for Power Station which do not have railway infrastructure.</p> <p>2) We understand that coal under the linkage coal shall be provided from more than one mine. So, what distance should bidders consider for quoting railway freight.</p>	Same is as per the Model Power Purchase Agreement notified by MoP on 19.12.2022 and subsequent amendments by MoP. In view of the same, no change is envisaged.
12.3.3	Due to non-availability of rail transportation, the Supplier may arrange for part road transport for transporting coal to nearest feasible railway siding. The distance of such road transport shall be reduced from the distance of rail transport for computation of cost of transportation under clause 12.3.2 above. The cost of road transport shall be payable for the distance of road transportation as above. The cost of fuel transport by road as on the 7 days prior to the publication of RfS shall be considered as Rs. 11.52 per tonne per km. Provided that this rate shall be escalated on monthly basis based on the appropriate component in the CPI. The cost of road transport as	<p>Please clarify below points:</p> <p>1) By non-availability of rail transportation is applicable on bid due date or on real time?</p> <p>2) The rate of Rs. 11.52 per tonne per km shall be revised by which component of CPI? Fuel &amp; Light?</p>	<p>1. As per provisions of draft PPA.</p> <p>2. Transportation and Communication Component of CPI.`</p>

Response to the queries raised by prospective bidders for bidding under SHAKTI B (v) - PPA

Clause No.	Existing Provision	Clarification Required	PFCCL Response
	computed above shall be recovered as part of the monthly invoice billed to the Utility by the Supplier		
<b>12.3.3</b>	Due to non-availability of rail transportation, the Supplier may arrange for part road transport for transporting coal to nearest feasible railway siding. The distance of such road transport shall be reduced from the distance of rail transport for computation of cost of transportation under clause 12.3.2 above. The cost of road transport shall be payable for the distance of road transportation as above. The cost of fuel transport by road as on the 7 days prior to the publication of RfS shall be considered as Rs. 11.52 per tonne per km. Provided that this rate shall be escalated on monthly basis based on the appropriate component in the CPI. The cost of road transport as computed above shall be recovered as part of the monthly invoice billed to the Utility by the Supplier	Rate of road transportation is indicated as Rs.11.52 per tonne per km. Pl indicate the basis of this.  Actual cost of road transportation shall be payable or not?	Same is as per the Model Power Purchase Agreement notified by MoP on 19.12.2022 and subsequent amendments by MoP.
<b>12.3.3</b>		What will be impact on Diesel hike for the road transportation charges.	As per the provisions of Draft PPA.
<b>12.4</b>	In the event the Supplier anticipates a shortfall in the production of electricity for supply to the Utility from Contracted Capacity on account	In the event the Supplier anticipates a shortfall in the production of electricity for supply to the Utility from Contracted Capacity on account of a shortfall in Fuel for reasons beyond the control of the Supplier, the	May kindly refer but not limited to Clause 11.5.3 of draft PPA.

Response to the queries raised by prospective bidders for bidding under SHAKTI B (v) - PPA

Clause No.	Existing Provision	Clarification Required	PFCCL Response
	of a shortfall in Fuel for reasons beyond the control of the Supplier, the Supplier shall, as soon as practicable but in any event no later than 7 (seven) days from the date when it anticipated the shortage of Fuel, notify the Utility of the nature, extent and period of shortage of Fuel and the reasons thereof. For the avoidance of doubt, the Parties expressly agree that no Tariff shall be payable to the Supplier for any shortfall in Availability occurring on account of shortage of Fuel.	Supplier shall, as soon as practicable but in any event no later than 7 (seven) days from the date when it anticipated the shortage of Fuel, notify the Utility of the nature, extent and period of shortage of Fuel and the reasons thereof. For the avoidance of doubt, the Parties expressly agree that no Tariff shall be payable to the Supplier for any shortfall in Availability occurring on account of shortage of Fuel, <u>save and except as provided in Clause 11.4.4.</u>	
12.4	Shortage of Fuel	There is no control of generator on Fuel arrangement, so the Fixed Cost shall be payable to GENCOS in case of Shortage of Fuel.	May kindly refer but not limited to Clause 11.5.3 of draft PPA.
13.1.1	..... The Parties agree and acknowledge that the Default Escrow Account shall be established and maintained at a bank where Utility's revenue of at least twice the Monthly Payment are normally deposited (the "Default Escrow Bank").The Utility expressly agrees and undertakes that throughout the term of the Contract Period, no less than <b>twice the Monthly</b> Payment shall continue to be deposited at that bank or any substitute thereof that the Parties may by mutual	..... The Parties agree and acknowledge that the Default Escrow Account shall be established and maintained at a bank where <del>Utility's revenue of at least twice the Monthly Payment are normally deposited</del> <u>at least 30% (thirty per cent) of the Utility's total monthly Revenues are normally deposited</u> (the "Default Escrow Bank").The Utility expressly agrees and undertakes that throughout the term of the Contract Period, no less <u>30% (thirty per cent) of its total Revenues</u> <del>than twice the Monthly Payment</del> shall continue to be deposited at that bank or any substitute thereof that the Parties may by mutual agreement determine and Revenues equivalent to <del>1.1 times the sum of 1/12th of the applicable annual Capacity Charge for the relevant</del>	Same is as per the Model Power Purchase Agreement notified by MoP on 19.12.2022 and subsequent amendments by MoP. In view of the same, no change is envisaged.

