Queries/ Request for Additional Information on RFQ-DBFOO, RFP-DBFOO and PSA-DBFOO for 1600 MW Power Project

Submitted by Adani Power Limited, in accordance with Clause 1.2.10 of the RFQ-DBFOO and Clause 1.2.11 of the RFP-DBFOO

S. NO.	Document	Clause Ref.	Existing Provision	Suggested modification / comment / clarification required	Rationale	Remark
1	NIT	3. Bidding Process	3. Bidding Process The MSEDCL has adopted two stage bidding process to for procuring of 1600MW of power as per guidelines for long term procurement of electricity from Thermal Power Stations set up on design, build, finance, own and operate ("DBFOO") basis……..	Utility has mentioned that the bidding process will be two stage process, however, as per the schedule of bidding process mentioned in Clause 1.3 of the RFQ we understand that it is a single stage bidding process. Kindly confirm the same.		Qualification stage will not be there as mentioned in SBD. Procedure starts from Bid stage i.e. Technical bid will be opened on bid due date & the technically qualified bidders will be intimated & financial bid will be opened for technically qualified bidders. Intimation of E-reverse auction will be provided.
2	NIT	Letter Comprising the Bid	8. I/ We shall keep this offer valid for 180 (one hundred and Eighty) days from the Bid Due Date specified in the RFP-DBFOO.	This point conflicts with provisions of RFQ & RFP which mention that Bid Validity should be 120 days. Kindly confirm the Bid Validity period to be considered by the bidders.		Bid Validity period is 120 days from the bid due date. The said clause of Letter Comprising the bid may be read as follows: "8. I/ We shall keep this offer valid for 120 (one hundred and Twenty) days from the Bid Due Date specified in the RFP-DBFOO."
3	RFQ	1.2.9	The Selected Bidder shall surrender the proportionate quantity of any existing Letter of Assurance /Fuel Supply Agreement to the supplier of the coal, not being the Letter of Assurance/ Fuel Supply Agreement arranged by the Utility, corresponding to the tenure of the Letter of Assurance /Fuel Supply Agreement arranged by the Utility. Further and other details of the process to be followed at the Bid Stage and the terms thereof will be spelt out in the	The said provision is not applicable and hence may kindly be deleted.	Since the bid requires development of new power station and coal allocation is under SHAKTI B(iv), the said provision is not relevant in the present case. Hence, it may be deleted.	Accepted.

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			Bidding Documents.			
4	RFQ	2.2.4	2.2.4 The Applicants shall enclose with its Application, to be submitted as per the format at Appendix-I, complete with its Annexes, the following: (i) Certificate(s) from firm of auditor / statutory auditors of the Applicant or its Associate or the concerned client(s) stating the payments made/ received or works commissioned, as the case may be, during the past 5 years in respect of the projects specified in paragraph 2.2.2 (A) above. In case a particular job/ contract has been jointly executed by the Applicant (as part of a consortium), it should further support its claim for the share in work done for that particular job/ contract by producing a certificate from its statutory auditor or the client; and	Issuance of certificates from the Statutory Auditor is very lengthy and tedious process. Hence, we request you to kindly allow bidders to submit certificates issued by a practicing Chartered Accountant.	The said change was allowed by MSEDCL in 2024 bidding process and was approved by Hon'ble MERC as well.	Accepted.

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			(ii) certificate(s) from firm of auditor / statutory auditors of the Applicant or its Associates specifying the Net Worth of the Applicant, as at the close of the preceding financial year, and also specifying that the methodology adopted for calculating such Net Worth conforms to the provisions of this Clause 2.2.4 (ii). For the purposes of this RFQ - DBFOO , net worth (the "Net Worth") shall mean the sum of subscribed and paid up equity and reserves from which shall be deducted the sum of revaluation reserves, miscellaneous expenditure not written off and reserves not available for distribution to equity share holders.			
5	RFQ	2.2.8	An Applicant including any Consortium Member or Associate should, in the last 3 (three) years, have…….. If any Associate of the Applicant or the Consortium member has defaulted under the financing agreement(s) or admitted into CIRP or liquidation process by NCLT, such Applicant/ Consortium will not be eligible for the Bidding Process.	Kindly clarify that such restriction regarding an Associate shall not apply to those entities that have been acquired by an Applicant following a CIRP / NCLT process.		The said clause is self explanatory.

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6	RFQ	Appendix-I Letter Comprising the Application for Pre-Qualification	2. I/ We acknowledge that the Utility will be relying on the information provided in the Application and the documents accompanying such Application for pre- qualification of the Applicants for the aforesaid project, and we certify that all information provided in the Application and in Annexes I to VI is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Application are true copies of their respective originals.	**Kindly modify the clause as under:** 2. I/ We acknowledge that the Utility will be relying on the information provided in the Application and the documents accompanying such Application for pre- qualification of the Applicants for the aforesaid project, and we certify that all information provided in the Application and in Annexes I to V is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Application are true copies of their respective originals.	Since the Annexure-VI is omitted in the RFQ-DBFOO, hence the change is suggested.	Accepted.
7	RFQ	Appendix-I Annex-I Details of the Applicant	7. A statement by the Applicant and each of the Members of its Consortium (where applicable) or any of their Associates disclosing material non-performance or contractual non-compliance in past projects, contractual disputes and litigation/ arbitration in the recent past is given below (Attach extra sheets, if necessary):	We understand that the words "recent past" refers to events occurring within a period of 1 year prior to submission of the Application Due Date (RFQ submission date). Kindly confirm.	The said change was allowed by MSEDCL in 2024 bidding process and was approved by Hon'ble MERC as well.	It is to clarify that the words "recent past" refers to events occurring within a period of last 3 years prior to submission of the Application Due Date (RFQ submission date).
8	RFQ	Appendix-II	Power of Attorney for signing of Application and Bid	Kindly specify the value of stamp paper on which the document should be executed.		Rs. 500 stamp paper
9	RFQ	Net Worth Certific		Request you to please permit bidders to submit the certificates relating to Financial and Technical	It may kindly be noted that the SBD does not specify the Net worth certificate format.	The seal and signature of the CA firm is required along with UIDAI details.

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		ate, PPP Projects Certificate or any other Certificate		Capacity as per the ICAI guidelines.	Statutory Auditors needs to follow the guidelines specified by Institute of Chartered Accountants of India (ICAI), for issuance of the certificates as specified in the RFQ and therefore, the format of the certificates would be as per the said guidelines.	
1	RFQ	Appendix-VII Details of Allocated Coal Linkage	[Details to be provided with respect to Location of Coal Mine and Quality of Coal]	Kindly provide the details of Allocated Coal Linkage under SHAKTI Policy.		Attached as annexure-1
1	RFP	2.11.2 B	B. Documents to be submitted online: The documents shall include: ……. (d) A copy of the draft PSA-DBFOO with each page initialed by the person signing the Bid in pursuance of the Power of Attorney referred to in Clause (b) hereinabove. ……	**Kindly modify the clause as under:** B. Documents to be submitted online: The documents shall include: …….. (d) …….	We understand that the Bid submission will be online on Bharat- electronic tender portal. Based on the past experience, it was observed that the portal requires each bidder to digitally sign the tender documents issued by the Utility. Therefore, there will be no need to initial each page of the draft PSA since the bidder will sign all the tender documents digitally on the Portal. Hence, the change is suggested.	Not accepted.
1	RFP	3.3.2	E-reverse auction	We request Utility to kindly arrange a mock auction on Bharat electronic tender Portal prior to Bid		Such mock test is not required as this portal has been already used by MSEDCL to float previous 1600 MW long term and 1000 MW

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				Due Date.		MTPP tender & also other tenders floated by Renewable energy section.
1	RFP	3.3.2 (b)	Generally, the Lowest Bidder shall be the selected Bidder. The remaining Bidders shall be kept in reserve and may, in accordance with the process specified here, be invited to match the Bid submitted by the Lowest Bidder in case such Lowest Bidder withdraws or is not selected for any reason or in case the Capacity Required as per Clause 1.2.8 is not fully met by the Lowest Bidder.	1 - We understand that "Lowest Bidder" means the L1 bidder at the conclusion of e-Reverse Auction stage. Kindly confirm. 2 - In case the aforesaid Lowest Bidder has bid for full capacity, the entire capacity will be allocated to it. However, in case Lowest Bidder has bid for 50% capacity, the balance 50% capacity will be offered to the L2 bidder at the end of conclusion of e-Reverse Auction. Kindly confirm.		1. During E- reverse auction utility may mention celing price to discover competitive tariff. 2. In case Lowest Bidder has bid for 50% capacity, the balance 50% capacity will allocation will be purely at the discretion of the utility depending upon the rate offered by L2 bidder.
1	RFP	3.3.2 (c)	The shortlisted Bidders after elimination in e-Tender stage will be intimated individually by system generated emails only. The e-Reverse Auction shall start within 120 minutes of opening of the RFP bids and shall continue for a period of next 120 minutes with auto extension of 10 minutes, as applicable. ……	We understand that the "shortlisted bidders after elimination in e-Tender stage" referred herein means the bidders who have qualified the technical and financial requirements as per RFQ-DBFOO. Kindly confirm.		The "shortlisted bidders after elimination in e-Tender stage" referred herein means the bidders who have qualified the technical and financial requirements as per RFQ-DBFOO and accordingly whose financial bids are opened.
1	RFP	3.3.2 (d)	During the e-Reverse Auction Stage, the utility may mention ceiling price below which bidders have to quote Tariff. The Bidders will have the	1. We understand that reduction in Total Tariff as referred to herein implies that the Bidder shall be allowed to reduce the Fixed Charge, Fuel Charge or any its		Any Reduction in Total tariff implies reduction either in fixed charge or in fuel charge. It is clarified that, there will be no reduction in ISTS losses and charges allowed. 2. Not accepted. Mentioning the celing price is

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			option of reducing the Tariff quoted by them at e-Tender Stage in their Bids in decrements of 1 (one) paisa or multiples thereof. For avoidance of doubt it is clarified that, reduction of tariff during E-reverse auction stage will be through reduction in only the Total tariff complying clause 3.5.2 of RFP.	components or combination thereof, but not the ISTS Charges & Losses, if applicable. Kindly confirm. 2. We request Utility to kindly remove the concept of ceiling price. The e-Reverse auction starts from the L1 price, hence it automatically acts as a ceiling price. Therefore, there is no need for Utility to mention ceiling price.		at the Discrition of utility.
1	RFP	3.5.2	3.5.2 …… …….. Bid evaluation of all the bidders will be done at Total tariff derived at delivery point i.e Maharashtra State periphery. The bidder have to quote tariff (Fixed Charge & variable Charge) at Point of Grid connectivity as defined in PSA and applicable ISTS Charges and Losses as provided by MSEDCL in below table No.1 and 2. For avoidance of dought it is clarified that for Project which is connected to ISTS(Located either within Maharashtra or outside Maharashtra) shall consider the ISTS chrges and Losses as provided in Table 1. In case project is connected to STU	Kindly provide clarification on below points: 1. We understand that for projects located outside Maharashtra state and connected to Inter-State Transmission System (ISTS), the Point of Grid Connection will be the nearest ISTS substation, at Power Station end. Kindly Confirm. 2. Further, in such a case as referred to in serial no. 1 above, the applicable ISTS Charges and losses, as on Bid Due Date, will be added by Utility in the tariff quoted by the Bidder only for the purpose of bid evaluation.		1. ISTS connectivity point means the point where metering is done by the CTU and scheduling is carried out by the concerned RLDC and DSM is computed by the concerned RPC based on the metering data of the said ISTS connectivity point. 2. The cost of transmission charges and f transmission losses have been mentioned in RFP and shall be considered solely for evaluation purposes of total tariff discovered at STU periphery.

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			netweork of other than Maharashtra then bidders shall bear transmission charges and losses of the state in which said project is located. In this case, the bidder shall quote the effective tariff at ISTS point after accounting transmission charges and losses of other state.			
1	RFP	3.5.2		As per Clause 5.1.6 of the PSA, Bidder may choose to construct a Dedicated Transmission Line from its Power Station up to the Delivery Point, i.e., any point in Intra-State Grid of Maharashtra at 220 kV/ 400KV/ 765 KV S/s. In such a case, for bid evaluation the ISTS charges and losses shall not be added to the Quoted Tariff of that bidder. Kindly confirm.		As per cl.5.1.6 of PSA, In case the Supplier is setting up a dedicated transmission line upto STU, the transmission charge/loss upto Delivery Point shall be borne by the Supplier for the entire duration of this Agreement. Hence, in such case, for bid evaluation the ISTS charges and losses shall not be added to the Quoted Tariff of that bidder. However, in case such dedicated transmission line becomes a part of CTU network during the term of this Agreement, the transmission charges applicable to the Utility shall be reimbursed by the Supplier to the Utility on actual basis.
1	RFP	3.5.2	Table 1 : For Project connected to ISTS network (Located either outside or inside Maharashtra) …….	We understand that the ISTS Transmission Charges and Losses of Rs. 0.51/ kWh and Rs. 0.21/ kWh respectively, as mentioned in Table No. 1 of Clause 3.5.2 are only for illustrative purposes and the actual ISTS Transmission Charges and Losses, as applicable on the Bid Due Date will be notified by the utility for the purpose of this clause 3.5.2. It is requested that such applicable ISTS charges and losses shall be		The Transmission charges and losses mentioned in RFP will be considered for evaluation purpose and actual ISTS charges and losses applicable as on 7 days prior to bid due date will not be considered as the risk of increase in transmission charges/losses is to be borne by the utility throughout the contract period.

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				notified by utility at least 7 days prior to the Bid Due Date.		
1	RFP	3.5.2	Table 1: Cost of ISTS Transmission Losses has been mentioned as Rs. 0.21/kWh	ISTS Transmission losses are calculated as a "%" of sum of Total Tariff (Fixed Charge + Fuel Charge) and ISTS Transmission Charges. Therefore, ISTS Transmission losses will vary for each bidder depending on their Quoted Tariff. Kindly provide clarification on the same.		Transmission losses mentioned in RFP are fix irrespective of the total tariff (Fixed+ Fuel charge) quoted by the bidders.
2	RFP	Appendix-I Letter Comprising the Bid	31. I/ We undertake to feed electric supply into the grid at a point that is economical and efficient, as determined by the RLDC or SLDC, as the case may be.	**Kindly modify the Clause as under:** 31. I/ We undertake to feed electric supply into the grid at the Point of Grid Connection as defined in the PSA-DBFOO.	Supplier is required to supply power at the Point of Grid Connection, hence change is suggested.	No change
2	RFP	Appendix-I Letter Comprising the Bid	34. …….. (c) Rs. .... and paise …. (Rupees.... and paise ….) per kWh on account of washing. ……..	Kindly provide the "average cost of washing incurred by CIL" to be considered by the bidders for the purpose of this clause. It may be noted that the said information is not publicly available and CIL also does not provide the same to Bidders. Hence, Utility may kindly take up with CIL to provide the said information prior to bidding process. Else, Bidder's may be asked to quote NIL washing charges, and if incurred in future, the same may be treated under Change in Law event		Said information is to be provided by the bidder. If bidder quoted washing charges as NIL and if incurred in future, same will not be treated under change in law event and shall not be allowed on pass-through basis. (Please refer Cl. 34.2 of PSA).

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				and shall be allowed on pass-through basis in accordance with the terms of PSA.		
2	RFP	Appendix-I Letter Comprising the Bid	34. …….. I/we hereby submit that we would be sourcing the coal from coal linkage allocated vide Letter of Assurance /FSA dated (copy enclosed). The notified price as per Letter of Assurance /FSA is Rs. per MT and GCV of _ _ _ kCal/Kg. The ex-mine cost of coal for the above coal linkage allocation as intimated by Utility vide communication dated is Rs. ` / MT. ……..	**Kindly modify the provision as under**: 34. …….. The notified price considered by us is Rs. …….. per MT and GCV of _ _ _ kCal/Kg. The ex-mine cost of coal for the above coal linkage allocation as intimated by Utility vide communication dated is Rs. ` / MT. ……..	1 – LOA/ FSA will be issued in favour of the successful bidder after conclusion of the bidding process and signing of Power Supply Agreement. Therefore, kindly modify the provision as suggested. 2 – Utility has not provided the ex-mine cost as indicated in the current provision. Kindly confirm whether Utility will provide the same or not? If not, then kindly modify the clause accordingly.	1. No change 2. Utility will provide format of Fuel charge showing cost of coal and various applicable taxes/duties/cess etc. Addendum will be issued separately.
2	RFP	Appendix-I Letter Comprising the Bid	Note no. 1 under Serial No. 34 1. The bidder must furnish the calculation/details considered for calculating the distance.	Distance is a quoted parameter and hence details/calculation are not available for the same. Kindly provide clarification on this.		It is expected that the distance of transportation of coal from the nearest railway siding of mine to the nearest railway siding of plant inclusive of Road transportation if any, should be quoted by the bidder and details of calculation should be furnished by bidder based on the details of coal linkages provided by the Utility.

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2.	RFP	Appendix-I Letter Comprising the Bid	Note no. 3 under Serial No. 34 3. Road transportation if applicable upto nearest railway siding from the mine, must be included by the Bidder in the transportation cost. Bidder to mention the details of the Road Transportation (total distance km and total coal transportation cost (inclusive of taxes) as Rs …./tonne.	It is not possible at this stage to consider the Road Transportation distance from mine to nearest Railway siding, since the details of mines are not known. Therefore, it is requested to kindly allow the Road transportation cost on pass-through basis as per the provisions of PSA.		Details of coal linkages will be provided by the Utility. Therefore, road transportation cost if applicable, must be included by the bidder in the transportation cost and same shall not be allowed on pass-through basis.

<table>
<tr><th>S. NO.</th><th>Document</th><th>Clause Ref.</th><th>Existing Provision</th><th>Suggested modification / comment / clarification required</th><th>Rationale</th><th>Remark</th></tr>
<tr>
<td>2</td>
<td>RFP</td>
<td>Appendix-I

Letter Comprising the Bid</td>
<td>The Bid Format is as under:

<table>
<tr><th>Bid Parameters</th><th>Unit</th></tr>
<tr><td>(1) Fixed Charge for the base year as on bid</td><td>per kWh</td></tr>
<tr><td>(2) Fuel Charge = Sum of (a)+(b)+(c)</td><td>per kWh</td></tr>
<tr><td>(a) Cost of Fuel</td><td>per kWh</td></tr>
<tr><td>(b) Cost of transportation</td><td>per kWh</td></tr>
<tr><td>(c) Cost of Washing</td><td>per kWh</td></tr>
<tr><td>Total Tariff = Sum of (1) + (2)</td><td>per kWh</td></tr>
</table>
</td>
<td>Kindly modify the provision as under:

The Bid Format is as under:

<table>
<tr><th>Bid Parameters</th><th>Unit</th><th>F
(
d</th></tr>
<tr><td>(1) Fixed Charge for the base year as on Bid Due Date</td><td>per kWh</td><td></td></tr>
<tr><td>(2) Weighted Average Fuel Charge = Sum of (a)+(b)+(c)</td><td>per kWh</td><td></td></tr>
<tr><td>(a) Weighted Average Cost of Fuel</td><td>per kWh</td><td></td></tr>
<tr><td>(b) Weighted Average Cost of transportation</td><td>per kWh</td><td></td></tr>
<tr><td>(c) Weighted Average Cost of Washing</td><td>per kWh</td><td></td></tr>
<tr><td>Total Tariff = Sum of (1) + (2)</td><td>per kWh</td><td></td></tr>
</table>
</td>
<td>The said change was allowed by MSEDCL in 2024 bidding process and was approved by Hon’ble MERC as well.

1- Fixed Charge shall be quoted as on Bid Due Date, as defined in the RFP-DBFOO, hence clarification has been provided.

2- Based on the experience, it is generally seen that if the coal is being arranged by Utility under the Para B(iv) of SHAKTI Policy, there is a high possibility of the coal coming from a basket of mines located at different regions, different quantum and having different GCV and different distances for transportation. Accordingly, it is suggested that the Fuel Charge provisions be modified to make them on a Weighted Average basis.</td>
<td>1. Fixed charge shall be quoted as on bid due date.
2. In 2024 bidding process there were two different mines with different coal grades. Hence weighted average fuel charge was considered. However, in present bidding process, only single mine is allocated. Hence, weighted average fuel charge is not applicable.</td>
</tr>
<tr>
<td>2</td>
<td>RFP</td>
<td>Appendix-I

Letter Comprising the Bid</td>
<td>Note No. 1 under the Bid Format Table

1.The Cost of Taxes/ Duties/ CESS etc. shall be required to be separately provided by the bidders for each of the</td>
<td>It may kindly be noted that there is no Appendix-1 in the PSA published by Utility.

Kindly provide clarification on the same as well as “format for Fuel charge” to be submitted as</td>
<td></td>
<td>Format for fuel charge will be provided.</td>
</tr>
</table>

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			parameters above in the form of an Annexure to the Bid Format at the time of submission of Bid and post completion of the e-Reverse Auction process. Bidder has to attach Appendix – 1 (as specified in PSA) along with "format for fuel charge" as a part of Electronic Form - Financial and not as a part of Electronic Form-Technical.	mentioned herein.		
2	RFP	Appendix-II Bank Guarantee for Bid Security	14. Notwithstanding anything to the contrary contained herein – i. Our liability under this Guarantee shall not exceed Rs. …….. crore (Rupees …….. only) ii. This Bank Guarantee shall be valid up to […] (being the date of expiry of the guarantee) iii. The beneficiary's right as well the Bank's liability under this Guarantee shall stand extinguished unless a written claim or demand is made under this Guarantee on or before […] (being the date of expiry of claim period)	1. Please share the bank account details of MSEDCL for issuance of Bank Guarantee. Banks ask for these details during the issuance of bank guarantee. 2. From the past experience, it is seen that the Bank issuing the Bank Guarantees insists to include their own standard language for the "Notwithstanding Clause" in the Bank Guarantee. Hence, the Utility may kindly permit the modification in the Notwithstanding clauses as per the convenience of issuing bank.		1. Bank details are uploaded as Addendum-4 2. No change
2	PSA	New Provision to be		**Kindly add a new provision as under:** **2.2 Effectiveness of the**	There is no specific provision in the PSA as to when the said agreement would become effective. Thus, a clause, as	No change

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		added		**Agreement** This Agreement shall come into force and effect from the date of execution of this Agreement by the Parties and shall remain valid until the Transfer Date.	suggested herein regarding the PSA being effective from the date of execution may kindly be added.	
2	PSA	4.1.3	The Conditions Precedent required to be satisfied by the Supplier within a period of 180 (one hundred and eighty) days from the date of this Agreement shall be deemed to have been fulfilled when the Supplier shall have: ……. C. executed the Fuel Supply Agreement ……	**We request Utility to kindly delete the said provision.** …… C. <Omitted> ……	As per the SHAKTI Policy, in case of likely to be commissioned capacities, Letter of Assurance may be issued by CIL or its subsidiaries to the successful bidder and FSA shall be signed after commissioning of the unit and fulfilling other conditions of the LoA. The provision of obtaining LOA is already provided under Clause no. 4.1.3 K. of the PSA-DBFOO. The said change was allowed by MSEDCL in 2024 bidding process and was approved by Hon'ble MERC as well.	Accepted
3	PSA	4.4	**Commencement of Contract Period** The date on which Financial Close is achieved and all the Conditions Precedent specified in Clause 4.1 are satisfied or waived, as the case may be, shall be the Appointed Date which shall be the date of	**Kindly modify the clause as under:** **Commencement of Contract Period** The date on which all the Conditions Precedent specified in Clause 4.1 are satisfied or waived, as the case may be, shall be the	As per Article 4.4, "The date on which Financial Close is achieved and all the Conditions Precedent specified in Clause 4.1 are satisfied or waived, as the case may be, shall be the Appointed Date which shall be the date of commencement of the Contract Period."	No change

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			commencement of the Contract Period. For the avoidance of doubt, the Parties agree that the Supplier may, upon occurrence of the Appointed Date hereunder, by notice convey the particulars thereof to the Utility, and shall thereupon be entitled to commence or complete construction on the Project or supply electricity.	Appointed Date which shall be the date of commencement of the Contract Period. For the avoidance of doubt, the Parties agree that the Supplier may, upon occurrence of the Appointed Date hereunder, by notice convey the particulars thereof to the Utility, and shall thereupon be entitled to commence or complete construction on the Project or supply electricity.	However, as per the definition of Appointed Date (Article 39), Appointed Date 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". Further, it may be noted that Conditions Precedent of the Supplier includes, inter alia, execution of the financing agreements. Thus, to avoid such discrepancies, Article 4.4 needs to be modified in line with the definition of Appointed Date, and hence the suggested change.	
3	PSA	5.1.4	The Supplier shall install, operate and maintain the Power Station in accordance with the Specifications and Standards and the Maintenance Requirements such that the Availability of the Contracted Capacity of the Power Station is at least 85% (eighty five per cent) thereof during each year of the Operation Period (the "Normative Availability").	**Kindly modify the clause as under:** The Supplier shall install, 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 90% (ninety per cent) thereof during each year of the Operation	Request Utility to kindly increase the Normative Availability to 90%. Higher availability of power will eventually result in lower tariff discovery by the Utility under the bidding process.	No change

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				Period (the "Normative Availability").		
3.	PSA	5.1.6	5.1.6 In case the Supplier is setting up a dedicated transmission line upto STU, the transmission charge/loss upto Delivery Point shall be borne by the Supplier for the entire duration of this Agreement. Further, there shall be no additional impact on the Tariff due to any Change in Law/ Force Majeure/ regulatory changes/overrun etc. with respect to such dedicated transmission line. Further, in case such dedicated transmission line becomes a part of CTU network during the term of this Agreement, the transmission charges applicable to the Utility shall be reimbursed by the Supplier to the Utility.	**Kindly modify the clause as under:** 5.1.6 In case the Supplier is setting up a dedicated transmission line upto STU, the transmission charge/loss upto Delivery Point shall be borne by the Supplier for the entire duration of this Agreement.. Further, in case such dedicated transmission line becomes a part of CTU network during the term of this Agreement, the transmission charges applicable to the Utility shall be reimbursed by the Supplier to the Utility.	Change in Law and Force Majeure relief should be applicable for all elements of the Project. Bidders cannot quote Fixed Charge by considering a Change in Law / Force Majeure / regulatory event in relation to development of a dedicated transmission line that could occur in the future. In view of the same, it is requested that the Utility may kindly modify the provisions as suggested.	No change.
3.	PSA	9.1.1	**Performance Security** The Supplier shall, for the performance of its obligations hereunder, provide to the Utility no later than 60 (sixty) days from the date of this Agreement, an irrevocable and unconditional guarantee from a Bank for a sum equivalent to Rs. *** crore (Rupees ***	Kindly provide the amount of Performance Security to be submitted in accordance with clause 9.1.1.		To be calculated @ Rs. 30,00,000 (Rs. thirty lakh) per MW of Contracted Capacity if Contracted Capacity is more than 500 MW and less than 1000 MW and Rs. 20,00,000 (Rs. twenty lakh) per MW of Contracted Capacity if Contracted Capacity is more than 1000 MW.

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			crore) in the form set forth in Schedule-D (the "Performance Security"). Provided, however, that the Supplier may provide a Performance Security hereunder for a period of 60 (sixty) months and shall, no later than 60 (sixty) days prior to the expiry thereof, substitute it by a like Performance Security, if applicable.			
3	PSA	11.2.1	**Construction of the Power Station** The Supplier shall complete construction of the Power Station as specified in Schedule-B, and in conformity with the Specifications and Standards set forth in Schedule-C. The [42 (forty two) months and 48 (forty eight) months from the Appointed Date shall be the scheduled date for completion of Unit-1 and Unit-2 of the Power Station respectively (the "**Scheduled Completion Date**"). The Power Station shall consist of 2 (two) units of 800 MW each and the Supplier agrees and undertakes that construction of the Power Station shall be completed on or before the Scheduled Completion Date. For the avoidance of doubt, the Parties agree that the construction of Power Station hereunder shall	**Kindly modify the clause as under:** **Construction of the Power Station** The Supplier shall complete construction of the Power Station as specified in Schedule-B, and in conformity with the Specifications and Standards set forth in Schedule-C. The [36 (thirty six) months and 42 (forty two) months from the Appointed Date shall be the scheduled date for completion of Unit-1 and Unit-2 of the Power Station respectively (the "**Scheduled Completion Date**"). The Power Station shall consist of 2 (two) units of 800 MW each and the Supplier agrees and undertakes that COD of the Power Station shall be achieved on or before the respective Scheduled Completion Date. For the avoidance of doubt, the Parties agree that the construction of Power Station	1- Suggested change was allowed by MSEDCL in 2024 bidding process and was approved by Hon'ble MERC as well. This goes against the principle of "Scheduled Completion Date". Only completion of construction of the power station does not ensure that the power plant is fit for generation and supply of electricity to the Utility. Therefore, we request you to kindly make the suggested changes. 2- Commissioning timelines may be aligned with SBD. Longer Construction period will lead to higher project cost (due to Increased IDC) and hence higher tariff.	Partly accepted. The clause shall be read as under" The Supplier shall complete construction of the Power Station as specified in Schedule-B, and in conformity with the Specifications and Standards set forth in Schedule-C. The [42 (forty two) months and 48 (forty eight) month from the Appointed Date shall be the scheduled date for completion of Unit-1 and Unit-2 of the Power Station respectively (the "**Scheduled Completion Date**"). The Power Station shall consist of 2 (two) units of 800 MW each and the Supplier agrees and undertakes that COD of the Power Station shall be achieved on or before the respective Scheduled Completion Date. For the avoidance of doubt, the Parties agree that the construction of Power Station hereunder shall include construction of a dedicated transmission system for point to point transmission of electricity from the generating station to the Point of Grid Connection, as specified in Schedule-B, and in conformity with the Specifications and Standards set forth in Schedule-C (the "**Dedicated Transmission**

S. NO.	Document	Clause Ref.	Existing Provision	Suggested modification / comment / clarification required	Rationale	Remark
			include construction of a dedicated transmission system for point to point transmission of electricity from the generating station to the Point of Grid Connection, as specified in Schedule-B, and in conformity with the Specifications and Standards set forth in Schedule-C (the "**Dedicated Transmission System**").	hereunder shall include construction of a dedicated transmission system for point to point transmission of electricity from the generating station to the Point of Grid Connection, as specified in Schedule-B, and in conformity with the Specifications and Standards set forth in Schedule-C (the "**Dedicated Transmission System**").	Hence, Utility may kindly modify the power supply timelines as mentioned herein. This will also ensure participation of serious bidders only. Also, in case of delay in commissioning due to any unforeseen event, Utility will get timely supply of power.	**System**").
3	PSA	New Clause Proposed		**Utility may kindly add the clause as under:** **13.4.3** The Utility shall accept and receive all infirm power generated during the testing and commissioning of any Unit of the Power Station. The infirm power shall be accounted as deviation and shall be paid for from the regional / state deviation settlement fund accounts in accordance with the Central Electricity Regulatory Commission (Deviation Settlement Mechanism and Related matters) Regulations, 2022 and/or as per the relevant regulations of the state, as amended from time to time or any subsequent re-enactment thereof, applicable for the year in which the concerned Unit/Power Station is	The said clause was allowed by MSEDCL in 2024 bidding process and was approved by Hon'ble MERC as well. Treatment of infirm power needs to be provided in the PSA. Therefore, kindly incorporate the clause as requested.	Accepted.

S. NO.	Document	Clause Ref.	Existing Provision	Suggested modification / comment / clarification required	Rationale	Remark
				synchronized or commissioned.		
3	PSA	13.6	**Phased completion of Power Station** The Power Station may, for the……, the provisions of Clause 14.1.2 shall not apply. The Parties also agree that the Concessionaire may, by notice issued to the Utility no later than the 1st (first) anniversary of the Appointed Date, determine the Scheduled Completion Date of the 1st (first) Unit to be a date which may be upto 365 (three hundred and sixty five) days prior to the Scheduled Completion Date of the Power Station as specified in Schedule-E, and in such an event the provisions of Clause 14.1.2 shall apply as if the Scheduled Completion Date specified therein is substituted by the scheduled completion date determined under this Clause 13.6.	**Kindly modify the clause as under:** **Phased completion of Power Station** The Power Station may, for the……, the provisions of Clause 14.1.2 shall not apply. The Parties also agree that the Supplier may, by notice issued to the Utility no later than the 1st (first) anniversary of the Appointed Date, determine the Scheduled Completion Date of the 1st (first) Unit to be a date which may be upto 365 (three hundred and sixty five) days prior to the Scheduled Completion Date of the Power Station as specified in Schedule-E, and in such an event the provisions of Clause 14.1.2 shall apply as if the Scheduled Completion Date specified therein is substituted by the scheduled completion date determined under this Clause 13.6.	The said change is clarificatory in nature and was allowed by MSEDCL in 2024 bidding process and was approved by Hon'ble MERC as well.	Accepted.

S. NO.	Document	Clause Ref.	Existing Provision	Suggested modification / comment / clarification required	Rationale	Remark
3	PSA	14.1.1	The Power Station or any Unit thereof, as the case may be, shall be deemed to be complete when the Completion Certificate or the Provisional Certificate, as the case may be, is issued under the provisions of Article 13. The commercial operation date of the Power Station or any Unit, as the case may be, shall be the date on which the Power Station or such Unit is deemed fit for generating electricity and supplying it t o the Grid upon issuance of such Completion Certificate or the Provisional Certificate (the "COD"). The Power Station or any Unit thereof shall enter into commercial service on COD whereupon the Supplier shall be entitled to demand and collect the Tariff in accordance with the provisions of Article 21. For the avoidance of doubt, the Parties expressly agree that if the Power Station or any Unit thereof, as the case may be is ready for COD and Supplier has given due notice to the Utility but COD is delayed reason attributable to the Utility except due to Force Majeure, the Utility shall pay to the Supplier from the Scheduled Completion Date or the date notified by Supplier for COD, whichever is	**Kindly modify the clause as under:** The Power Station or any Unit thereof, as the case may be, shall be deemed to be complete when the Completion Certificate or the Provisional Certificate, as the case may be, is issued under the provisions of Article 13. The commercial operation date of the Power Station or any Unit, as the case may be, shall be the date on which the Power Station or such Unit is deemed fit for generating electricity and supplying it to the Grid upon issuance of such Completion Certificate or the Provisional Certificate (the "COD"). The Power Station or any Unit thereof shall enter into commercial service on COD whereupon the Supplier shall be entitled to demand and collect the Tariff in accordance with the provisions of Article 21. For the avoidance of doubt, the Parties expressly agree that if the Power Station or any Unit thereof, as the case may be is ready for COD and Supplier has given due notice to the Utility but COD is delayed due to non-availability of transmission system from the Delivery Point or due to any other reason attributable to the Utility except due to Force Majeure, the Utility shall pay to the Supplier from the Scheduled	The said change was allowed by MSEDCL in 2024 bidding process and was approved by Hon'ble MERC as well. 1. In case of delay in achieving COD by the Supplier within the required timelines, as per PSA provisions, heavy penalty is imposed on the Supplier. However, if the COD is delayed due to any reason attributable to the Utility, the Supplier should be immune to such huge risk and therefore shall be entitled to receive full Fixed Charges to cover its debt repayment and interest payment obligations and other fixed payment obligations. Hence, we request that in case any delay in achievement of COD is due to reasons attributable to the Utility, including delay in transmission System from the Delivery Point, the Supplier shall be paid full (100%) of the Fixed Charges as if COD has occurred. This would also improve the bankability of the document, leading to lesser risk premiums by lenders and will ultimately lead to	Accepted as under: The Power Station or any Unit thereof, as the case may be, shall be deemed to be complete when the Completion Certificate or the Provisional Certificate, as the case may be, is issued under the provisions of Article 13. The commercial operation date of the Power Station or any Unit, as the case may be, shall be the date on which the Power Station or such Unit is deemed fit for generating electricity and supplying it to the Grid upon issuance of such Completion Certificate or the Provisional Certificate (the "**COD**"). The Power Station or any Unit thereof shall enter into commercial service on COD whereupon the Supplier shall be entitled to demand and collect the Tariff in accordance with the provisions of Article 21. For the avoidance of doubt, the Parties expressly agree that if the Power Station or any Unit thereof, as the case may be, is ready for COD and Supplier has given due notice to the Utility but COD is delayed due to non-availability of transmission system from the Delivery Point or due to any other reason attributable to the Utility, the Utility shall pay to the Supplier from the Scheduled Completion Date or the date notified by the Supplier for COD, whichever is later, an amount equal to 100% (hundred percent) of the Fixed Charges based on Normative Availability as Damages for a period till the time transmission system is made available.