Response to the queries raised by prospective bidders for bidding under SHAKTI B (v) - PPA

Clause No.	Existing Provision	Clarification Required	PFCL Response
	<p>agreement determine and Revenues equivalent to <b>to 1.1 times the sum of 1/12th of the applicable annual Capacity Charge for the relevant year and 1/12th of the total amount paid on account of variable charge for the last year (the "Monthly Payment")</b> shall be routed every month through the Default Escrow Account in accordance with the provisions of this Clause 13.1 and the Default Escrow Agreement.</p> <p>Provided that in the first year of operation, total amount of variable charge shall be assessed by multiplying energy generation at normative availability and applicable variable charge.</p>	<p><del>year and 1/12th of the total amount paid on account of variable charge for the last year (the <u>30% (thirty per cent) of the annual Capacity Charge (the "Maximum Monthly Payment")</u> shall be routed every month through the Default Escrow Account in accordance with the provisions of this Clause 13.1 and the Default Escrow Agreement.</del></p> <p><del>Provided that in the first year of operation, total amount of variable charge shall be assessed by multiplying energy generation at normative availability and applicable variable charge.</del></p>	
13.2.1	<p>The Utility shall, no later than 30 (thirty) days prior to the likely date of the Appointed Date, provide to the Supplier, an unconditional, revolving and irrevocable letter of credit for an amount equivalent to the <b>Monthly Payment</b> (the "Letter of Credit"), which may be drawn upon by the Supplier for recovery of payment due against the Monthly Invoice in accordance with the provisions of this Agreement. The Letter of Credit</p>	<p>The Utility shall, no later than 30 (thirty) days prior to the likely date of the Appointed Date, provide to the Supplier, an unconditional, revolving and irrevocable letter of credit for an amount equivalent to <u>Twice</u> the Monthly Payment <u>Invoice</u> (the "Letter of Credit"), which may be drawn upon by the Supplier for recovery of payment due against the Monthly Invoice in accordance with the provisions of this Agreement. The Letter of Credit shall be substantially in the form specified in Schedule-E and shall come into effect on the Appointed Date and shall be modified once every year to reflect the revision in Monthly Payment in accordance with</p>	<p>Same is as per the Model Power Purchase Agreement notified by MoP on 19.12.2022 and subsequent amendments by MoP. In view of the same, no change is envisaged.</p>

Response to the queries raised by prospective bidders for bidding under SHAKTI B (v) - PPA

Clause No.	Existing Provision	Clarification Required	PFCCL Response
	shall be substantially in the form specified in Schedule-E and shall come into effect on the Appointed Date, and shall be modified once every year to reflect the revision in Monthly Payment in accordance with the provisions of this Agreement.	the provisions of this Agreement.	
13.2.1	The Utility shall, no later than 30 (thirty) days prior to the likely date of the Appointed Date, provide to the Supplier, an unconditional, revolving and irrevocable letter of credit for an amount equivalent to the Monthly Payment (the "Letter of Credit"), which may be drawn upon by the Supplier for recovery of payment due against the Monthly Invoice in accordance with the provisions of this Agreement.	Since billing is on monthly basis and payment due date is 30 days after billing date. Hence by the time first payment is due the supplier has already supplied power for more than two months, hence the value of LC <b>must be of an amount equivalent to the two months energy bill.</b>	Same is as per the Model Power Purchase Agreement notified by MoP on 19.12.2022 and subsequent amendments by MoP. In view of the same, no change is envisaged.
13.2.2	The Letter of Credit shall be procured by the Utility from a bank where at least <b>twice the value of the Monthly Payment</b> are normally deposited, and which shall have been appointed as the Default Escrow Bank. All costs and expenses relating to opening and maintenance of the Letter of Credit shall be borne by the Utility.	The Letter of Credit shall be procured by the Utility from a bank where at least <del>twice</del> <b>thrice</b> the value of the Monthly Payment are normally deposited, and which shall have been appointed as the Default Escrow Bank. All costs and expenses relating to opening and maintenance of the Letter of Credit shall be borne by the Utility.	Same is as per the Model Power Purchase Agreement notified by MoP on 19.12.2022 and subsequent amendments by MoP. In view of the same, no change is envisaged.