S. NO.	Document	Clause Ref.	Existing Provision	Suggested modification / comment / clarification required	Rationale	Remark
			later, an amount equal to 15% (fifteen per cent) of the Fixed Charge based on Normative Availability as Damages. However in case COD is delay due to non-availability of transmission system from the Delivery Point except due to Force Majeure, Utility shall pay to the Supplier from the Scheduled Completion Date or the date notified by Supplier for COD, whichever is later, an amount equal to 100% (Hundred per cent) of the Fixed Charge based on Normative Availability as Damages for a period till the time transmission system is made available. The Parties further agree that for determination of Tariff under Article 21, COD of the first Unit shall be deemed to be the COD of the Power Station.	Completion Date or the date notified by Supplier for COD, whichever is later, an amount equal to 100% (one hundred per cent) of the Fixed Charge based on Normative Availability as Damages for a period till the time transmission system is made available.	reduced tariffs for the state's consumers. 2. Procedure for determination of tariff has already been described in clause 21.2.4 of the PSA, hence there is no need to mention the same separately.	
3	PSA	14.2	**Damages for delay** Subject to the provisions of Clause 11.2, if COD does not occur prior to the 61st (sixty first) day after the Scheduled Completion Date, unless the delay is on account of reasons attributable to the Utility or due to Force Majeure, the Supplier shall pay Damages to the Utility in a sum calculated at the rate of 0.5% (zero point five per cent) of the amount of Performance Security for delay	It is requested that Utility may kindly delete this clause.	Since Article 11.2.2 already covers the damages for the delay to achieve Scheduled Completion Date. The penalty provision in the said clause 14.2 is leading to double penalty on the Supplier. Hence, we request that the said penalty provision be deleted. This would lead to reduced risk premium thus translating to lower tariff in the interest of the consumers.	No change

S. NO.	Document	Clause Ref.	Existing Provision	Suggested modification / comment / clarification required	Rationale	Remark
			of each day until COD is achieved.			
3	PSA	18.1	**Installed Capacity** The Supplier acknowledges and agrees that it shall set up and operate the Power Station with an installed capacity of 800 / 1600 MW (the "Installed Capacity") which shall include Committed Capacity and Merchant Capacity in accordance with the provisions of this Agreement.	**Kindly modify the clause as under:** **Installed Capacity** The Supplier acknowledges and agrees that it shall set up and operate the Power Station with an installed capacity of 800 / 1600 MW (the "Installed Capacity").	The said change was allowed by MSEDCL in 2024 bidding process and was approved by Hon'ble MERC as well. Provision of Merchant capacity has been omitted in the PSA-DBFOO, hence change needs to be done.	Accepted.
4	PSA	18.6	**Substitute Supply** In the event the Availability of the Power Station is reduced on account of Scheduled Maintenance, Unscheduled Maintenance or Force Majeure, the Supplier may, with prior consent of the Utility, which consent the Utility may deny in its sole discretion or convey acceptance with such conditions as it may deem fit, supply electricity from any alternative source, including Merchant Capacity, if any, provided such supply shall be at the discovered tariff under the bidding process as specified in the PSA or at a tariff rate lower than the same, which shall have	**Substitute Supply** In the event the Availability of the Power Station is reduced on account of Scheduled Maintenance, Unscheduled Maintenance or Force Majeure or any other reason, the Supplier may, with prior consent of the Utility, which consent the Utility may deny in its sole discretion or convey acceptance with such conditions as it may deem fit, supply electricity from any alternative source, including Merchant Capacity, if any, provided such supply shall be at the discovered tariff under the bidding process as specified in the PSA or at a tariff rate lower than the same, which shall have been agreed between parties for such	In case the Supplier ensures the availability of power through substitute supply in case of maintenance or Force Majeure and the same is denied by the Utility, the Utility should pay the Fixed Charge to the Supplier. Since, the obligation of the Supplier has been fulfilled, the Supplier shall be entitled to receive 100% Fixed Charges. It may be noted that there is no adverse impact on the Utility by availing power from an alternative source since it is to be supplied at the tariff which is not higher than the tariff under the PSA.	No change.

S. NO.	Document	Clause Ref.	Existing Provision	Suggested modification / comment / clarification required	Rationale	Remark
			been agreed between parties for such supply of power and such supply shall, be deemed to be supply under and in accordance with the provisions of this Agreement.	supply of power and such supply shall, be deemed to be supply under and in accordance with the provisions of this Agreement. Provided that in case such consent is denied by the Utility, the Utility shall be liable for payment of 100% Fixed Charge to the Supplier.	Similar provision has been provided in the Model Draft PSA for Medium Term Tender dated Dec 2022 issued by MOP.	
4	PSA	21.2.2	In the event the Completion Certificate specifies a Station Heat Rate that is lower than the Station Heat Rate specified in Schedule-C, the Initial Fixed Charge shall be increased such that for every improvement of 1% (one per cent) as compared to the Station Heat Rate specified in Schedule-C, the amount specified in Clause 21.2.1 shall be increased by 1.5% (one point five per cent) thereof. Provided, however, that in case the source of Fuel is situated within 100 (one hundred) kilometres of the Power Station, such increase shall be restricted to 1% (one per cent) or the purpose of calculation of SHR improvement percentage, any improvement in fraction of 1 % shall be ignored. For illustration, an improvement of 1.55% in SHR shall be considered as 1%.	**Kindly modify the clause as under:** In the event the Completion Certificate specifies a Station Heat Rate that is lower than the Station Heat Rate specified in Schedule-C, the Initial Fixed Charge shall be increased such that for every improvement of 1% (one per cent) as compared to the Station Heat Rate specified in Schedule-C, the amount specified in Clause 21.2.1 shall be increased by 1.5% (one point five per cent) thereof. Provided, however, that in case the source of Fuel is situated within an average distance of 100 (one hundred) kilometres of the Power Station, such increase shall be restricted to 1% (one per cent) or the purpose of calculation of SHR improvement percentage, any improvement in fraction of 1 % shall be ignored. For illustration, an improvement of 1.55% in SHR shall be considered as 1%.	Generally, it was observed that coal under SHAKTI B (iv) Policy is allocated from various mines of any subsidiary of CIL, therefore weighted average distance from all the mines to the plant location should be considered for computation of the distance.	No change.

S. NO.	Document	Clause Ref.	Existing Provision	Suggested modification / comment / clarification required	Rationale	Remark
4	PSA	21.2.3	In the event the actual Station Heat Rate is higher than the Station Heat Rate specified in the Completion Certificate the Initial Fixed Charge shall be decreased such that for every increase of 1% (one per cent) as compared to the Station Heat Rate specified in Schedule-C, the amount specified in Clause 21.2.1 shall be decreased by 2% (two per cent) thereof. Provided, however, that in case the source of Fuel is situated within 100 (one hundred) kilometres of the Power Station, such decrease shall be restricted to 1.5% (one point five per cent) and if the Fuel is procured from overseas or from the open domestic market, such decrease shall be the lower of, (a) 3% (three per cent) for every reduction of 1% (one per cent) in SHR; and (b) actual costs. For the purpose of calculation of SHR degradation percentage, any degradation in fraction of 1% shall be ignored. For illustration, an degradation of 1.55% in SHR shall be considered as 1%.	**Kindly modify the clause as under:** In the event the Completion Certificate specifies a Heat Rate that is higher than the Station Heat Rate specified in the Schedule-C, the Initial Fixed Charge shall be decreased such that for every increase of 1% (one per cent) as compared to the Station Heat Rate specified in Schedule-C, the amount specified in Clause 21.2.1 shall be decreased by 2% (two per cent) thereof. Provided, however, that in case the source of Fuel is situated within an average distance of 100 (one hundred) kilometres of the Power Station, such decrease shall be restricted to 1.5% (one point five per cent). For the purpose of calculation of SHR degradation percentage, any degradation in fraction of 1% shall be ignored. For illustration, an degradation of 1.55% in SHR shall be considered as 1%.	The said change was allowed by MSEDCL in 2024 bidding process and was approved by Hon'ble MERC as well. The proposed changes are to align the current clause with clause no. 21.2.1 mentioned above. 1. Generally, it was observed that coal under SHAKTI B (iv) policy is allocated from various mines of any subsidiary of CIL, therefore weighted average distance from all the mines to the plant location should be considered for computation of the distance. 2. Also, since coal linkage will be provided to successful bidder under SHAKTI Policy, the provision for procurement of coal from overseas or domestic market is not required.	Not accepted .
4	PSA	21.2.4	The Initial Fixed Charge shall be deemed to be the Base Fixed Charge for the Accounting Year in which COD occurs, and for each subsequent Accounting Year, the applicable Base Fixed	The Utility may kindly reduce the annual decrease in Fixed Charge from currently 2% to 1%.	Lowering the annual decrease in Base Fixed Charge to 1% will allow Bidders to quote a lower initial Fixed Charge. This is in interest of the Utility and the end consumers.	No change.The proposed deviation is neither in the interest of the Utility nor the end consumers.

S. NO.	Document	Clause Ref.	Existing Provision	Suggested modification / comment / clarification required	Rationale	Remark
			Charge shall be determined by decreasing the Base Fixed Charge for the immediately preceding Accounting Year by [2% (two per cent)]25 thereof. For the avoidance of doubt and by way of illustration, the Base Fixed Charge for the first Accounting Year in which COD occurs shall be the Initial Fixed Charge, and for the second and third Accounting Years subsequent to the Accounting Year in which COD occurs, shall be a sum equal to [98% (ninety eight per cent) and 96.04% (ninety six point zero four per cent)] respectively of the Initial Fixed Charge. For the avoidance of doubt, the above specified 2% decrease in Base Fixed Charge shall be applicable from the subsequent Accounting Year in which COD of the Power Station (i.e., COD of both Units) occurs.		Recently, Discoms such as MP and UP have also reduced this 2% reduction to 1% in recent bids.	
4	PSA	21.2.4	…… For the avoidance of doubt, Upon COD of U-1, the Supplier shall be entitled to Tariff payments (Fixed Charge + Fuel Charge), including WPI indexation as applicable. Upon commissioning of U-2, the same tariff shall also apply to U-2, and the 2% reduction in Base Fixed Charge shall	…… For the avoidance of doubt, Upon COD of U-1, the Supplier shall be entitled to Tariff payments (Fixed Charge + Fuel Charge), including WPI indexation as applicable. Upon commissioning of U-2, the same tariff shall also apply to U-2, and the 2% reduction in Base Fixed Charge shall commence in the accounting year subsequent to	The reduction in tariff should commence from the Scheduled Completion Date. This will also act as a deterrent for Supplier to not delay the COD, since in which case, the tariff reduction shall already start getting applied. Thus, it will ultimately	No change.

S. NO.	Document	Clause Ref.	Existing Provision	Suggested modification / comment / clarification required	Rationale	Remark
			commence in the accounting year subsequent to the COD of U-2. In case COD of U-2 gets delayed beyond 1 year from COD of U-1, the reduction in Base Fixed Charge by 2% shall be applicable from the accounting year subsequent to the SCOD. Upon commissioning of U-2, the same tariff as applicable in that year to U-1 shall also apply to U-2 and every year thereafter.	the Scheduled Completion Date of U-2. In case COD of U-2 gets delayed beyond 1 year from COD of U-1, the reduction in Base Fixed Charge by 2% shall be applicable from the accounting year subsequent to the Scheduled Completion Date. Upon commissioning of U-2, the same tariff as applicable in that year to U-1 shall also apply to U-2 and every year thereafter.	incentivize timely commissioning of Units. Hence, kindly modify the Clause accordingly.	
4	PSA	21.4.2	21.4.2 Upon occurrence of a shortfall in the Minimum Fuel Stock, Availability shall be deemed to be reduced in accordance with the provisions of Clause 21.5.2 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 70% (seventy per cent) of the Non-Availability hereunder. For the avoidance of doubt, the Parties expressly agree that if Fuel Shortage is caused by an action or omission attributable to the Supplier, it shall not be reckoned for the purposes of computing Availability hereunder. By way of illustration, the Parties agree that in the event the Non-Availability arising on account of shortfall in supply of Fuel is	**Utility may kindly delete this clause:** 21.4.2 <Omitted>	The said change was allowed by MSEDCL in 2024 bidding process and was approved by Hon'ble MERC as well. Since the penalty for reduced Fixed charge already exists in case of reduction in Availability, the Supplier should not be penalized due to shortfall in Minimum Fuel Stock. This will lead to double penalty on the Supplier. Deleting this clause would lead to reduced risk premium thus translating to lower tariff in the interest of the consumers.	No change

S. NO.	Document	Clause Ref.	Existing Provision	Suggested modification / comment / clarification required	Rationale	Remark
			determined to be 50% (fifty per cent), the Supplier shall, with respect to the Non-Availability arising on account thereof in accordance with the provisions of Clause 21.5.2, be entitled to a Fixed Charge as if the Availability is equivalent to 70% (seventy per cent) of such Non-Availability. For the avoidance of doubt, the Parties agree that the Supplier shall not be liable to pay the Damages specified in Clause 21.6.2 if Non-Availability shall arise as referred to in this Clause 21.4.2.			
4	PSA	21.5.2	In the event Fuel stocks decline below the Minimum Fuel Stock, Availability shall be deemed to be reduced proportionate to the reduction in Minimum Fuel Stock, and shall be deemed as Non-Availability on account of Fuel Shortage. Provided that the Utility may, in its sole discretion, Despatch the Power Station for the full or part Non-Availability hereunder and to the extent of such Despatch, the Utility shall pay the full Fixed Charge due and payable in accordance with this Agreement. For the avoidance of doubt and by way of illustration, if the actual stock of Fuel is 80% (eighty per cent) of the Minimum Fuel Stock at	**Request Utility to kindly delete this clause:** 21.5.2 <Omitted>	The said change was allowed by MSEDCL in 2024 bidding process and was approved by Hon'ble MERC as well. Since the penalty for reduction in Fixed charge already exists in case of reduction in Availability, the Supplier should not be penalized due to shortfall in Minimum Fuel Stock, hence this clause will lead to double penalty on the Supplier. Deleting this clause would lead to reduced risk premium thus translating to lower tariff in the interest of the consumers.	No change

S. NO.	Document	Clause Ref.	Existing Provision	Suggested modification / comment / clarification required	Rationale	Remark
			the commencement of any day, the Availability for that day shall be deemed to be 80% (eighty per cent) and the Non-Availability on account of Fuel Shortage shall be notified by the Supplier to the Utility accordingly.			
4	PSA	21.5.1	Unless otherwise notified by the Supplier, the declared Availability shall, subject to the provisions of Clause 21.5.2, be deemed to be 100% (one hundred per cent) thereof at all times.	**Kindly modify the clause as under:** Unless otherwise notified by the Supplier, the declared Availability shall be deemed to be 100% (one hundred per cent) thereof at all times.	The suggested change is in line with our query in Clause no. 21.5.2.	No change
4	PSA	21.6.1	In the event that the Availability in any month exceeds the Normative Availability of 90% (ninety per cent) on cumulative basis, the Supplier, in lieu of a Fixed Charge, shall 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 Availability of 90% (ninety per cent) on cumulative basis. 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 cumulative Availability in any month shall exceed the Availability of 90% (ninety per	**Kindly modify the clause as under:** In the event that the Availability in any month exceeds the Normative Availability of 85% (eighty five per cent) on cumulative basis, the Supplier, in lieu of a Fixed Charge, shall 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 Availability of 90% (ninety per cent) on cumulative basis. 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 Cumulative Availability in any month shall exceed the Availability	1. As per Clause 5.1.4 of the PSA, Normative Availability is 85%, hence the change is suggested. Therefore, any incentive payable to the Supplier shall be over and above the Normative Availability of 85%.In case Normative Availability is changed to 90%, as requested by us, no change is required in existing clause. 2. The term "Cumulative Availability" is defined under Article 39, therefore it needs to be capitalized.	1. No change 2. No change

S. NO.	Document	Clause Ref.	Existing Provision	Suggested modification / comment / clarification required	Rationale	Remark
			cent) on cumulative basis by 3% (three per cent) of the Contracted Capacity but the Despatch on cumulative basis in that month shall exceed 1% (one per cent) of the entitlement on cumulative basis of the Utility in the Contracted Capacity, the Incentive payable hereunder shall be restricted to such 1% (one per cent) only.	of 90% (ninety per cent) on cumulative basis by 3% (three per cent) of the Contracted Capacity but the Despatch on cumulative basis in that month shall exceed 1% (one per cent) of the entitlement on cumulative basis of the Utility in the Contracted Capacity, the Incentive payable hereunder shall be restricted to such 1% (one per cent) only.		
4	PSA	21.6.2	In the event that Availability in any month is less than the Normative Availability on cumulative basis, the Fixed Charge for such month shall be reduced to the extent of shortfall in Normative Availability on cumulative basis and in addition, any reduction below the Availability of 80% (eighty per cent) on cumulative basis shall, subject to the provisions of Clause 21.7, be multiplied by a factor of 0.25 (zero point two five) to determine the Damages payable for such reduction in Availability. For the avoidance of doubt, the Parties agree that the Damages to be deducted for any reduction below the aforesaid Availability of 80% (eighty per cent) shall be 25% (twenty five per cent) of the Fixed Charge which is reduced on account of shortfall in	**Kindly modify the clause as under:** In the event that Availability in any month is less than the Normative Availability on cumulative basis, the Fixed Charge for such month shall be reduced to the extent of shortfall in Normative Availability on cumulative basis and in addition, any reduction below the Availability of 80% (eighty per cent) on cumulative basis shall, subject to the provisions of Clause 21.7, be multiplied by a factor of 0.25 (zero point two five) to determine the Damages payable for such reduction in Availability. For the avoidance of doubt, the Parties agree that the Damages to be deducted for any reduction below the aforesaid Availability of 80% (eighty per cent) on Cumulative Availability shall be 25% (twenty five per cent) of the Fixed Charge which is reduced on account of	The said change was allowed by MSEDCL in 2024 bidding process and was approved by Hon'ble MERC as well.	Change requested by bidder and clause in Draft PSA is same.