Response to the queries raised by prospective bidders for bidding under SHAKTI B (v) - PPA

Clause No.	Existing Provision	Clarification Required	PFCL Response
13.3.1	<p>..... if the Tariff or part thereof remains unpaid for a period of 1 (one) month from the Payment Due Date, then the recovery shall be made in accordance with the procedure provided in the applicable <b>rules issued by the Ministry of Power</b>, as amended from time to time.</p> <p><b>13.5 Operationalization of Payment security mechanism</b></p> <p>In case of non-maintenance of adequate payment security mechanism provisions of applicable <b>rules issued by the Ministry of Power</b>, as amended from time to time shall apply.</p>	Please share the Ministry of Power rules referred in the said provision.	Applicable rules are LPS Rules, 2022 issued by MoP.
13.5	<p>"Operationalization of Payment security mechanism</p> <p>In case of non-maintenance of adequate payment security mechanism provisions of applicable rules issued by the Ministry of Power, as amended from time to time shall apply."</p>	"Please clarify the rules referred in the said provision."	Applicable rules are LPS Rules, 2022 issued by MoP.
14.1.3	<p>.....</p> <p>However, if the Utility does not schedule the full or part of Contracted Capacity, Supplier may</p>	Please share the Ministry of Power rules referred in the said provision.	Applicable rules are LPS Rules, 2022 issued by MoP.



Response to the queries raised by prospective bidders for bidding under SHAKTI B (v) - PPA

Clause No.	Existing Provision	Clarification Required	PFCL Response
	sell the same through the power exchange in line with the applicable <b>rules issued by the Ministry of Power.</b>		
<b>16.1</b>	<b>Audited accounts</b>	<del>16.1 Audited accounts</del>	Same is as per the Model Power Purchase Agreement notified by MoP on 19.12.2022 and subsequent amendments by MoP. In view of the same, no change is envisaged.
<b>16.2 Appointment of auditor</b>		<del>16.2 Appointment of auditor</del>	
<b>16.2.1</b>	<b>Appointment of Auditors</b> The Supplier shall appoint, and have during the subsistence of this Agreement as its Statutory Auditors, <b>a firm chosen by it and acceptable to the Utility.</b> All fees and expenses of the Statutory Auditors shall be borne by the Supplier.	As Statutory Auditor appointed by CAG, accordingly, this condition should be waived off.	Same is as per the Model Power Purchase Agreement notified by MoP on 19.12.2022 and subsequent amendments by MoP.
<b>16.3</b>	<b>Certification of claims by Statutory Auditors</b> Any claim or document provided by the Supplier to the Utility in connection with or relating to receipts, income, payments, costs, expenses, accounts or audit, and any matter incidental thereto shall be valid and effective only if certified by its Statutory Auditors. For the avoidance of doubt, such certification shall not be required for exchange of information in the normal course of business.	Please clarify what does normal course of business means? Does it include raising bills?	As per the provisions of Draft PPA.

Response to the queries raised by prospective bidders for bidding under SHAKTI B (v) - PPA