S. NO.	Document	Clause Ref.	Existing Provision	Suggested modification / comment / clarification required	Rationale	Remark
			Availability below such 80% (eighty per cent).	shortfall in Availability below such 80% (eighty per cent).		
5	PSA	22.1.1	The heat energy input, in kCal, required for generation and supply of 1 (one) kWh of electricity at the Point of Grid Connection, after accounting for auxiliary consumption and transmission losses upto the Point of Grid Connection, if any, as determined by Tests and specified in the Provisional Certificate or Completion Certificate, as the case may be, shall be the net station heat rate of the Power Station (the "Station Heat Rate" or "SHR"). Provided that the SHR shall be adjusted from time to time in accordance with the provisions of Clause 24.4, to account for any reduction in Despatch. Provided further that the aforesaid SHR shall be deemed to be increased by 0.15% (zero point one five per cent) per annum on each successive anniversary of COD of Power Station and the number so arrived at shall be the applicable SHR for that year. For the avoidance of doubt and by way of illustration, the Parties expressly agree that if Tests determine that the Station Heat Rate at the Point of Grid Connection is say 2,300 kCal per kWh, it shall be assumed	**Kindly modify the clause as under:** The heat energy input, in kCal, required for generation and supply of 1 (one) kWh of electricity at the Point of Grid Connection, after accounting for auxiliary consumption and transmission losses upto the Point of Grid Connection, if any, as determined by Tests and specified in the Provisional Certificate or Completion Certificate, as the case may be, shall be the net station heat rate of the Power Station (the "Station Heat Rate" or "SHR"). Provided that the SHR shall be adjusted from time to time in accordance with the provisions of Clause 24.4, to account for any reduction in Despatch. Provided further that the aforesaid SHR shall be deemed to be increased by 0.15% (zero point one five per cent) per annum on each successive anniversary of COD of Power Station and the number so arrived at shall be the applicable SHR for that year. For the avoidance of doubt and by way of illustration, the Parties expressly agree that if Tests determine that the Station Heat Rate at the Point of Grid Connection is say 2,375 kCal per kWh, it shall be assumed	Net SHR of 2,375 Kcal/Kwh was allowed by MSEDCL in 2024 bidding process for procurement of 1600 MW power and was also approved by Hon'ble MERC. It may be noted that the actual/approved Net SHR of newly constructed 800 MW units of central and state gencos is quite high, as shown below: NTPC Kudgi (3 x 800 MW) - CERC has approved Gross SHR of 2221.24 kCal/kWh and Aux of 6.25%, translating to Net SHR of around 2369 kCal/kWh (Tariff Order dated 19.05.2024) Wanakbori U-8 (800MW) - GERC has approved Gross SHR of 2248 kCal/kWh and Aux of 5.25%, translating to Net SHR of 2372.559 (Tariff Order dated 31.03.2023). Thus, it is seen that the Net SHR for 800 MW units in operation is in the range of around 2,375 kCal /kWh only. It is thus requested that the Net SHR to be considered in the present bid be ~2,375 Kcal/kWh.	Changes as requested for considering Net SHR as 2375 Kcal/KWh is accepted

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			that such Station Heat Rate has been derived after accounting for auxiliary consumption and losses upto the Point of Grid Connection, if any transmission losses.	that such Station Heat Rate has been derived after accounting for auxiliary consumption and losses upto the Point of Grid Connection, if any transmission losses.		
5	PSA	22.2.1	The Utility shall pay to the Supplier for and in respect of the Fuel utilised for generation of a kWh of electricity for supply thereof to the Utility, a fuel charge determined from time to time in accordance with the provisions of this Clause 22.2.1 and expressed in Rupees per kWh (the "Fuel Charge").	**Kindly modify the clause as under:** The Utility shall pay to the Supplier for and in respect of the Fuel utilised for generation of a kWh of electricity for supply thereof to the Utility, a fuel charge determined from time to time in accordance with the provisions of this Article 22 and expressed in Rupees per kWh (the "Fuel Charge").	The said change was allowed by MSEDCL in 2024 bidding process and was approved by Hon'ble MERC as well. Suggested change is clarificatory in nature. Fuel Charge shall be determined in accordance with whole Article 22.	Accepted.. The clause shall be read as The Utility shall pay to the Supplier for and in respect of the Fuel utilised for generation of a kWh of electricity for supply thereof to the Utility, a fuel charge determined from time to time in accordance with the provisions of this Article 22 and expressed in Rupees per kWh (the "Fuel Charge").
5	PSA	22.2.2	The Parties expressly acknowledge and agree that the figure arrived at by dividing the product of SHR (as determined in Clause 22.1) and the Landed Fuel Cost per kilogram of Fuel (as determined in Clauses 22.2.3 and 22.2.4) by the Weighted Average GCV per kilogram of coal (as determined in Clause 22.3) shall be deemed to be the Fuel Charge hereunder. The Parties further agree that the Fuel Charge for electricity generated from Allocated Coal and the Fuel, if any, from AFSA shall be determined separately, and unless specified to the contrary,	**Kindly modify the clause as under:** The Parties expressly acknowledge and agree that the Fuel Charge after COD arrived at by dividing the product of SHR (as determined in Clause 22.1) and the Landed Fuel Cost per kilogram of Fuel (as determined in Clauses 22.2.3 and 22.2.4) by the Weighted Average GCV per kilogram of coal (as determined in Clause 22.3) shall be deemed to be the Fuel Charge hereunder. The Parties further agree that the Fuel Charge for electricity generated from Allocated Coal and the Fuel, if any, from AFSA shall be	Suggested change is clarificatory in nature and was allowed by MSEDCL in 2024 bidding process and was approved by Hon'ble MERC as well. Request Utility to kindly align the provision in line with earlier bid document.	No change

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			Fuel Charge shall be deemed to be based on Allocated Coal. Explanation: Landed cost of Fuel shall be the sum (i) Weighted Average of "As Delivered Price" of coal (inclusive of applicable taxes) in Rs. per kilogram, at the loading point of the mine to be sourced from the mine as per part C of Annex-I of Schedule A, as amended from time to time; which is due and payable by the Supplier for procuring Fuel in accordance with the provisions of Clause 22.2.3, and (ii) Weighted Average Freight (inclusive of applicable taxes) payable for transportation of Fuel as specified in Clauses 22.2.4 (the "Landed Fuel Cost"). Provided, however, that the Landed Fuel Cost shall in no case exceed the actual cost incurred by the Supplier. Further, it is hereby clarified that any compensation received by the seller from CIL or its subsidiaries, such as compensation on account of excess moisture content (more than 7%) or a credit note on account of a grade variation (GCV degradation) to the extent of the notified price of the declared grade as per Part C	determined separately, and unless specified to the contrary, Fuel Charge shall be deemed to be based on Allocated Coal. Explanation: Landed cost of Fuel shall be the sum (i) Weighted Average of "As Delivered Price" of coal (inclusive of applicable taxes) in Rs. per kilogram, at the loading point of the mine to be sourced from the mine as per part C of Annex-I of Schedule A, as amended from time to time; which is due and payable by the Supplier for procuring Fuel in accordance with the provisions of Clause 22.2.3, and (ii) Weighted Average Freight (inclusive of applicable taxes) payable for transportation of Fuel as specified in Clauses 22.2.4 (the "Landed Fuel Cost"). Provided, however, that the Landed Fuel Cost shall in no case exceed the actual cost incurred by the Supplier.		

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			of Annex-1 of Schedule A, as amended from time to time, Shall be considered in actual landed cost of fuel for monthly billing purpose and statement in this regards shall be submitted along with monthly invoice.			
5	PSA	22.3.1	**Determination of GCV** The weighted average of the GCV of Fuel received during any month at the Power Station shall be reckoned as the average GCV on "As Received Basis" (the "Average GCV") for the purposes of this Article 22 apply for computing the applicable element of the Landed Fuel Cost and the Fuel Charge payable for the use of such Fuel. For the avoidance of doubt, the Average GCV hereunder shall be computed separately for Allocated Coal, any Fuel procured under AFSA and any other Fuel, as the case may be, for the purposes of determining the Fuel Charge.	**Kindly modify the clause as under:** **Determination of GCV** The weighted average of the GCV of Fuel received during any month at the Power Station shall be reckoned as the average GCV on "As Received Basis" (the "Average GCV") for the purposes of this Article 22 and shall, subject to the provisions of Clause 22.2.2, apply for computing the applicable element of the Landed Fuel Cost and the Fuel Charge payable for the use of such Fuel. For the avoidance of doubt, the Average GCV hereunder shall be computed separately for Allocated Coal, any Fuel procured under AFSA and any other Fuel, as the case may be, for the purposes of determining the Fuel Charge.	Suggested change is clarificatory in nature and was allowed by MSEDCL in 2024 bidding process pursuant to approval by Hon'ble MERC.	Accepted.
5	PSA	22.3.2	The Average GCV of Fuel to be determined in accordance with the certification and classification provided by an independent agency appointed by the Utility at its costs and expenses. The Supplier shall	**Kindly modify the clause as under:** The Average GCV of Fuel to be determined for the purpose of Clause 22.3.1 shall be determined in accordance with the certification	Suggested change is clarificatory in nature and was allowed by MSEDCL in 2024 bidding process pursuant to approval by Hon'ble MERC.	Accepted . The clause shall be read as follows The Average GCV of Fuel to be determined for the purpose of Clause 22.3.1 shall be determined in accordance with the certification and classification provided by an

S. NO.	Document	Clause Ref.	Existing Provision	Suggested modification / comment / clarification required	Rationale	Remark
			provide such assistance as the independent agency may reasonable require for such sampling and testing. The Parties further agree that the Average GCV determined in accordance with such certification shall form the basis of computation of Fuel Charge, save and except as provided in Clause 22.3.7.	and classification provided by an independent agency appointed by the Utility at its costs and expenses. The Supplier shall provide such assistance as the independent agency may reasonable require for such sampling and testing. The Parties further agree that the Average GCV determined in accordance with such certification shall form the basis of computation of Fuel Charge, save and except as provided in Clause 22.3.7.		independent agency appointed by the Utility at its costs and expenses. The Supplier shall provide such assistance as the independent agency may reasonable require for such sampling and testing. The Parties further agree that the Average GCV determined in accordance with such certification shall form the basis of computation of Fuel Charge, save and except as provided in Clause 22.3.7.
5	PSA	New Clause	New Clause to be added	**Kindly add a new clause as under:** **22.4.5** Any penalty imposed by the coal supplier on the Supplier for (i) under lifting of coal and/or (ii) failure to meet minimum off-take guarantee, due to lower dispatch by the Utility, shall be reimbursed by the Utility.	The said change was allowed by MSEDCL in 2024 bidding process and was approved by Hon'ble MERC as well. The FSA may have some minimum off take guarantee and non-lifting of minimum quantity (due to lower dispatch of power by Utility) may lead to imposition of penalty on the Supplier. Since such penalty has been imposed for reasons beyond the control of the Supplier, it should be reimbursed / pass-through by the Utility.	Accepted
5	PSA	22.8.2	In the event of any Fuel Shortage hereunder, the Fixed Charge payable for and in respect of any Non-Availability arising as a result thereof shall be equal to 70% (seventy per cent) of the Fixed Charge	**Kindly modify the clause as under:** In the event of any Fuel Shortage hereunder, the Fixed Charge payable for and in respect of any Non-Availability arising as a result	The said change was allowed by MSEDCL in 2024 bidding process and was approved by Hon'ble MERC as well. Suggested change is in line with our query for Clause no.	No change

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			computed in accordance with the provisions of Clause 21.4.2. …… …….	thereof shall be equal to 70% (seventy per cent) of the Fixed Charge. …… …….	21.4.2 wherein it has been requested to eliminate the provision of Minimum Fuel Stock.	
5	PSA	22.10.2	In the event the Supplier fails to procure Fuel under an AFSA, the Fixed Charge payable for and in respect of any Non-Availability as a result thereof shall be equal to 70% (seventy percent) of the Fixed Charge. In case, such AFSA is not approved in full or part by the Utility or the Commission, as the case may be, the Fixed Charge payable for and in respect of any Non-Availability as a result thereof shall be equal to 70% (seventy per cent) of the Fixed Charge computed in accordance with the provisions of Clause 21.4.2.	**Kindly modify the clause as under:** In the event the Supplier fails to procure Fuel under an AFSA, the Fixed Charge payable for and in respect of any Non-Availability as a result thereof shall be equal to 70% (seventy percent) of the Fixed Charge. In case, such AFSA is not approved in full or part by the Utility or the Commission, as the case may be, the Fixed Charge payable for and in respect of any Non-Availability as a result thereof shall be equal to 100% (one hundred per cent) of the Fixed Charge.	The said change was allowed by MSEDCL in 2024 bidding process and was approved by Hon'ble MERC as well. Since coal is allocated to the Utility under SHAKTI Policy, therefore, in case of shortfall in fuel, the Supplier should be incentivized to quickly arrange for alternate fuel to ensure power uninterrupted power supply. This will also provide flexibility to lenders / bidders, thereby leading to better tariff discovery. Hence kindly modify the Clause as proposed.	Accepted. Provision maybe read as under, "In the event the Supplier fails to procure Fuel under an AFSA, the Fixed Charge payable for and in respect of any Non-Availability as a result thereof shall be equal to 70% (seventy percent) of the Fixed Charge. In case, such AFSA is not approved in full or part by the Utility or the Commission, as the case may be, the Fixed Charge payable for and in respect of any Non-Availability as a result thereof shall be equal to 100% (one hundred per cent) of the Fixed Charge computed in accordance with the provisions of Clause 21.4.2."
5	PSA	Article 22	General	1. We understand that the term "Indian Railway" shall also mean any JV/subsidiary company of Indian Railway through which coal is transported. Kindly confirm. 2. Further, in case coal is transported via a new railway corridor, having separate notified rates as compared to the rates currently notified by Indian Railways, then the applicable rail freight for such	1- Going forward, Indian Railways may form JV / Subsidiary companies for transporting good including coal, and accordingly in case coal is transported via such companies, then the clause should cover the same. Hence the requested clarification. 2- Several new railway corridors are being developed across the country and wherein the freight rates may be	Any change in law on account of any future changes in transportation by Indian Railway will be adjudicated by the respective regulatory commission time to time and will be dealt accordingly.

S. NO.	Document	Clause Ref.	Existing Provision	Suggested modification / comment / clarification required	Rationale	Remark
				corridor shall be a pass-through to the Supplier. Kindly confirm	different as compared to the currently applicable railway freight for the same distance. Hence the clarification is required.	
5	PSA	23.1.3	**<Omitted>**	**Kindly retain the clause as per SBD** 23.1.3 The Parties acknowledge and agree that during the period commencing from the 25th (twenty fifth) day of every month and until discharge of any Monthly Invoice due and payable on or prior to that day, an amount equal to 20% (twenty per cent) of the annual Capacity Charge (the "Minimum Monthly Payment") shall be withheld in the Default Escrow Account for payment to the Supplier against such Monthly Invoice and the balance remaining shall be available to the Utility for withdrawal or transfer in accordance with the provisions of the Default Escrow Agreement.	The Utility is requested to kindly retain the clause as per SBD. The said clause was part of the bid document in earlier bid as well conducted by MSEDCL.	No change.
6	PSA	23.2.1	The Utility shall, no later than 30 (thirty) days prior to the likely date of COD, provide to the Supplier, an unconditional, revolving and irrevocable letter of credit for an amount equivalent to the 20% (twenty per cent) of the annual Capacity Charge (the "Minimum Monthly Payment") (the "Letter of Credit"), which may be drawn upon by the Supplier for	**Kindly modify the clause as under:** The Utility shall, no later than 30 (thirty) days prior to the likely date of COD, provide to the Supplier, an unconditional, revolving and irrevocable letter of credit for an amount equivalent to the Minimum Monthly Payment (the "Letter of Credit"), which may be drawn upon by the Supplier for recovery	Suggested change is in line with above mentioned query to align the clause with SBD and was part of the bid document in earlier bid as well conducted by MSEDCL.	No change

S. NO.	Document	Clause Ref.	Existing Provision	Suggested modification / comment / clarification required	Rationale	Remark
			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-L and shall come into effect on COD, and shall be modified once every year to reflect the revision in Fixed Charge in accordance with the provisions of this Agreement	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-L and shall come into effect on COD, and shall be modified once every year to reflect the revision in Fixed Charge in accordance with the provisions of this Agreement.		
6	PSA	24.4	**Ramp up of Despatch** In the event the Utility Despatches less than 2% (two per cent) of its entitlement in the Contracted Capacity at any time and requires ramping up of generation thereafter, it shall allow a period of 8 (eight) hours to the Supplier for reaching Availability equal to such entitlement in the Contracted Capacity and shall make an additional payment on account of increase in SHR computed in accordance with the provisions of Schedule-C for and in respect of different levels of generation during the course of ramping up. For the avoidance of doubt, the Parties agree that in the event the Supplier fails to reach such Availability within 8 (eight) hours, the shortfall thereof shall be deemed to be Mis-declaration under the provisions	**Kindly modify the clause as under:** **Ramp up of Despatch** In the event the Utility Despatches less than 2% (two per cent) of its entitlement in the Contracted Capacity at any time and requires ramping up of generation thereafter, it shall allow a period of 12 (twelve) hours to the Supplier for reaching Availability equal to such entitlement in the Contracted Capacity and shall make an additional payment on account of increase in SHR computed in accordance with the provisions of Schedule-C for and in respect of different levels of generation during the course of ramping up. For the avoidance of doubt, the Parties agree that in the event the Supplier fails to reach such Availability within 12 (twelve) hours, the shortfall thereof shall be deemed to be Mis-declaration	Utility has provided a Ramp rate of 12 hours in Serial No. 5 of Schedule-B Annexure-1 Description of Power Station. Hence, the clause has been modified accordingly to avoid any discrepancy.	No change. Provision of 12 hours is for cold start which is in line with the State grid code and IEGC regulation.

S. NO.	Document	Clause Ref.	Existing Provision	Suggested modification / comment / clarification required	Rationale	Remark
			of Clause 21.5.5. The Parties further agree that the liability of the Utility hereunder shall at all times be reckoned with reference to its entitlement in the Contracted Capacity. Provided that notwithstanding anything to the contrary contained herein above, the operation of the Power Station shall be governed in accordance with relevant provisions of the Grid Code.	under the provisions of Clause 21.5.5. The Parties further agree that the liability of the Utility hereunder shall at all times be reckoned with reference to its entitlement in the Contracted Capacity. Provided that notwithstanding anything to the contrary contained herein above, the operation of the Power Station shall be governed in accordance with relevant provisions of the Grid Code.		
6	PSA	27.1.1	The Supplier shall maintain books of accounts recording all its receipts (including Tariff, revenues from sale of power to the Utility, other Distribution Licensees and Buyers, and all incomes derived/collected by it from or on account of the Power Station and/or sale of electricity from the Power Station), income, expenditure, payments, assets and liabilities, in accordance with this Agreement, Good Industry Practice, Applicable Laws and Applicable Permits. The Supplier shall provide 2 (two) copies of its Balance Sheet, Cash Flow Statement and Profit and Loss Account, along with a report thereon by its Statutory Auditors, within 90 (ninety) days of the close of the Accounting Year to which they	**Kindly modify the clause as under:** The Supplier shall maintain books of accounts recording all its receipts (including Tariff, revenues from sale of power to the Utility, other Distribution Licensees and Buyers, and all incomes derived/collected by it from or on account of the Power Station and/or sale of electricity from the Power Station), income, expenditure, payments, assets and liabilities, in accordance with this Agreement, Good Industry Practice, Applicable Laws and Applicable Permits. The Supplier shall provide 2 (two) copies of its Balance Sheet, Cash Flow Statement and Profit and Loss Account, along with a report thereon by its Statutory Auditors, within 90 (ninety) days of the close	The said change was allowed by MSEDCL in 2024 bidding process and was approved by Hon'ble MERC as well. Payments shall be made based on the provisions of the PSA. Accounts of the Supplier does not form the basis of payment. Thus, modification has been made to reflect the same.	Not Accepted.

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			pertain and such audited accounts, save and except where expressly provided to the contrary, shall form the basis of payments by either Party under this Agreement. The Utility shall have the right to inspect the records of the Supplier during office hours and require copies of relevant extracts of books of accounts, duly certified by the Statutory Auditors, to be provided to the Utility for verification of basis of payments, and in the event of any discrepancy or error being found, the same shall be rectified and such rectified account shall form the basis of payments by either Party under this Agreement.	of the Accounting Year to which they pertain.		
6	PSA	28.1	**Force Majeure** As used in this Agreement, the expression "Force Majeure" or "Force Majeure Event" shall, save and except as expressly provided otherwise, mean occurrence in India of any or all of Non-Political Event, Indirect Political Event and Political Event, as defined in Clauses 28.2, 28.3 and 28.4 respectively, if it affects the performance by the Party claiming the benefit of Force Majeure (the "Affected Party") of its obligations under this Agreement and which act or	**Kindly modify the clause as under:** **Force Majeure** As used in this Agreement, the expression "Force Majeure" or "Force Majeure Event" shall, save and except as expressly provided otherwise, mean occurrence in India of any or all of Non-Political Event, Indirect Political Event and Political Event, as defined in Clauses 28.2, 28.3 and 28.4 respectively, if it affects the performance by the Party claiming the benefit of Force Majeure (the "Affected Party") of its obligations	Force Majeure clause shall be applicable for all elements of the Project. The Utility has removed the Force Majeure clause coverage for dedicated transmission line. It may be noted that the very intent of force majeure provisions is to provide relief for events beyond a parties control. Thus, when the document allows bidders to construct a dedicated line as a part of the Project, there is no apparent reason for it to be excluded from force majeure provisions.	No change.