Clause No.	Existing Provision	Clarification Required	PFCL Response
17.6	<p><b>Allocation of costs arising out of Force Majeure</b></p> <p>Upon occurrence of a Force Majeure Event after the Appointed Date, the Parties shall bear their respective Force Majeure Costs and neither Party shall be required to pay to the other Party any costs thereof.</p>	<p>Upon occurrence of a Force Majeure Event after the Appointed Date, <u><i>shall be allocated and paid as follows</i></u></p> <p>(a) upon occurrence of a <u><i>Force Majeure Event as per clause 17.2, the Parties shall bear their respective Force Majeure Costs</i></u> <del>the Other events and neither Party shall be required to pay to the other Party any costs thereof.</del></p> <p>(b) <i>upon occurrence of a Other Events as per clause 17.3, all Force Majeure Costs attributable to such Other Events shall be reimbursed by the Utility to the Supplier.</i></p>	<p>Same is as per the Model Power Purchase Agreement notified by MoP on 19.12.2022 and subsequent amendments by MoP. In view of the same, no change is envisaged.</p>
18.2	<p><b>Compensation for default by the Utility</b></p> <p>In the event of the Utility being in material breach or default of this Agreement at any time after the Appointed Date, then the recovery by the Supplier shall be made in accordance with the procedure provided in the applicable <b>rules issued by the Ministry of Power</b>, as amended from time to time.</p>	<p>Please share the Ministry of Power rules referred in the said provision.</p>	<p>Applicable rules are LPS Rules, 2022 issued by MoP.</p>
19.2.1	<p>(d) the Utility has failed to make any payment to the Supplier, and the Supplier is unable to recover any unpaid amounts in accordance with the <b>provisions of the applicable rules issued by the Ministry of Power</b>, or .....</p>	<p>Please share the Ministry of Power rules referred in the said provision.</p>	<p>Applicable rules are LPS Rules, 2022 issued by MoP.</p>

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Clause No.	Existing Provision	Clarification Required	PFCCL Response
19.3.1	<p>Apart from the other payments to be made by the Supplier on Supplier Default..... Fixed Charge that would have been due and payable for Normative Availability for a period of [6 (six) months]<sup>22</sup> as if the Contracted Capacity.....</p> <p><b>19.3.2</b></p> <p>Apart from the other payments to be made by the Utility on Utility Default,..... Fixed Charge that would have been due and payable for Normative Availability for a period of [6(six) months]<sup>23</sup> as if the Contracted Capacity.....</p>	<p>Please clarify Payment due to Termination of contract would be on equitable basis i.e. 5% of Contract Period for both Utility &amp; Supplier as the same is in square bracket.</p>	<p>Payment due to Termination of contract would be 5% of Contract Period for both Utility &amp; Supplier.</p>
21.1	<p><b>Increase in cost</b></p> <p>If as a result of Change in Law, the Supplier suffers an increase in costs or..... the impact of Change in Law to be adjusted and recovered shall be computed in accordance with the procedure provided in the <b>applicable rules issued by the Ministry of Power.</b></p>	<p>Please share the Ministry of Power rules referred in the said provision.</p> <p>In case of levy of new taxes &amp; duties or increase in taxes &amp; duties on coal/fuel or railway freight, which is beyond the control of supplier, Supplier should be compensated with such change in law in reference to the Variable Charges.</p> <p>The methodology provided in the said agreement is linked to capacity charges. Rather, it should be linked to variable charges.</p> <p>So please modify the same.</p>	<p>Applicable rules are Change in Law issued by MoP.</p>

Response to the queries raised by prospective bidders for bidding under SHAKTI B (v) - PPA

Clause No.	Existing Provision	Clarification Required	PFCCL Response
21.1	If as a result of Change in Law, the Supplier suffers an increase in costs of reduction in net after tax return or other financial burden, the aggregate financial effect of which exceeds 0.1% of the capacity charge in any accounting year ..... the impact of Change in law to be adjusted and recovered shall be computed in accordance with the procedure provided in the applicable rules issued by Ministry of Power.	As per revised environmental norms issued vide MOEF notification dated 07.12.2015 installation and commissioning of FGD system is to be carried out by all power plants. Please clarify if the cost of installation and commissioning of FGD system is covered under the above mentioned Change in Law clause of PPA.	Any change in regulation after Bid Due Date will be considered under Change n Law.
23.1	<b>Dispute resolution</b> 23.1.3 If in spite of their best efforts, the parties fail to resolve the dispute, the same shall be referred for resolution under the Conciliation Committee of Independent Experts (CCIE) constituted by the Appropriate Government.	Please define Appropriate Government considering the Supplier will be entering in to PPA with more than one Utility?  Further, before participation in the tender Bidders should have clarity how the disputes, if any, shall be addressed.	Appropriate Government shall mean Central Government
25.4	<b>Delayed payments</b> The Parties hereto agree that payments due from one Party to the other Party under the provisions of this Agreement shall be made within the period set forth therein, and in the event of delay beyond such period the recovery thereof shall be in accordance with the <b>applicable rules issued by the Ministry of Power</b> , as amended	Please share the Ministry of Power rules referred in the said provision.	Same is as per the Model Power Purchase Agreement notified by MoP on 19.12.2022 and subsequent amendments by MoP. In view of the same, no change is envisaged.