S. NO.	Document	Clause Ref.	Existing Provision	Suggested modification / comment / clarification required	Rationale	Remark
			event (a) is beyond the reasonable control of the Affected Party, and (b) the Affected Party could not have prevented or overcome by exercise of due diligence and following Good Industry Practice as well as the mandate prescribed in Clause 28.5, and (c) has Material Adverse Effect on the Affected Party. However, it is hereby clarified that Article 28 in entirety i.e., no claim shall be payable by the MSEDCL raised by the supplier towards Force Majeure events with respect to setting up of a dedicated transmission line by the Supplier (from other State) upto STU of Maharashtra .	under this Agreement and which act or event (a) is beyond the reasonable control of the Affected Party, and (b) the Affected Party could not have prevented or overcome by exercise of due diligence and following Good Industry Practice as well as the mandate prescribed in Clause 28.5, and (c) has Material Adverse Effect on the Affected Party.		
6	PSA	31.1.1	(l) the Supplier fails to achieve a monthly Availability of 70% (seventy per cent) for a period of 6 (six) consecutive months or for a cumulative period of 6 (six) months within any continuous period of 18 (eighteen) months, save and except to the extent of Non-Availability caused by (i) a Force Majeure Event, (ii) an act or omission of the Utility, not occurring due to any default of the Supplier or (iii) shortfall in the Minimum Fuel Stock occurring for reasons not attributable to the Supplier;	**Kindly modify the clause as under:** (l) the Supplier fails to achieve a monthly Availability of 70% (seventy per cent) for a period of 6 (six) consecutive months or for a cumulative period of 6 (six) months within any continuous period of 18 (eighteen) months, save and except to the extent of Non-Availability caused by (i) a Force Majeure Event, (ii) an act or omission of the Utility, not occurring due to any default of the Supplier;	The said change was allowed by MSEDCL in 2024 bidding process and was approved by Hon'ble MERC as well. Suggested change is in line with our query for Clause no. 21.4.2 wherein it has been requested to eliminate the provisions of Minimum Fuel Stock.	Accepted.

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6	PSA	31.2.1	**Termination for Utility Default** …… ……. (c) the Utility repudiates this Agreement or otherwise takes any action that amounts to or manifests an irrevocable intention not to be bound by this Agreement.	**The clause may kindly be deleted:** **Termination for Utility Default** …… (c) <omitted>	This clause allows Utility to repudiate this agreement and hence not mandates Utility to be bound by the provisions of the PSA. Hence request you to kindly delete this clause.	No change.
6	PSA	31.3.2	Upon Termination on account of a Utility Default, the Utility shall pay to the Supplier, by way of Termination Payment, an amount equal to the Fixed Charge that would have been due and payable for Normative Availability for a period of 6 (six) months as if the Power Station had operated for such 6 (six) months from the date of Termination.	**Kindly modify the clause as under:** Upon Termination on account of a Utility Default, the Utility shall pay to the Supplier, by way of Termination Payment, an amount equal to the Fixed Charge that would have been due and payable for Normative Availability for a period of 3 (three) years as if the Power Station had operated for such 3 (three) years from the date of Termination.	The current bid requires development of a new power station by the successful bidder, requiring huge capex. Accordingly, we request to increase the quantum of penal provisions in case of default by the Utility. This will increase bankability of the document: Lenders would require assurance of sufficient coverage of recovery of their infused funds in case the PPA is terminated owing to Utility default. This will lead to reduced risk premiums being assumed by lenders and translate to better tariff discovery.	No change.
6	PSA	Article 34	34.1 Increase in costs 34.2 Reduction in costs 34.3 Protection of NPV 34.4 Restriction on cash compensation 34.5 No claim in the event of recovery from Buyers	It is requested to kindly align the "Change in Law" provisions provided under Article 34 of the PSA-DBFOO with the "Change in Law Rules" as notified by Ministry of Power.	MoP has notified the Electricity (Timely Recovery of Costs due to Change in Law) Rules, 2021, and hence any Change in Law shall be governed by the said Rules. Request you to kindly allow the modification as per latest Change in Law	No change.

S. NO.	Document	Clause Ref.	Existing Provision	Suggested modification / comment / clarification required	Rationale	Remark
					provisions. The said change was allowed by MPPMCL in recently conducted 3200 MW long term bidding process and Hon'ble MPERC has also approved the same.	
6	PSA	34.2	**Exclusions to the change in Law:** …….. (e) Substitute supply as per provisions in article 18.6	**Kindly modify the clause as under:** **Exclusions to the change in Law:** …….. (e)	Since the provision of Substitute supply will be in force in the event of non-availability of the power station, therefore, it shall be considered as if such power has been supplied from the power station itself, and hence CIL event should also be applicable for substitute supply. Request you to kindly delete the said provision.	No change.
6	PSA	34.2	**Exclusions to Change in Law** ……. It is further clarified that in case a bidder has not quoted any washing charges, the cost implications of any future consideration/requirement of washing of coal for whatsoever reason shall not be considered as Change in Law given that the provision to quote washing charges has been provided in the Bid documents.	Kindly provide the "average cost of washing incurred by CIL" to be considered by the bidders for the purpose of this clause. It may be noted that the said information is not publicly available and CIL also does not provide the same to Bidders. Hence, Utility may kindly take up with CIL to provide the said information prior to bidding process. Else, Bidder's may be asked to quote NIL washing charges, and if incurred in future, the same may be treated on pass-through basis.	It may be noted that without the said information of average cost of washing incurred by CIL, it is not possible for bidders to quote washing charges. Moreover, washing is not currently required as per applicable laws, and hence, Bidders should not be asked to quote washing charges since it will unnecessarily increase the tariffs. In future, if washing is mandated and/or made	No change.

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					applicable for the Supplier, then the same may be treated on pass-through basis or taken up as a Change in Law.	
7	PSA	34.3	**Increase in Costs** If as a result of Change in Law, the Supplier suffers an increase in costs or reduction in net after-tax return or other financial burden for and in respect of Contracted Capacity, the aggregate financial effect of which exceeds the higher of Rs. 1 crore (Rupees one crore) and 0.1% (zero point one per cent) of the Capacity Charge in any Accounting Year, the Supplier shall within 30 (Thirty) days of the occurrence of the Change in Law notify the Utility the proposed impact thereof including in respect of any increased costs the Supplier Upon notice by the Supplier, the Parties shall meet, as soon as reasonably practicable but no later than 30 (thirty) days from the date of notice, and either agree on amendments to this Agreement or on any other mutually agreed arrangement: Provided that if no agreement is reached within 60 (sixty) days of the aforesaid notice, the Supplier shall within 15 (fifteen) days of expiry of the	**Kindly modify the clause as under:** **Increase in Costs** If as a result of Change in Law, the Supplier suffers an increase in costs or reduction in net after-tax return or other financial burden for and in respect of Contracted Capacity, the aggregate financial effect of which exceeds the higher of Rs. 1 crore (Rupees one crore) and 0.1% (zero point one per cent) of the Capacity Charge in any Accounting Year, the Supplier shall within 60 (Sixty) days of the occurrence of the Change in Law notify the Utility the proposed impact thereof including in respect of any increased costs, reduction in return or other financial burden on the Supplier Upon notice by the Supplier, the Parties shall meet, as soon as reasonably practicable but in any case within a period of 30 (thirty) days from the date of such notice, and either agree on the proposed impact of such Change in Law or for any other mutually agreed arrangement: Provided that if no agreement is reached within 90 (ninety) days of	Suggested changes were allowed by MSEDCL in the earlier bidding document. Request Utility to kindly retain the clause as earlier.	No change.

S. NO.	Document	Clause Ref.	Existing Provision	Suggested modification / comment / clarification required	Rationale	Remark
			aforementioned period of 60 (sixty) days, furnish before the appropriate Commission, the computation of impact in tariff or charges to be adjusted and recovered. Any decision thereof by the appropriate Commission, subject to the Utility's right of appeal, shall entitle the Supplier to raise such Supplementary Invoice, along with particulars thereof upon the Utility to pay the amount specified therein; For the avoidance of doubt, it is agreed that this Clause 34.1 shall be restricted to any change in law that directly affects the Supplier's costs of performing its obligations under this Agreement.	the aforesaid notice, the Supplier shall within 15 (fifteen) days of expiry of the aforementioned period of 90 (ninety) days, furnish before the appropriate Commission, the computation of impact in tariff or charges to be adjusted and recovered. Any decision thereof by the appropriate Commission, subject to the Utility's right of appeal, shall entitle the Supplier to raise such Supplementary Invoice, along with particulars thereof upon the Utility to pay the amount specified therein; For the avoidance of doubt, it is agreed that this Clause 34.1 shall be restricted to any change in law that directly affects the Supplier's costs of performing its obligations under this Agreement.		
7	PSA	34.4	…… ……. Provided that if no agreement is reached within 60 (sixty) days of the aforesaid notice, the Utility shall have the right to start adjusting the impact thereof with notice to the Supplier from the recurring monthly bills of the Seller. If the Seller disputes the adjustment of the invoices as provided hereinabove, then within 15 (fifteen) days of such advance notice, the supplier	**Kindly modify the provision as under:** …… …. Provided that if no agreement is reached within 90 (ninety) days of the aforesaid notice, the Utility shall have the right to start adjusting the impact thereof with notice to the Supplier from the recurring monthly bills of the Seller. If the Seller disputes the adjustment of the invoices as provided hereinabove, then within	Suggested changes were allowed by MSEDCL in the earlier bidding document. Request Utility to kindly retain the clause as earlier.	No change.

S. NO.	Document	Clause Ref.	Existing Provision	Suggested modification / comment / clarification required	Rationale	Remark
			shall approach the appropriate Commission, failing which the Supplier shall be deemed to have unconditionally accepted such adjustments	15 (fifteen) days of such advance notice, the supplier shall approach the appropriate Commission, failing which the Supplier shall be deemed to have unconditionally accepted such adjustments		
7.	PSA	34.5	**Protection of NPV** Pursuant to the provisions of Clauses 34.1 and 34.2 and for the purposes of placing the Supplier in the same financial position as it would have enjoyed had there been no Change in Law affecting the costs, returns or other financial burden or gains, the Parties shall rely on the Financial Model to establish a net present value (the "NPV") of the net cash flow and make necessary adjustments in costs, revenues, compensation or other relevant parameters, as the case may be, to procure that the NPV of the net cash flow is the same as it would have been if no Change in Law had occurred. For the avoidance of doubt, the Parties expressly agree that for determination of NPV, the discount rate to be used shall be equal to the weighted average rate of interest at which the Supplier has raised the Debt Due under its Financing Agreements.	**Kindly modify the clause as under:** **Protection of NPV** Pursuant to the above provisions for the purposes of placing either of the parties in the same financial position as it would have enjoyed had there been no Change in Law affecting the costs, returns or other financial burden or gains, the Parties shall rely on the Financial Model to establish a net present value (the "NPV") of the net cash flow and make necessary adjustments in costs, revenues, compensation or other relevant parameters, as the case may be, to procure that the NPV of the net cash flow is the same as it would have been if no Change in Law had occurred. For the avoidance of doubt, the Parties expressly agree that for determination of NPV, the discount rate to be used shall be equal to the weighted average rate of interest at which the Supplier has raised the Debt Due under its Financing Agreements.	Suggested changes were allowed by MSEDCL in the earlier bidding document. Request Utility to kindly retain the clause as earlier.	No change.

S. NO.	Document	Clause Ref.	Existing Provision	Suggested modification / comment / clarification required	Rationale	Remark
7	PSA	Sch-A Annexure-1 Site for the Power Station	Part C Omitted	Part C Allocated Coal Linkage	Part C shall be the Allocated Coal Linkage and hence, details of allocated coal linkage to be added by the Utility.	Attached as Annexure-1
7	PSA	Sch-C Specifications and Standards	**2 Station Heat Rate** 2.1 The Station Heat Rate, reckoned at the Point of Grid Connection shall, after accounting for auxiliary consumption and transmission losses, not exceed 2,300 (two thousand three hundred) kCal per kWh or as Latest CEA Regulation whichever is lower] at 100% (hundred per cent) maximum continuous rating (MCR).	**Kindly modify the clause as under:** **2 Station Heat Rate** 2.1 The Station Heat Rate, reckoned at the Point of Grid Connection shall, after accounting for auxiliary consumption and transmission losses, not exceed 2,375 (two thousand three hundred seventy five) kCal per kWh at 100% (hundred per cent) maximum continuous rating (MCR).	1- Net SHR of 2,375 Kcal/Kwh was allowed by MSEDCL in 2024 bidding process for procurement of 1600 MW power and was also approved by Hon'ble MERC. 2- There is no CEA regulation regarding SHR, therefore request you to kindly delete this provision or else provide the regulation being referred to by MSEDCL.	Changes as requested for considering Net SHR as 2375 Kcal/KWh is accepted.
7	PSA	Sch-C Annexure-III Station Heat Rate	**Increase in Station Heat Rate** Subject to the provisions of Paragraph 2 of this Annex-III, in the event the Utility Dispatches the Power Station at a level lower than 85% (eighty five per cent) of its entitlement in the Contracted Capacity, the SHR shall be deemed to be increased as specified below.	**Kindly modify the clause as under:** **Increase in Station Heat Rate** Subject to the provisions of Paragraph 2 of this Annex-III, in the event the Utility Dispatches the Power Station at a level lower than 85% (eighty five per cent) of its entitlement in the Contracted Capacity, the SHR shall be deemed to be increased on a 15 (fifteen) minute time block basis as specified below.	It is pertinent to note that calculation of Dispatch of Power is provided on a 15 min. time block basis. Accordingly, computation of compensation for increase SHR due to lower dispatch, should also be done on a 15-minute time block basis. Hence, request to incorporate the proposed modification. The said change was allowed by MSEDCL in 2024 bidding process and was approved by	No change.

S. NO.	Document	Clause Ref.	Existing Provision	Suggested modification / comment / clarification required	Rationale	Remark
					Hon'ble MERC as well.	
7	PSA	Sch-C Annexure-III Station Heat Rate	Notwithstanding anything to the contrary contained in this Annex-III, the benefit of an increase in SHR shall at all times be subject to an actual reduction in generation of electricity and in the event any reduction in Dispatch by the Utility is off-set by Dispatch to any other buyer, the benefit of an increase in SHR shall be computed only in respect of the remaining shortfall, if any.	**Kindly modify the clause as under:** Notwithstanding anything to the contrary contained in this Annex-III, the benefit of an increase in SHR shall at all times be subject to an actual reduction in generation of electricity and in the event any reduction in Dispatch by the Utility is off-set by Dispatch to any other Buyer and deemed Dispatch equivalent to deemed availability due to non-availability arising due to deficiency in transmission system, the benefit of an increase in SHR shall be computed only in respect of the remaining shortfall, if any. For the avoidance of doubt, it is clarified that any adjustment in SHR as per above shall be applied on a 15 minute time block basis.	It is pertinent to note that calculation of Dispatch of Power is provided on a 15 min. time block basis. Accordingly, computation of compensation for increase SHR due to lower dispatch, should also be done on a 15-minute time block basis. Hence, request to incorporate the proposed modification. The said change was allowed by MSEDCL in 2024 bidding process and was approved by Hon'ble MERC as well.	No change.
7	PSA	Sch-F Tests	**Trial run of Contracted Capacity:** A trial run of the Contracted Capacity shall be undertaken for a continuous period of 72 (seventy-two) hours for demonstrating the compliance of the Contracted Capacity with the provisions of this Agreement, including the design capacity of each circuit/facility. The trial run shall be conducted or caused to be conducted by the Supplier in consultation with the Utility's	**Kindly modify the clause as under:** **Trial run of Contracted Capacity:** A trial run of the Contracted Capacity shall be undertaken for a continuous period of 72 (seventy-two) hours for demonstrating the compliance of the Contracted Capacity with the provisions of this Agreement, including the design capacity of each Unit. The trial run shall be conducted or caused to be conducted by the Supplier in	Suggested changes are clarificatory in nature and were allowed by MSEDCL in the earlier bidding process.	Accepted.

S. NO.	Document	Clause Ref.	Existing Provision	Suggested modification / comment / clarification required	Rationale	Remark
			Engineer, the SLDC and the RLDC, as the case may be. In the event that testing of any circuit/facility cannot be carried out up to the design capacity,…… ……	consultation with the Utility's Engineer, the SLDC and the RLDC, as the case may be. In the event that testing of any Unit cannot be carried out up to the design capacity,…… ……..		
7	PSA	Sch-H Maintenance Requirements	1.2 The Supplier shall repair or rectify any defect or deficiency set forth in Paragraph 2 of this Schedule-H within the time limit specified therein and any failure in this behalf shall constitute a breach of the Agreement. Upon occurrence of any breach hereunder, the Utility shall be entitled to recover Damages as set forth in Clause 15.9 of the Agreement, without prejudice to the rights of the Utility under the Agreement, including Termination thereof.	**Kindly modify the clause as under:** 1.2 The Supplier shall repair or rectify any defect or deficiency set forth in Paragraph 2 of this Schedule-H within the time limit specified therein and any failure in this behalf shall constitute a breach of the Agreement. Upon occurrence of any breach hereunder, the Utility shall take action as deemed necessary without prejudice to the rights of the Utility under the Agreement, including Termination thereof.	Suggested changes were allowed by MSEDCL in the earlier bidding document. Request Utility to kindly retain the clause as earlier.	No change.

S. NO.	Document	Clause Ref.	Existing Provision	Suggested modification / comment / clarification required	Rationale	Remark
7	PSA	Sch-P Substitution Agreement	3.4.5 The transfer of Supply Contract hereunder to a Nominated Company may, notwithstanding anything to the contrary in this Agreement and the Power Supply Agreement, be undertaken by transfer of no less than 75% (seventy five per cent) of the equity of the Supplier to the Nominated Company, and upon such transfer hereunder, the Supplier shall be deemed to be the Nominated Company under and in accordance with the provisions of this Agreement and the Power Supply Agreement.	**Kindly modify the clause as under:** 3.4.5 The transfer of Supply Contract hereunder to a Nominated Company may, notwithstanding anything to the contrary in this Agreement and the Power Supply Agreement, be undertaken by transfer of no less than 51% (fifty one per cent) of the equity of the Supplier to the Nominated Company, and upon such transfer hereunder, the Nominated Company shall be deemed to be the Supplier under and in accordance with the provisions of this Agreement and the Power Supply Agreement.	The Substitution Agreement is executed with Lenders during Financial Closure. The % equity transfer provisions are finalized between lenders and developer as part of financial closure and are not known during the bid time. However, based on previous financing experience, it is known that usually around 51% of the equity shares are pledged with the lenders for financing. Thus, the current provision of 'no less than 75%' will lead to problems in execution of the substitution agreement and potentially delay the financial closure process. Hence, for abundant caution and in line with extant market practices, provision of at least 51% equity transfer is suggested. The said change was allowed by MSEDCL in 2024 bidding process and was approved by Hon'ble MERC as well.	No change

Note: Kindly note that the changes accepted by the utility are subject to approval by the Hon'ble Commission.

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"Queries/ Request for Additional Information: RFQ - DBFOO for 1600 MW Project: Jindal Power Limited"

Tender Event No.: CE/PP/Coal/02 Dated 02.09.2025

Sr.	Clause Reference	Existing Provision	Query / Comments	Suggested modification	MSEDCL's Remark
1.	Bidding Document	General	Kindly clarify if the quantum sought by MSEDCL is Approved by MERC.		Petition No 199/2025 is filed on 02.09.2025 before commission for necessary approval
2.	Bidding Document	Invitation for e-Tender for Long Term Procurement of Electricity on Bharat Portal with sourcing of fuel from under para B (iv) of SHAKTI Scheme through Utility	As per Revised SHAKTI Policy, 2025 it is requested to amend the text to "**SHAKTI Policy Window I**" in place of "**B(iv) Shakti Policy**"		Allocation of coal to MSEDCL by CIL is vide letter dated 28.03.2025 & SHAKTI Policy introduced on 17.07.2025 under Shakti Policy Window I. Hence there is no need to amend as proposed
3.	NIT	The developer may install a new project at any location as per its preference within or outside the State of Maharashtra and the electricity will be delivered at STU/MSETCL periphery.	It is requested to please clarify that if projects under construction or already commissioned projects are eligible to participate in this bidding process?		Definition of New power station is clear
4.	RFQ 1.1.1	Installed Capacity (in MW) : 1600 Contracted Capacity at Point of Grid Connection (in MW) – 1516 MW	It is requested to please clarify how the capacity of 1516 MW has been derived. What auxiliary consumption and losses have been considered?		Auxiliary consumption of 5.25% as per CERC norms 2024 has been considered for 1600 MW Power Plant
5.	RFQ 1.1.4	All Applicants shall submit their Application at Bharat Electronic Tender Portal ("**Bharat Portal**") https://www.bharat-electronictender.com .Applicants may Bid for the capacity specified in Clause 1.1.1. Provided, however, that the Utility may, in its sole discretion, accept only those Bids which match the lowest Bid.	It is requested to kindly arrange DEMO session for guidance on submission of both Technical and Financial bids for Long Term tenders followed by the e-reverse auction on the BHARAT ELECTRONIC E-bidding Portal.		Such mock test is not required as this portal has been already used by MSEDCL to float previous 1600 MW long term and 1000 MW MTPP tender and other Tenders related RE power purchase.
6.	RFQ 1.2.1	Prior to making an Application, the Applicant shall pay to the Utility a sum of Rs 1,60,000 (Rupees one lakh sixty thousand) plus 18% GST as the cost of the RFQ - DBFOO	It is requested to provide MSEDCL Bank Account details.		MSEDCL Bank Account details attached as Annexure-2

Sr.	Clause Reference	Existing Provision	Query / Comments	Suggested modification	MSEDCL's Remark
		process.			
7.	1.2.2 RFQ and RFP	All the Applicants would be able to participate in the e-Bidding events on making payment of the requisite fees of 500 per MW for the maximum capacity for which the Applicant is willing to bid, Bharat Portal. The requisite fee shall be deposited through NEFT/IMPS/RTGS after adding the applicable taxes.	• Please clarify the applicable taxes. • Please provide the bank Account details of Bharat Portal.		1) The requisite fees of 500 per MW plus 18% GST will be applicable. 2) Not Applicable to MSEDCL.
8.	RfQ 1.2.6	Generally, the Lowest Bidder shall be the selected Bidder. The remaining Bidders shall be kept in reserve and may, in accordance with the process specified in the RFP-DBFOO, be invited to match the Bid submitted by the Lowest Bidder in case such Lowest Bidder withdraws or is not selected for any reason or in case the capacity required as per clause 1.1.1 is not fully met by the Lowest Bidder. …….	As per the existing provision, it will be a challenge for a bidder to match the Lowest Bidder Tariff since each & every Bidder has its own economics. Hence L1 matching shall be replaced with bucket filling method.		No change, as bidder can offer full capacity of 1600 MW or 50% capacity of 800 MW hence bucket filling is not possible.
9.	RfQ 1.2.9.	For the purposes of bidding hereunder, the Fixed Charge and Fuel Charge will constitute the tariff for the Power Station (the "**Tariff**"). The element of **coal transportation and transit losses may vary from case to case** and shall also form part of the Fuel Charge by way of adjustment.	1. Kindly explain the meaning of adjustment in case of element of **coal transportation and transit losses** along with detailed illustration for bidders located in different locations. 2. Please clarify the treatment of Washery charges. 3. It is requested to provide the Financial Bid Model in the MS Excel version for cost analysis for participation in the bidding process.		1) Bidder needs to quote Tariff inclusive of Fixed & Fuel charges (Cost of fuel, Cost of Transportation & Cost of washing) pls refer Appendix I (Letter comprising Bid). 2) Washery Charges are included in Fuel Charges and bidder can include the same in in its bid. 3) Excel format for fuel charge will be provided.
4.	RFQ 1.2.1 and RfP 1.2.1	The Utility has adopted a two-stage process (collectively referred to as	However, as per tender timelines only Bid Due date		Qualification stage will not be there as

Sr.	Clause Reference	Existing Provision	Query / Comments	Suggested modification	MSEDCL's Remark
		the "**Bidding Process**") for selection of the Bidder for award of the Project. The first stage (the "**Qualification Stage**") of the process involved pre- qualification of interested parties/ Consortia in accordance with the provisions of the RFQ-DBFOO. At the end of the Qualification Stage, the Utility pre-qualified Applicants are eligible for participation in this second stage of the Bidding Process (the "**Bid Stage**") comprising Request for Proposal-DBFOO.	is mentioned and no Qualification stage is mentioned Considering no details have been provided regarding Coal Linkage to be arranged by MSEDCL in the tender document, it is requested to keep the two-stage bidding process in terms of "Qualification Stage" and "Bid Stage" so that, bidders can sought clarifications to the queries pertaining to coal linkages and tariff analysis etc at Bid stage for clarity on submission of Price Bid.		mentioned in SBD. Procedure starts from Bid stage i.e. Technical bid will be opened on bid due date & the technically qualified bidders will be intimated & financial bid will be opened for technically qualified bidders. Intimation of E-reverse auction will be provided Details regarding Coal linkage Attached as Annexure-1
5.	RfQ 1.2.9 RfP 3.5.2	Since the Bidder is expected to source linkage coal from Coal India Limited (the "**CIL**") or a subsidiary thereof from the Allocated Coal Linkage as per SHAKTI Policy arranged by the Utility, the cost of Fuel which shall be included in the **Fuel Charge shall be a „pass through"** in accordance with the terms of the PSA-DBFOO.	Please clarify if the bidder can use its own coal source for bidding under this project?		No, Coal has been allocated under SHAKTI Policy arranged by the Utility Details regarding Coal linkage Attached as Annexure-1
6.	RfQ 1.2.9 RfP 3.5.2	Since the Bidder is expected to source linkage coal from Coal India Limited (the "CIL") from the Allocated Coal Linkage as per SHAKTI Policy as arranged by the Utility, the cost of Fuel which shall be included in the **Fuel Charge shall be a "pass through"** in accordance with the terms of the PSA-DBFOO.	Kindly clarify in detail with illustration regarding the fuel charge pass through.		The clause is self explanatory
7.	RfQ 2.2.1	(d) An Applicant shall be liable for disqualification if any legal, financial or technical adviser of the	Please intimate the name of the advisors of the Utility for this bid process.		As of now, no advisory firm is engaged for evaluation or any related work of this tender process.

Sr.	Clause Reference	Existing Provision	Query / Comments	Suggested modification	MSEDCL's Remark
		Utility in relation to the Project is engaged by the Applicant, its Member or any Associate thereof, as the case may be, in any manner for matters related to or incidental to the Project.			
8.	RfQ [APPENDIX – VII]	[APPENDIX – VII] Details of the Allocated Coal Linkage	It is requested to provide details of allocated Coal Linkage to MSEDCL along with actual mining locations for coal linkage so that bidders have better clarity on transportation cost to prepare cost analysis for participation in the bidding process. Further, for calculations of Variable cost please provide, details regarding ex mine costing of coal with break-up of components, moisture content, Weighted Average as-delivered price of coal and Weighted Average GCV of coal etc to be considered by all bidders for the purpose of quoting the Fuel Charge.		Details regarding Coal linkage Attached as Annexure-1 Utility will provide format of Fuel charge showing cost of coal and various applicable taxes/duties/cess etc. Addendum will be issued separately.
9.	RfQ 2.14.1 and RfP 2.11.1	2.14.1 Applications should be submitted latest by 1500 hours IST on the Application Due Date, at the Portal in the manner and form as detailed in this RFQ - DBFOO . 2.11.1 **A. Documents to be submitted offline (i.e., in Original Hard Copy)** The bidder must submit the original of the following document offline: Bank Guarantee towards Bid	As per referred clauses, it is understood that only Original Bank Guarantee is to be submitted to MSEDCL and no other qualification documents are required to be submitted in Hard Copy. It is requested to please confirm our understanding.		As per Clause No. 2.11.1 A of the RFP, the 'Original Bank Guarantee' towards Bid Security shall be submitted offline to MSEDCL at the address specified in the tender document.

Sr.	Clause Reference	Existing Provision	Query / Comments	Suggested modification	MSEDCL's Remark
		Security to the address mentioned below:			
10.	RfP 2.14.1	2.14.1 The Bid shall be furnished in the format at Appendix–I on the Portal and shall consist of a Tariff to be quoted by the Bidder. The Bidder shall specify (in Indian Rupees) the Tariff to undertake the Project in accordance with this RFP-DBFOO and the provisions of the PSA-DBFOO.	Since the bidder must quote tariff online on the Bharat Portal while submitting Financial Bids, proposed Tariff quoted by bidder need not to be quoted here. Kindly Confirm?		Bidders shall quote their tariff exclusively through the online bidding platform on the Bharat Portal. Submission of tariff bids via any other mode or medium shall not be accepted.
11.	RfP 3.3.2	3.3.2 (d) During the e-Reverse Auction Stage, the **utility may mention ceiling price below which bidders have to quote Tariff.** The Bidders will have the option of reducing the Tariff quoted by them at e-Tender Stage in their Bids in decrements of 1 (one) paisa or multiples thereof. For avoidance of doubt it is clarified that, reduction of tariff during E-reverse auction stage will be through reduction in only the Total tariff compiling clause 3.5.2 of RFP.	It is to mention that mentioning ceiling price during e-RA is not in-line with Standard bidding guidelines issued by Ministry of Power. As per market driven price discovery, it is necessary that bidders be allowed to quote freely based on their respective cost structure. Also, imposing such conditions in deviation from Standard Guidelines doesn't fulfil the objective of competitive Bidding Process and deters participation in the tender. Hence, it is requested to kindly remove the condition of ceiling price.		This is in accordance with Clause 3.3.2 of the Request for Proposal (RfP), and prior approval from the Commission is being obtained for this deviation from the Standard Bidding Documents (SBD). Not accepted as mentioning the ceiling price during e-RA is at the Discretion of utility.
12.	RfP 3.5.2	Bid evaluation of all the bidders will be done at Total tariff derived at delivery point i.e Maharashtra State periphery. The bidder have to quote tariff (Fixed Charge & variable	As per referred clause, the inter-state bidder will never be in position to match L1 tariff against intra-state bidder (if any).		Not Accepted The cost of transmission charges and transmission losses have been mentioned in RFP and shall be considered solely for

Sr.	Clause Reference	Existing Provision	Query / Comments	Suggested modification	MSEDCL's Remark
		Charge) at Point of Grid connectivity as defined in PSA and applicable ISTS Charges and Losses as provided by MSEDCL…… Please note that the cost of transmission charges and the cost of transmission losses shall be considered solely for evaluation purposes and shall not form part of the tariff.	Hence, for the clarity in bidding process it is requested to allow every bidder to quote tariff at **Delivery point i.e. "interconnection of Generator Busbar with CTU/ISTS"** and to evaluate each bidder on the same parameters.		evaluation purposes of total tariff discovered at STU periphery.
13.	RfP APPENDIX-I Letter comprising the Bid	34.(Loading of individual parameters) . I/ We hereby submit the following Bid and offer, as on the Bid Due Date, in accordance with the provisions of the Power Supply Agreement and Clause 3.5 of this RFP-DBFOO- A Tariff of Rs. … and paise……$ (Rupees ….and paise ….) per kWh comprising a) Fixed Charge of Rs. …. and paise …. $ (Rupees …. and paise.…)$ per kWh b) Fuel Charge of Rs and paise …. $ per kWh (Rupees .... and paise ….) comprising of (a) Rs and paise …. $ per kWh (Rupees .... and paise ….) per kWh on account of weighted average cost of Fuel, (b) Rs and paise …. $ per kWh (Rupees.... and paise ….) per kWh on account of transportation, (c) Rs. .... and paise …. $ (Rupees.... and paise ….) per kWh on account of washing. (d) Rs. .... and paise …. $ (Rupees.... and paise ….) per kWh on Taxes/Duties/CESS/etc. (Loading of individual parameters)…… ……	Kindly clarify in detail with illustration regarding the fuel charge pass through. It is requested to provide the **Financial Bid Model in the MS Excel version** for cost analysis for participation in the bidding process.		For Appendix I, Letter comprising Bid, Financial Bid Model in the MS Excel sheet will be provided separately. Utility will provide format of Fuel charge showing cost of coal and various applicable taxes/duties/cess etc.

Sr.	Clause Reference	Existing Provision	Query / Comments	Suggested modification	MSEDCL's Remark
		Note: Loading of individual parameters like taxes, duties, and CESS (as applicable) involves specifying the calculation/breakup of each of these costs.			
14.	RfP APPENDIX-I Letter comprising the Bid	34. I/we hereby submit that we would be sourcing the coal from coal linkage allocated vide Letter of Assurance /FSA dated (copy enclosed). The notified price as per Letter of Assurance /FSA is Rs. per MT and GCV of _ _ _ kCal/Kg. The ex-mine cost of coal for the above coal linkage allocation as intimated by Utility vide communication dated is Rs. ` / MT.	It is requested to provide details of allocated Coal Linkage to MSEDCL along with actual mining locations for coal linkage so that bidders. Further, for calculations of Variable cost please provide, details regarding ex mine costing of coal with break-up of components, moisture content, Weighted Average as-delivered price of coal and Weighted Average GCV of coal etc to be considered by all bidders for the purpose of quoting the Fuel Charge.		Attached as Annexure-1
15.	RfP APPENDIX-I Letter comprising the Bid	Note : 1.The Cost of Taxes/ Duties/ CESS etc. shall be required to be separately provided by the bidders for each of the parameters above in the form of an Annexure to the Bid Format at the time of submission of Bid and post completion of the e-Reverse Auction process. Bidder has to attach **Appendix – 1 (as specified in PSA)** along with "format for fuel charge" as a part of Electronic Form - Financial and not as a part of Electronic Form-Technical	Appendix – 1 is not available in the PSA. It is requested to kindly provide the same.		Utility will provide format of Fuel charge showing cost of coal and various applicable taxes/duties/cess etc.

Sr.	Clause Reference	Existing Provision	Query / Comments	Suggested modification	MSEDCL's Remark
16.	RfP APPENDIX-I Letter comprising the Bid PSA **1.3**	Note : 3.The tariff as part of the Financial Bid is required to be quoted up to **two places of decimal only.** **Measurements and arithmetic conventions** All measurements and calculations including calculation of Fixed Charges and Fuel Charges along with the components of Fuel Charge shall be in the metric system and calculations done to **4 (four) decimal places**, with the fifth digit of 5 (five) or above being rounded up and below 5 (five) being rounded down.	Kindly confirm that calculation of Fixed Charges and Fuel Charges along with the components of Fuel Charge to be done to what decimal places?		Calculation of Fixed Charges and Fuel Charges along with the components of Fuel Charge to be done to **4 (four) decimal places**, with the fifth digit of 5 (five) or above being rounded up and below 5 (five) being rounded down.
17.	PSA 3.1.1	Subject to and in accordance with the provisions of this Agreement, Applicable Laws and the Applicable Permits, the Utility hereby awards to the Supplier the supply contract set forth herein including the right and authority to utilise the Allocated Coal for producing electricity at the Power Station for supply thereof to the Utility (the "**Supply Contract**") for a period of **30 (thirty) years**	It is requested to revise the **Contract period to 25 Years.** As per standard bidding guidelines the Contract period is wto be fixed such that the period of supply is **between 7 (seven) and 25 (twenty five) years** under Long-term procurement.		The contract period mentioned in the Power Supply Agreement (PSA) Clause 3.1.1, commences from the Appointed Date.
18.	PSA 3.1.1	Provided that the Utility shall, at any time no earlier than 3 (three) years, but no later than 2 (two) years prior to completion of the aforesaid Contract Period of [30 (thirty) years, upon issuing a notice to this effect to the Supplier, be entitled to an extension of 5 (five) years in the Contract Period under and in accordance with the provisions of Clause 31.4. Provided that the Supplier shall, at	Extension of Contract period should be on mutual agreed basis. Hence it is requested to modify the clause accordingly for both parties.		No change

Sr.	Clause Reference	Existing Provision	Query / Comments	Suggested modification	MSEDCL's Remark
		any time no earlier than 3 (three) years, but no later than 2 (two) years prior to completion of the aforesaid Contract Period of [30 (thirty) years, upon issuing a notice to this effect to the Utility, be entitled to an extension of 5 (five) years in the Contract Period under and in accordance with the provisions of Clause 31.4.			
19.	PSA 3.2.1	3.2.1 In the event that extension of the Contract Period shall have become due under and in accordance with the provisions of this Agreement, the either Party shall, on receiving a notice from the other Party, extend the Supply Contract in accordance with the provisions of Clause 3.1.1.	Without prejudice the clause may kindly be modified to allow the option to extend the Agreement to both Parties to provide for equitable treatment of the Supplier and the Utility. Also, Extension of Contract period should be on mutual agreed basis. Hence it is requested to modify the clause and keep the PSA provisions accordingly for both parties.		No change
20.	PSA 3.2.2	3.2.2 <Omitted>	It is requested to keep the provisions of Clause No. 3.2.2 Without prejudice the clause may kindly be modified to allow the option to extend the Agreement to both Parties to provide for equitable treatment of the Supplier and the Utility.	3.2.2 Notwithstanding anything to the contrary contained in this Agreement, save and except the extension of Contract Period specified in the Proviso of Clause 3.1.1 and in Clause 31.4, in the event that extension of the Contract Period due to the Supplier in accordance with the provisions of this	No change The proposed Clause 3.2.2 introduces an additional payment obligation on the Utility for non-extension of the Contract Period, which is neither contemplated nor justified under contractual framework.

Sr.	Clause Reference	Existing Provision	Query / Comments	Suggested modification	MSEDCL's Remark
				Agreement is not granted by the Utility for any reason, the Utility shall, within 30 (thirty) days of the expiry of this Agreement, pay to the Supplier a lump sum amount computed in accordance with this Clause 3.2.2 in lieu of the Fixed Charge that would have been payable to the Supplier if the Contract Period were extended in accordance with this Agreement. For computation of the aforesaid lump sum amount payable hereunder, the Fixed Charge due and payable for and in respect of the last month of the Contract Period shall be deemed as the base and the amount so determined shall be reduced by 5% (five per cent) for the following month and the same computation shall be repeated for every subsequent month for the purposes hereof.	