Response to the queries raised by prospective bidders for bidding under SHAKTI B (v) - PPA

Clause No.	Existing Provision	Clarification Required	PFCL Response
	from time to time..		
<b>Article 15</b>	<p>15.2 Insurance Cover</p> <p>Without prejudice to the provisions contained in Clause 15.1, the supplier shall, during the operations Period, procure and maintain Insurance Cover including but not limited to the following –</p> <p>(b) comprehensive third party liability insurance including injury to or death of personnel of the Utility or others caused by the Project.</p>	<p>Why is this additional cover cost required to be borne by supplier?</p> <p>What is the necessity of this cover to be additionally availed by Supplier? How often the personnel of the Utility are likely to visit the Project during contract period.?</p> <p>Please explain the necessity of this cover to be additionally borne by the supplier.</p>	<p>Same is as per the Model Power Purchase Agreement notified by MoP on 19.12.2022 and subsequent amendments by MoP.</p>
<b>Article 16</b>	<p>16.2 Appointment of auditors</p> <p>16.2.1 The Supplier shall appoint, and have during the subsistence of this Agreement as its Statutory Auditors, a firm chosen by it and acceptable to the Utility.</p> <p>16.2.2 The Supplier may terminate the appointment of its Statutory Auditors after a notice of 45 (forty five) days to the Utility, subject to the replacement of Statutory Auditors being appointed in the manner specified in Clause 16.2.1</p>	<p>Statutory Auditors firm in India are registered with Institute of Chartered Accountants of India (ICAI) which is a professional body.</p> <p>Why is the requirement in Clause 16.2.1 which states Statutory Auditors firm chosen by Supplier and <u>acceptable to the Utility</u> and Clause 16.2.2 for notice of 45 (forty five days) to the Utility for terminate the appointment of its Statutory Auditors?</p> <p>What is the locus standi of the Utility for acceptability of Statutory Auditors firm chosen by Supplier and intimation for termination of Statutory Auditors by Supplier, apart from the commercial contractual arrangement/PPA likely to be with any supplier for power purchase under the said BID.</p>	<p>Same is as per the Model Power Purchase Agreement notified by MoP on 19.12.2022 and subsequent amendments by MoP. In view of the same, no change is envisaged.</p>

Response to the queries raised by prospective bidders for bidding under SHAKTI B (v) - PPA

Clause No.	Existing Provision	Clarification Required	PFCCL Response
		Request to eliminate this clause.	
<b>Article 16</b>	16.1.2 The Supplier shall, within 30 (thirty) days of the close of each quarter of an Accounting Year, furnish to the Utility its unaudited financial results in respect of the preceding quarter, in the manner and form prescribed by the Securities and Exchange Board of India for publication of quarterly results by the companies listed on stock exchange.	<p>Why is this requirement stated to provide unaudited financial after close of each quarter when in Clause 16.1.1 it is already stipulated to provide Audited financials within close of 90 (ninety) days of close of the Accounting Year.</p> <p>Kindly eliminate Clause no. 16.1.2.</p>	Same is as per the Model Power Purchase Agreement notified by MoP on 19.12.2022 and subsequent amendments by MoP. In view of the same, no change is envisaged.
<b>Article 16</b>	16.1.1 it is stated in the para that "The Supplier shall provide 2 (two) copies of Balance Sheet, Cash Flow Statement and Profit and Loss Account, along with a report thereon by its Statutory Auditors, within 90 (ninety) days of close of the Accounting Year to which they pertain".	Kindly request you to amend the Clause 16.2.1 & make it to provide the audited financials within 120 (One Twenty) days of close of the Accounting year, instead of 90 (ninety) days.	Same is as per the Model Power Purchase Agreement notified by MoP on 19.12.2022 and subsequent amendments by MoP. In view of the same, no change is envisaged.
<b>Article 26</b>	<p><b>Definitions</b></p> <p><b>"Appointed Date"</b> means the date on which all the Conditions Precedent are achieved and every Condition Precedent is either satisfied or waived, as the case may be, in accordance with the provisions of this Agreement, and such date shall be the date of commencement of the Contract Period;</p>	<p>This may be modified as</p> <p><b>"Appointed Date"</b> means the date on which all the Conditions Precedent are achieved <b>and supply must commence only after 30 days of execution of FSA</b> and every Condition Precedent is either satisfied or waived, as the case may be, in accordance with the provisions of this Agreement, and such date shall be the date of commencement of the Contract Period;</p>	Same is as per the Model Power Purchase Agreement notified by MoP on 19.12.2022 and subsequent amendments by MoP. In view of the same, no change is envisaged.

Response to the queries raised by prospective bidders for bidding under SHAKTI B (v) - PPA

Clause No.	Existing Provision	Clarification Required	PFCCL Response
<b>Schedule F</b>	<p>METHODOLOGY FOR CALCULATION OF ECR FOR BLENDING WITH ALTERNATE SOURCES</p> <p>Methodology for calculating compensation</p> <p>Step-1: ECR linkage Coal (Delivery point) = ECR Quoted</p> <p>Step -2: ECR imported Coal/arranged from other sources (Delivery point) = {[GSHR/GCV of imported /other Coal] x [Price of Imported/other Coal] x [1/(1-AuxConsumption)] x [1/(1-Applicable Transmission losses)]}</p> <p>Step-3: ECR Chargeable (Delivery point) = {(GXECRatStep-1) + [ECR computed at Step-2 x (1-G)]}</p> <p>Step-4: Compensation = {(ECR as computed at Step-3 minus ECR at Step-1) x Scheduled Generation at Delivery Point}.</p> <p>Where,</p> <p>G= % Generation achieved based on Actual linkage Coal received;</p>	<p>If the Central Govt issue direction under Section -11 to the generation companies to import and blend the Imported Coal, then the compensation should be irrespective of actual linkage coal received at plant</p> <p>Therefore, it is to be requested that please modify the definition of G in case of mandatory direction as follows:</p> <p>G=% Generation achieved based on Imported Coal.</p>	As per letter issued by MoP dated 21.3.2023

Response to the queries raised by prospective bidders for bidding under SHAKTI B (v) - PPA

Clause No.	Existing Provision	Clarification Required	PFCL Response
	<p>GSHR = Normative Gross Station Heat Rate for similar generating units as per applicable CERC Regulations under Section 62 of the Act;</p> <p>Aux Consumption=Normative auxiliary consumption for similar generating units as per applicable CERC Regulations under Section 62 of the Act;</p>		
<b>Schedule F</b>	<p>METHODOLOGY FOR CALCULATION OF ECR FOR BLENDING WITH ALTERNATE SOURCES</p> <p>Where, G= %Generation achieved based on Actual linkage Coal received;</p>	It is requested to amend the mentioned definition, as per Ministry of Power (MOP) Clarifications dated 21.03.2023 clarifying the Interpretation issues in methodology prescribed for recovery of additional cost of blending	Same is as per the Model Power Purchase Agreement notified by MoP on 19.12.2022 and subsequent amendments by MoP. In view of the same, no change is envisaged.
<b>Schedule – F</b>	<p><u>Methodology for calculation of compensation due to blending of Imported coal or coal arranged by Supplier from alternate sources due to shortfall in linkage coal</u></p> <p>The SHR and Auxiliary Consumption for calculations shall be as considered by CERC for similar projects whose tariff is being determined under section 62 of the</p>	<p>It is understood that SHR &amp; Auxiliary Consumption Value shall be as per CERC Regulations for domestic coal. Pl Clarify.</p> <p>Also, while taking Coal requirements, 7.125% Aux is considered? Pl clarify.</p>	Bidder has to ascertain and asses the same while submitting bid.



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Clause No.	Existing Provision	Clarification Required	PFCL Response
	Act for relevant unit capacity and configuration.		
<b>Schedule – F</b>		In case there is any shortfall in domestic coal & coal from alternate source is used as a substitute, we understand that as per Schedule-F ( of Draft PPA) that usage of alternate coal will be on pass through basis. Kindly confirm.	As per the provisions of Draft PPA.
<b>Additional Fuel Supply Agreement</b>		If the fuel supplied by CIL or its subsidiaries for the Contracted Quantum is less for generation of 100% quantum then Supplier in consultation with Utility can arrange additional fuel to meet the requirement of 100% contracted capacity.	As per the provisions of Draft PPA.
Additional clause to be mentioned		Clause to be added. 17.9 Relief for Unforeseen Events	Same is as per the Model Power Purchase Agreement notified by MoP on 19.12.2022 and subsequent amendments by MoP. In view of the same, no change is envisaged.
Incentive	As per the current practice supplier is entitle to receive incentive for higher off-take of power beyond Normative Availability (NA) of 85%.	Supplier should be entitled to received incentive for higher off-take of power beyond NA. It is requested to add the incentive clause.	Same is as per the Model Power Purchase Agreement notified by MoP on 19.12.2022 and subsequent amendments by MoP. In view of the same, no change is envisaged.