Sr.	Clause Reference	Existing Provision	Query / Comments	Suggested modification	MSEDCL's Remark
21.	PSA 4.1.2	(c) procured approval of the Commission for payment of Tariff by the Utility to the Supplier in accordance with the provisions of this Agreement; and	Please confirm that power supply will start after MERC approval only		The Power Supply Agreement (PSA) shall be executed only after obtaining approval from the Commission for the adoption of the tariff.
22.	PSA (4.1.3)	K. Obtained the letter of assurance, issued by CIL/ its Subsidiary ("Coal Supplier") in the name of the Supplier for the supply on a linkage basis, [**] tonnes per annum of coal for the entire Term of this Agreement ("Letter of Assurance" appended herein as Annexure 1) for the purposes of the Project.	As the Coal Linkage will be arranged by the Utility and shall not be applicable on the Supplier. Hence, it is requested to please delete.		LoA will be required to be obtained by successful bidder from Coal India based on allocation to Utility against this 1600MW power procurement
23.	PSA 4.2	Damages for delay by the Utility In the event that (i) the Utility does not procure fulfilment or waiver of any or all of the Conditions Precedent set forth in Clause 4.1.2 within the period specified in respect thereof or the extended period provided in accordance with this agreement, and (ii) the delay has not occurred as a result of breach of this Agreement by the Supplier or due to Force Majeure, the Utility shall pay to the Supplier Damages in an amount calculated at the rate of 0.1% (zero point one per cent) of the Performance Security for each day's delay until the fulfilment of such Conditions Precedent, subject to a maximum amount equal to the Bid Security.	Without prejudice the damage rate for per day of delay should be equivalent for both Utility and Supplier in case of delay in achievement of Conditions Precedent.	Damages for delay by the Utility In the event that (i) the Utility does not procure fulfilment or waiver of any or all of the Conditions Precedent set forth in Clause 4.1.2 within the period specified in respect thereof or the extended period provided in accordance with this agreement, and (ii) the delay has not occurred as a result of breach of this Agreement by the Supplier or due to Force Majeure, the Utility shall pay to the Supplier Damages in an amount calculated at the rate of 0.3%	No change

Sr.	Clause Reference	Existing Provision	Query / Comments	Suggested modification	MSEDCL's Remark
				(zero point Three per cent) of the Performance Security for each day's delay until the fulfilment of such Conditions Precedent.	
24.	PSA (5.1.4)	The Supplier shall install, operate and maintain the Power Station in accordance with the Specifications and Standards and the Maintenance Requirements such that the Availability of the Contracted Capacity of the Power Station is at least 85% (eighty five per cent) thereof during each year of the Operation Period (the "**Normative Availability**").	As per standard bidding guidelines Long-term procurement it is requested to keep the Normative Availability at least **90% (ninety per cent)**	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 **90% (ninety per cent)** thereof during each year of the Operation Period (the "Normative Availability").	No change
25.	PSA (5.7)	**5.7 Obligations relating to SLDC and RLDC charges** 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.	As delivery point is Generators CTU interconnection point and Inter-state Transmission Charges and Losses are in the scope of utility, 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 upto delivery point.	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 upto delivery point wherein "**Delivery Point**" means any point in the Inter-State Transmission System where the Power Station of the Supplier is delivering	The cost of transmission charges and transmission losses will only borne by Utility for Generator connected to CTU periphery and all other charges are to be paid by supplier.

Sr.	Clause Reference	Existing Provision	Query / Comments	Suggested modification	MSEDCL's Remark
				power either through ISTS connectivity, or through a dedicated transmission line or through the Intra state transmission system of the state in which it is located.	
26.	PSA 9.1.1	The Supplier shall, for the performance of its obligations hereunder, provide to the Utility no later than 60 (sixty) days from the date of this Agreement, an irrevocable and unconditional guarantee from a Bank for a sum equivalent to Rs. *** crore (Rupees *** crore)16 in the form set forth in Schedule-D (the "Performance Security").	It is requested to clarify the amount of Performance Security to be submitted by successful bidder.		To be calculated @ Rs. 30,00,000 (Rs. thirty lakh) per MW of Contracted Capacity if Contracted Capacity is more than 500 MW and less than 1000 MW and Rs. 20,00,000 (Rs. twenty lakh) per MW of Contracted Capacity if Contracted Capacity is more than 1000 MW.
27.	PSA 9.4	The Supplier shall, for the performance of its obligations hereunder during the Operation Period, **be deemed** to provide to the Utility upon occurrence of Appointed Date or actual commencement of supply from the Project, whichever is later,, an irrevocable and unconditional guarantee pursuant to the provisions of this Clause 9.4 (**the "Performance Guarantee"),** for a sum equivalent to the Fixed Charge due and payable by the Utility to the Supplier as on the Appointed Date for Normative Availability in respect of a period of 15 (fifteen) days in accordance with the provisions of this Agreement.	Whether it will be a **deemed guarantee** or the supplier needs to provide the Performance Guarantee.		Needs to provide **Performance Guarantee**

Sr.	Clause Reference	Existing Provision	Query / Comments	Suggested modification	MSEDCL's Remark
28.	PSA 11.2.1	The Supplier shall complete construction of the Power Station as specified in Schedule-B, and in conformity with the Specifications and Standards set forth in Schedule-C. The [42 (forty two) months and 48 (forty eight) months from the Appointed Date shall be the scheduled date for completion of Unit-1 and Unit-2 of the Power Station respectively (the "**Scheduled Completion Date**"). **The Power Station shall consist of 2 (two) units of 800 MW each and the Supplier agrees and** undertakes that construction of the Power Station shall be completed on or before the Scheduled Completion Date. For the avoidance of doubt, the Parties agree that the construction of Power Station hereunder shall include construction of a **dedicated transmission system for point to point transmission of electricity from the generating station to the Point of Grid Connection,** as specified in Schedule-B, and in conformity with the Specifications and Standards set forth in Schedule-C (the "**Dedicated Transmission System**").	The referred will be modified suitably in case there are two successful bidder constructing 1X800 MW Unit each and as per the location of Power Station selected by bidder i.e. inter-state or intra-state as the case may be. Kindly confirm		It is clarified that, in case there are two successful bidders each offering 800 MW power through single unit (1X800 MW) inter-state or intra-state as the case may be then construction period for both such bidders will be 42 months. In case the Supplier is setting up a dedicated transmission line upto STU, the transmission charge/loss upto Delivery Point shall be borne by the Supplier for the entire duration of this Agreement. Hence, in such case, for bid evaluation the ISTS charges and losses shall not be added to the Quoted Tariff of that bidder. However, in case such dedicated transmission line becomes a part of CTU network during the term of this Agreement, the transmission charges applicable to the Utility shall be reimbursed by the Supplier to the Utility on actual basis.
29.	PSA 15.7.2	15.7.2 Upon receiving the permission pursuant to Clause 15.7.1, the Supplier shall be entitled to shut down or de-commission the designated Unit for the period specified therein, and in the event of any delay in re-commissioning such Unit, the Supplier shall pay Damages to the Utility calculated at the rate of 2% (two per cent) of the Average Daily Fixed Charge for each day of	There shall be no penalty on supplier in this case, as supplier is expected to pay penalty if it doesn't meet normative availability since supplier is already paying penalty if it doesn't meet normative availability, supplier shall not be penalized twice for delay in re-commissioning.		No change

Sr.	Clause Reference	Existing Provision	Query / Comments	Suggested modification	MSEDCL's Remark
		delay until the Unit has been re-commissioned for generation			
30.	PSA 21.4.2	Upon occurrence of a shortfall in the Minimum Fuel Stock, Availability shall be deemed to be reduced in accordance with the provisions of Clause 21.5.2 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 70% (seventy per cent) of the Non-Availability hereunder.	100% Fixed charge should be paid by the Utility as Fuel Supply is not under reasonable control of the supplier Hence it is requested to allow the same and amend the clause accordingly.		No change
31.	PSA 21.2.4	The Initial Fixed Charge shall be deemed to be the Base Fixed Charge for the Accounting Year in which COD occurs, and for each subsequent Accounting Year, the applicable Base Fixed Charge shall be determined by decreasing the Base Fixed Charge for the immediately preceding Accounting Year by **[2% (two per cent)]**25 thereof.	It is requested to kindly revise the yearly reduction on Fixed Charge to 1%.	The Initial Fixed Charge shall be deemed to be the Base Fixed Charge for the Accounting Year in which COD occurs, and for each subsequent Accounting Year, the applicable Base Fixed Charge shall be determined by decreasing the Base Fixed Charge for the immediately preceding Accounting Year by **[1% (one per cent)]**25 thereof.	No change. The 2% degradation factor forms part of the approved bid conditions and reflects the expected normative reduction in fixed charges with ageing, consistent with prudent utility practice. Any reduction of this factor would shift performance risk to the Procurer and adversely impact long-term tariff sustainability. Hence this clause is not in interest on consumer of MSEDCL. Accordingly, the proposed change is not accepted.
32.	PSA 21.4.4	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) (on cumulative basis) computed in terms of kWh as per Clause 5.1.4 with	As per standard bidding guidelines Long-term procurement it is requested to keep the provision of payment of fixed charges in respect of Normative Availability of **90% (ninety per cent)**	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	No Change

Sr.	Clause Reference	Existing Provision	Query / Comments	Suggested modification	MSEDCL's Remark
		reference to the entitlement of the Utility in Contracted Capacity (the "**Capacity Charge**"). Provided, however, that in the event of Despatch (on cumulative basis in such Accounting Year) of the Power Station beyond such 90% (Ninety per cent), of the Contracted Capacity (on cumulative basis in such Accounting Year), Incentive shall be payable in accordance with the provisions of Clause 21.6.1.		respect of the Normative Availability of **90% (ninety per cent)** (on cumulative basis) computed in terms of kWh as per Clause 5.1.4 with reference to the entitlement of the Utility in Contracted Capacity (the "**Capacity Charge**"). Provided, however, that in the event of Despatch (on cumulative basis in such Accounting Year) of the Power Station beyond such 90% (Ninety per cent), of the Contracted Capacity (on cumulative basis in such Accounting Year), Incentive shall be payable in accordance with the provisions of Clause 21.6.1.	
33.	PSA 21.6.1	**21.6.1** In the event that the Availability in any month exceeds the Normative Availability of 90% (ninety per cent) on cumulative basis, the Supplier , in lieu of a Fixed Charge, shall 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 Availability of 90% (ninety per cent) on cumulative basis.	As per Clause no. 21.4.5 of PSA Fixed Charges are payable in respect of the Normative Availability of 85% and Incentives are payable in the event that the Availability in any month exceeds the Normative Availability of 90%. The referred provisions are causing ambiguity as supplier is not being paid anything for maintaining		No change

Sr.	Clause Reference	Existing Provision	Query / Comments	Suggested modification	MSEDCL's Remark
			availability above 85% and below 90%. Hence, as per standard bidding guidelines Long-term procurement it is requested to keep the provision of payment of fixed charges in respect of Normative Availability of **90% (ninety per cent)**		
34.	PSA 21.14	**21.14 Discount for early payment** **21.14.** The Parties expressly agree that in the event the Utility pays the Tariff within 7 (seven) days of the date of submission of the Monthly Invoice /Provisional Monthly Invoice thereof, it shall be entitled to deduct 1% (one per cent) of the amount comprising the Tariff by way of discount for early payment.	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. This is in-line with model bidding document (MBD), 2019 .	The Parties expressly agree that in the event the Utility pays the Tariff within 5 (five) days of the date of submission of the invoice thereof, it shall be entitled to deduct 1% (one per cent) of the amount comprising the Tariff by way of discount for early payment.	No change
35.	PSA 22.2.1	The Parties agree and confirm that as on the Bid Date, the Fuel Charge determined in accordance with the provisions of Article 22, to be Re … and Paise …. (Rupees…..and Paise …..) per kWh and is based on the parameters comprising of (a) Weighted Average of "As Delivered Price" of coal of Rs …… (Rupees ……and Paise…….) per Tonne (inclusive of applicable taxes) at the loading point of the mine to be sourced from the mine as per **part C of Annex-1 of Schedule A**	Part C of Annex-1 of Schedule A is omitted in PSA. It is requested to provide the details of **Allocated Coal Linkage.**		Details of Allocated Coal linkage is Attached as Annexure 1

Sr.	Clause Reference	Existing Provision	Query / Comments	Suggested modification	MSEDCL's Remark
36.	PSA 22.4.1	22.4.1 Prior to the Scheduled Completion Date, the Supplier shall have executed an agreement with a supplier of Fuel for supply of Fuel sufficient for generating electricity at no less than 100% (Hundred per cent)] of the Contracted Capacity during each month for a period of at least [25 (twenty five) years] commencing from COD]41, substantially in accordance with the provisions of Clause 22.5 (the "Fuel Supply Agreement" or "FSA").	As the coal is arranged by the utility under Shakti B (iv), it is requested to confirm that FSA will be signed for supply of Fuel sufficient for generating electricity **at no less than 100% (Hundred per cent)]** of the Contracted Capacity Further, as the contract period of 30 Years is mentioned in PSA hence, FSA should be signed for supply of fuel for a period of at least [30 (Thirty) years] commencing from COD]. It is requested to revise the clause accordingly.	Prior to the Scheduled Completion Date, the Supplier shall have executed an agreement with a supplier of Fuel for supply of Fuel sufficient for generating electricity at no less than 100% (Hundred per cent)] of the Contracted Capacity during each month for a period of at least **[30 (Thirty) years]** commencing from COD]41, substantially in accordance with the provisions of Clause 22.5 (the "Fuel Supply Agreement" or "FSA").	No change.
37.	PSA (23.2.1)	The Utility shall, no later than 30 (thirty) days prior to the likely date of COD, provide to the Supplier, an unconditional, revolving and irrevocable letter of credit for an amount equivalent to the 20% (twenty per cent) of the annual Capacity Charge **(the "Minimum Monthly Payment")** (the "Letter of Credit"), which may be drawn upon by the Supplier for recovery of payment due against the Monthly Invoice in accordance with the provisions of this Agreement.	Since billing is on monthly basis and payment due date is within 30 days after billing date. Hence by the time first payment is due the supplier has already supplied power for more than two months, hence the value of LC must be of an amount equivalent to at least two months energy bill.	The Utility shall, no later than 30 (thirty) days prior to the likely date of COD, provide to the Supplier, an unconditional, revolving and irrevocable letter of credit for an amount equivalent to the 40% (Forty per cent) of the annual Capacity Charge **(the "Minimum Two Monthly Payment")** (the "Letter of	No change

Sr.	Clause Reference	Existing Provision	Query / Comments	Suggested modification	MSEDCL's Remark
				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.	
38.	ARTICLE 39 DEFINITIONS	"**Allocated Coal Linkage**" shall mean coal linkage arranged by Utility in pursuance to allocation under Para B (iv) of SHAKTI Scheme of Govt. of India and as specified in **Part C of Annex-1 of Schedule A**.	Part C of Annex-1 of Schedule A is omitted in PSA. It is requested to provide the details of **Allocated Coal Linkage.**		Details regarding Coal linkage is attached as Annexure 1
39.	ARTICLE 39 DEFINITIONS	"**Delivery Point**" means any point in the intra-state Grid of Maharashtra where the electricity supplied under this Agreement is received by the Utility.	As the Inter-State Transmission Charges and Losses will be borne by Utility, it is requested to revise the delivery point to "interconnection of Generator Busbar with CTU/ISTS"	"**Delivery Point**" means any point in the Inter-State Transmission System where the Power Station of the Supplier is delivering power either through ISTS connectivity, or through a dedicated transmission line or through the Intra state transmission system of the state in which it is located.	No change
40.	SCHEDULE-C	**2 Station Heat Rate** 2.1 The Station Heat Rate, reckoned at the Point of Grid Connection shall, after accounting for auxiliary consumption and transmission losses, **not exceed 2,300 (two thousand three hundred) kCal per kWh** or as Latest CEA Regulation whichever is lower] at 100% (hundred per cent) maximum continuous rating (MCR).	SHR shall be taken as 2350, as SHR of 2300 is generally not attainable by Supercritical Power plants, Average design SHR by super critical shall be around 2350 kcal/kg	**2 Station Heat Rate** 2.1 The Station Heat Rate, reckoned at the Point of Grid Connection shall, after accounting for auxiliary consumption and transmission losses, **not exceed 2,350 (two thousand three**	Changes as requested for considering Net SHR as 2375 Kcal/KWh is accepted.

Sr.	Clause Reference	Existing Provision	Query / Comments	Suggested modification	MSEDCL's Remark
				hundred Fifty) kCal per kWh or as Latest CEA Regulation whichever is lower] at 100% (hundred per cent) maximum continuous rating (MCR).	
41.	General	Since the Bidder is expected to source linkage coal from Coal India Limited (the "CIL") from the Allocated Coal Linkage as per SHAKTI Policy as arranged by the Utility, the cost of Fuel which shall be included in the **Fuel Charge shall be a "pass through"** in accordance with the terms of the PSA-DBFOO.	MoP, Govt of India Notification dated 08.10.2021 and clarification dated 14.05.2024 mandates 7% biomass co-firing with coal (copies attached). Request MSEDCL's confirmation and advice on methodology for passthrough of biomass cost in Fuel Charge		Bidder shall take into account all directives, guidelines, and notifications issued by the Ministry of Power and the Ministry of Environment & Forests that are in force as on the bid due date. Any Government notification issued prior to the bid due date shall not qualify as Change in Law for the purpose of this bi
42.	General		MoP, Govt of India Notification dated 27.02.2023 & Clarification dated 06.08.2025 copies attached) mandates that *'any generating company establishing a coal/lignite-based thermal generating station and having the Commercial Operation Date (COD) of the project on or after 1st April 2023 shall be required to establish renewable energy generating capacity (in MW) i.e. Renewable Generation Obligation (RGO) of a minimum of forty percent (40%) of the capacity (in MW) of a coal/lignite-based thermal*		No change

Sr.	Clause Reference	Existing Provision	Query / Comments	Suggested modification	MSEDCL's Remark
			generating station or procure and supply renewable energy equivalent to such capacity'. The said Notification also states that *'A coal/lignite based thermal generating station with Commercial Operation Date (COD) of the project between 1st April 2023 and 31st March 2025 shall be required to comply with RGO of 40% by 1st April 2025, and any other coal/lignite based thermal generating station with Commercial Operation Date (COD) of the project after 1st April 2025 shall be required to comply with RGO of 40% by the COD'*. So, the RGO will be applicable for the coal based thermal plant(s) to be set up under MSEDCL tender and the Selected Bidder(s) shall be required to establish total RE generating capacity of 1600 MW i.e. 40% of 4000 MW or the Selected Bidder(s) shall be required to procure and supply renewable energy equivalent to 1600 MW capacity. Further, MoP Govt of India Notification dated 12.04.2025 (copy attached) regarding Scheme for		

Sr.	Clause Reference	Existing Provision	Query / Comments	Suggested modification	MSEDCL's Remark
			Flexibility in Generation and Scheduling of Thermal/ Hydro Power Stations through bundling with Renewable Energy and Storage Power states that *"The generating companies shall be allowed to utilize such renewable energy for supplying power against their existing commitments/PPAs i.e., replacement of Thermal/ Hydro power to procurers anywhere in India. The RE in the mix shall count towards the RPO compliance of the Distribution Licensee"* In view of above, it is requested to confirm whether MSEDCL will allow such bundling of RE power with coal-based power by the Selected Bidder(s) for supply to MSEDCL under PSA-DBFOO?		

Note: Kindly note that the changes accepted by the utility are subject to approval by the Hon'ble Commission.

Queries/ Request for Additional Information: RFQ – DBFOO, RFP – DBFOO & PSA – DBFOO ("Bid Documents") for Long Term Procurement of 1600 MW Power

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<u>JSW</u> Queries/ Request for Additional Information: RFQ – DBFOO

<table>
<tr><th>Sn.</th><th>Reference Clause</th><th>Bid Documents</th><th>Suggested text for the amendment</th><th>Rationale for Clarification or Amendment</th><th>MSEDCL's Remark</th></tr>
<tr>
<td>1.</td>
<td>1.1.1</td>
<td>Brief particulars of the Project are as follows:

<table>
<tr><td>Installed Capacity Required (in MW)</td><td>Contracted Capacity at Point of Grid Connection (in MW)</td><td>Period when supply must commence</td></tr>
<tr><td colspan="3">In case Bidder offers full capacity</td></tr>
<tr><td>1600 (2 x 800 MW)</td><td>1516 MW</td><td>Unit 1: 42 (forty two) months from Appointed Date
Unit 2: 48 (forth eight) months from Appointed Date</td></tr>
<tr><td colspan="3">In case Bidder offers 50% i.e. 800 MW capacity</td></tr>
<tr><td>800 (1 x 800 MW)</td><td>758 MW</td><td>Unit 1: 42 (forty two) months from</td></tr>
</table>
</td>
<td>Brief particulars of the Project are as follows:

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<tr><td>1600 (2 x 800 MW)</td><td>1516 MW</td><td>Unit 1: ~~42~~ 60 (~~forty two~~ Sixty) months from Appointed Date
Unit 2: ~~48~~ 66 (~~forth eight~~ Sixty six) months from Appointed Date</td></tr>
<tr><td colspan="3">In case Bidder offers 50% i.e. 800 MW capacity</td></tr>
<tr><td>800</td><td>758 MW</td><td>Unit 1: ~~42~~</td></tr>
</table>
</td>
<td>The limited domestic BTG (Boiler, Turbine, Generator) manufacturing capacity, primarily from BHEL and L&T, poses a significant constraint to meeting the existing 42-month timeline for implementation of a greenfield project. Considering these manufacturing and supply chain challenges, a 60-month timeline for first unit and additional 6-month for 2nd unit are a more realistic and achievable target.</td>
<td>No change</td>
</tr>
</table>

Queries/ Request for Additional Information: RFQ – DBFOO, RFP – DBFOO & PSA – DBFOO ("Bid Documents") for Long Term Procurement of 1600 MW Power

Sn.	Reference Clause	Bid Documents	Suggested text for the amendment	Rationale for Clarification or Amendment	MSEDCL's Remark
		Appointed Date	(1 x 800 MW) **60** (~~forty two~~ **Sixty**) months from Appointed Date		
2.	1.2.1 Brief Description of Bidding Process	The Utility has adopted a two-stage bidding process (collectively referred to as the "Bidding Process") for selection of the Bidder for award of the Project. The first stage (the "Qualification Stage") of the process involves qualification (the "Qualification") of interested parties/ consortia who make an Application in accordance with the provisions of this RFQ - DBFOO (the "Applicant", which expression shall, unless repugnant to the context, include the Members of the Consortium). Prior to making an Application, the Applicant shall pay to the Utility a sum of Rs 1,60,000 (Rupees one lakh sixty thousand) plus 18% GST as the cost of the RFQ - DBFOO process….		Request to kindly provide the complete account details of Utility to make the payment through NEFT/IMPS/RTGS towards cost of RFQ – DBFOO.	Bank details are attached as Annexure-2
3.	2.2.4 (i) (ii)	(i) Certificate(s) from firm of auditor / statutory auditors of the Applicant or its Associate or the concerned client(s) stating the payments made/ received or works commissioned, as the case may be, during the past 5 years in respect of the projects specified in paragraph 2.2.2 (A) above. In case a particular job/ contract has been jointly executed by the Applicant (as part		We understand that the RFQ stipulates the submission of "Certificate(s) from the firm of auditors/statutory auditors of the Applicant or its Associate," where "auditor" refers to a practicing Chartered	Accepted.

Queries/ Request for Additional Information: RFQ – DBFOO, RFP – DBFOO & PSA – DBFOO ("Bid Documents") for Long Term Procurement of 1600 MW Power

Sn.	Reference Clause	Bid Documents	Suggested text for the amendment	Rationale for Clarification or Amendment	MSEDCL's Remark
		of a consortium), it should further support its claim for the share in work done for that particular job/ contract by producing a certificate from its statutory auditor or the client; and (ii) certificate(s) from firm of auditor / statutory auditors of the Applicant or its Associates specifying the Net Worth of the Applicant, as at the close of the preceding financial year, and also specifying that the methodology adopted for calculating such Net Worth conforms to the provisions of this Clause 2.2.4 (ii). For the purposes of this RFQ - DBFOO , net worth (the "Net Worth") shall mean the sum of subscribed and paid up equity and reserves from which shall be deducted the sum of revaluation reserves, miscellaneous expenditure not written off and reserves not available for distribution to equity share holders.		Accountant. Kindly confirm if our understanding is correct, accordingly, certificates issued by a practicing Chartered Accountant shall be submitted by the bidders to demonstrate both Technical Capacity and Financial Capacity.	
4.	[APPENDIX – VII]29 Details of the Allocated Coal Linkage	[Details to be provided with respect to Location of Coal Mine and Quality of Coal]		Request to provide the coal allocation for 1600 MW.	Attached as Annexure-1
2.13	General	Method of Submission of Response to RfQ by the Bidder 2.13.1 Documents to be submitted online: --------		We understand that the method of submitting responses to the RFQ is exclusively online (no hard copy submissions). Kindly confirm.	Documents needs to be submitted online on Bharat portal

Queries/ Request for Additional Information: RFQ – DBFOO, RFP – DBFOO & PSA – DBFOO ("Bid Documents") for Long Term Procurement of 1600 MW Power

Queries/ Request for Additional Information: RFP – DBFOO

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<tr><td>Installed Capacity Required (in MW)</td><td>Contracted Capacity at Point of Grid Connection (in MW)</td><td>Period when supply must commence</td></tr>
<tr><td colspan="3">In case Bidder offers full capacity</td></tr>
<tr><td>1600 (2 x 800 MW)</td><td>1516 MW</td><td>Unit 1: 42 (forty two) months from Appointed Date
Unit 2: 48 (forth eight) months from Appointed Date</td></tr>
<tr><td colspan="3">In case Bidder offers 50% i.e. 800 MW capacity</td></tr>
<tr><td>800 (1 x 800</td><td>758 MW</td><td>Unit 1: 42 (forty two)</td></tr>
</table></td><td>Brief particulars of the Project are as follows:

<table>
<tr><td>Installed Capacity Required (in MW)</td><td>Contracted Capacity at Point of Grid Connection (in MW)</td><td>Period when supply must commence</td></tr>
<tr><td colspan="3">In case Bidder offers full capacity</td></tr>
<tr><td>1600 (2 x 800 MW)</td><td>1516 MW</td><td>Unit 1: <s>42</s> 60 (<s>forty two</s> Sixty) months from Appointed Date
Unit 2: <s>48</s> 66 (<s>forth eight</s> Sixty six) months from Appointed Date</td></tr>
<tr><td colspan="3">In case Bidder offers 50% i.e. 800 MW capacity</td></tr>
<tr><td>800</td><td>758 MW</td><td>Unit 1: <s>42</s></td></tr>
</table></td><td>The limited domestic BTG (Boiler, Turbine, Generator) manufacturing capacity, primarily from BHEL and L&T, poses a significant constraint to meeting the existing 42-month timeline for implementation of a greenfield project. Considering these manufacturing and supply chain challenges, a 60-month timeline for first unit and additional 6-month for 2nd unit are a more realistic and achievable target.</td><td>No Change</td></tr>
</table>

Queries/ Request for Additional Information: RFQ – DBFOO, RFP – DBFOO & PSA – DBFOO ("Bid Documents") for Long Term Procurement of 1600 MW Power

Sn.	Reference Clause	Bid Documents	Suggested text for the amendment	Rationale for Clarification or Amendment	
		MW) | | months from Appointed Date	(1 x 800 MW) | | **60** (~~forty two~~ **Sixty**) months from Appointed Date		
2.	1.2.1 **Brief description of Bidding Process**	The Utility has adopted a two-stage process (collectively referred to as the "Bidding Process") for selection of the Bidder for award of the Project. The first stage (the "Qualification Stage") of the process involved pre- qualification of interested parties/ Consortia in accordance with the provisions of the RFQ-DBFOO. At the end of the Qualification Stage, the Utility pre- qualified Applicants are eligible for participation in this second stage of the Bidding Process (the "Bid Stage") comprising Request for Proposal-DBFOO. Prior to participating in the e-Bidding events, the Bidder shall pay to the Utility a sum of Rs 5,00,000 (Rupees Five Lakh Only) (plus applicable GST) inclusive of taxes as the cost of the RFP-DBFOO process by Demand Draft in the name of "Maharashtra State Electricity Distribution Company Limited" payable at Mumbai and submit the same in the office of the Utility at Mumbai or as		Request to kindly provide the Applicant with an alternative option to make the payment to the Utility for the RFP - DBFOO document via NEFT/IMPS/RTGS.	Bidder shall pay the cost of the RFP-DBFOO process by Demand Draft in the name of "Maharashtra State Electricity Distribution Company Limited" payable at Mumbai and submit the same in the office of the Utility at Mumbai

Queries/ Request for Additional Information: RFQ – DBFOO, RFP – DBFOO & PSA – DBFOO ("Bid Documents") for Long Term Procurement of 1600 MW Power

Sn.	Reference Clause	Bid Documents	Suggested text for the amendment	Rationale for Clarification or Amendment	
		provided for in Clause 1.4 and obtain the acknowledgement of the Draft.			
3.	APPENDIX – I Letter comprising the Bid (Refer Clauses 2.1.5 and 2.14)	34. I (Loading of individual parameters) …..		Please clarify whether the components of the tariff to be quoted under the Appendix I (Hard Copy) or the same is to be limited to submission in Bharat portal only.	To be uploaded on portal

Queries/ Request for Additional Information: PSA – DBFOO

Sn.	Reference Clause	Bid Documents (MSEDCL)	Suggested text for the amendment	Rationale for Clarification or Amendment	

Queries/ Request for Additional Information: RFQ – DBFOO, RFP – DBFOO & PSA – DBFOO ("Bid Documents") for Long Term Procurement of 1600 MW Power

1.	4.1.3	4.1.3 The Conditions Precedent required to be satisfied by the Supplier within a period of 180 (one hundred and eighty) days from the date of this Agreement shall be deemed to have been fulfilled when the Supplier shall have:	4.1.3 The Conditions Precedent required to be satisfied by the Supplier within a period of ~~180 (one hundred and eighty) days~~ **12 (twelve) months** from the date of this Agreement shall be deemed to have been fulfilled when the Supplier shall have:	The time period for achieving Conditions precedent after signing of the PSA is to be extended to 12 months to mitigate the risk of unforeseen delays after signing of the PSA. The same has also been incorporated in the latest DBFOO bid conducted by WBSEDCL.	No Change

Queries/ Request for Additional Information: RFQ – DBFOO, RFP – DBFOO & PSA – DBFOO ("Bid Documents") for Long Term Procurement of 1600 MW Power

2.	4.3	4.3 Damages for delay by the Supplier In the event that (i) the Supplier does not procure fulfilment or waiver of any or all of the Conditions Precedent set forth in Clause 4.1.3 within the period specified in that Clause, and (ii) the delay has not occurred as a result of failure to fulfil the obligations under Clause 4.1.2 or other breach of this Agreement by the Utility or due to Force Majeure, the Supplier shall pay to the Utility Damages in an amount calculated at the rate of 0.3% (zero point three per cent) of the Performance Security for each day's delay until the fulfilment of such Conditions Precedent, subject to a maximum amount equal to the Bid Security, and upon reaching such maximum, the Utility may, in its sole discretion and subject to the provisions of Clause 9.2, terminate the Agreement. Provided that in the event of delay	4.3 Damages for delay by the Supplier In the event that (i) the Supplier does not procure fulfilment or waiver of any or all of the Conditions Precedent set forth in Clause 4.1.3 within the period specified in that Clause, and (ii) the delay has not occurred as a result of failure to fulfil the obligations under Clause 4.1.2 or other breach of this Agreement by the Utility or due to Force Majeure, the Supplier shall pay to the Utility Damages in an amount calculated at the rate of ~~0.3%~~ **0.1%** (zero point ~~three~~ **one** per cent) of the Performance Security for each day's delay until the fulfilment of such Conditions Precedent, subject to a maximum amount equal to the Bid Security, and upon reaching such maximum, the Utility may, in its sole discretion and subject to the provisions of Clause 9.2, terminate the Agreement. Provided that in the event of delay by the Utility in procuring fulfilment of the Conditions Precedent specified in Clause 4.1.2, no Damages shall be due or payable by the Supplier under this Clause 4.3 until the date on which the Utility shall have procured fulfilment of the Conditions Precedent specified	The clause is suitably modified to ensure the damages in case of delay by Supplier are symmetrical with that applicable to Utility. The same has also been incorporated in the latest DBFOO bid of APDCL.	No Change

Queries/ Request for Additional Information: RFQ – DBFOO, RFP – DBFOO & PSA – DBFOO ("Bid Documents") for Long Term Procurement of 1600 MW Power

3.	5.8	5.8 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. For avoidance of doubt, it is clarified that the Tariff quoted should be inclusive of all Taxes, duties, cesses etc. as applicable on Bid Due Date and any variation in the same after the Bid Due Date shall be subject to adjustment, in accordance with the provision of Change in Law.	5.8 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. **Provided, however, that all payments made by the Supplier with respect to Goods and Service Tax (GST) or electricity duty, levied on or in respect of the supply of electricity to the Utility, including that levied on the auxiliary consumption, under this Agreement shall be reimbursed by the Utility upon receipt of particulars thereof**. For avoidance of doubt, it is clarified that the Tariff quoted should be inclusive of all Taxes, duties, cesses etc. as applicable on Bid Due Date and any variation in the same after the Bid Due Date shall be subject to adjustment, in accordance with the provision of Change in Law.	The clause is suitably modified to (i) reflect applicable taxes/ duties as on date and (ii) eliminate the ambiguity with respect to tax / duty levied on auxiliary consumption of electricity.	No Change

Queries/ Request for Additional Information: RFQ – DBFOO, RFP – DBFOO & PSA – DBFOO ("Bid Documents") for Long Term Procurement of 1600 MW Power

4.	11.2.1	11.2.1 The Supplier shall complete construction of the Power Station as specified in Schedule-B, and in conformity with the Specifications and Standards set forth in Schedule-C. The [42 (forty two) months and 48 (forty eight) months from the Appointed Date shall be the scheduled date for completion of Unit-1 and Unit-2 of the Power Station respectively (the "Scheduled Completion Date"). The Power Station shall consist of 2 (two) units of 800 MW each and the Supplier agrees and undertakes that construction of the Power Station shall be completed on or before the Scheduled Completion Date.	11.2.1 The Supplier shall complete construction of the Power Station as specified in Schedule-B, and in conformity with the Specifications and Standards set forth in Schedule-C. The [~~42 (forty two)~~ **60 (Sixty)** months and ~~48~~ ~~(forty eight)~~ **66 (Sixty six)** months from the Appointed Date shall be the scheduled date for completion of Unit-1 and Unit-2 of the Power Station respectively (the "Scheduled Completion Date"). The Power Station shall consist of 2 (two) units of 800 MW each and the Supplier agrees and undertakes that construction of the Power Station shall be completed on or before the Scheduled Completion Date.	The clause is suitably modified to: (i) Revise the timelines for completion of Unit#1 & Unit #2 of the Power Station aligning the same with the RFQ clause 1.1.1.	No Change

Queries/ Request for Additional Information: RFQ – DBFOO, RFP – DBFOO & PSA – DBFOO ("Bid Documents") for Long Term Procurement of 1600 MW Power

5.	11.2.2	11.2.2 In the event that the Supplier fails to achieve COD within a period of 180 (one hundred and eighty) days from the Scheduled Completion Date, unless such failure has occurred due to Force Majeure or for reasons attributable to the Utility, it shall pay Damages to the Utility in a sum calculated at the rate of 0.2% (zero point two per cent) of the amount of Performance Security for delay of each day for the period beyond 180 (one hundred and eighty) days from the Scheduled Completion Date provided that in the event the Supplier agrees and undertakes to supply from an alternate source for the period beyond 180 (one hundred and eighty) days, the whole or part of the entitlement of the Utility from electricity that would have been produced from Contracted Capacity during the period between the Scheduled Completion Date and COD, …….	11.2.2 In the event that the Supplier fails to achieve COD within a period of ~~180 (one hundred and eighty)~~ **270 (Two Hundred and Seventy)** days from the Scheduled Completion Date, unless such failure has occurred due to Force Majeure or for reasons attributable to the Utility, it shall pay Damages to the Utility in a sum calculated at the rate of ~~0.2%~~ **0.1% (zero point ~~two~~ one per cent)** of the amount of Performance Security for delay of each day for the period beyond ~~180 (one hundred and eighty)~~ **270 (Two Hundred and Seventy)** days from the Scheduled Completion Date provided that in the event the Supplier agrees and undertakes to supply from an alternate source for the period beyond ~~180 (one hundred and eighty)~~ **270 (Two Hundred and Seventy)** days, the whole or part of the entitlement of the Utility from electricity that would have been produced from Contracted Capacity during the period between the Scheduled Completion Date and COD, …….	This tender requires the Supplier to develop a new power station which involves many statutory clearances and licenses to be obtained. This may sometimes cause unexpected delay. Hence it is requested to grant more buffer period. We request the said buffer period may increase from 90 days to 270 days. It is also requested to decrease the penalty from 0.2% to 0.1% in line with Model Bidding Documents published by the MoP since this would impact the risk factor in the tariff and the bidder would need to factorize it in its tariff offered during the Bidding, leading to higher Tariff discovery.	No change

Queries/ Request for Additional Information: RFQ – DBFOO, RFP – DBFOO & PSA – DBFOO ("Bid Documents") for Long Term Procurement of 1600 MW Power

6.	13.2.2	13.2.2 Tests in respect of Station Heat Rate shall be deemed to be successful only if the Tests establish that the Station Heat Rate is equal to or lower than the rate specified in the Specifications and Standards. Provided, however, that in the event the Tests establish that the actual Station Heat Rate exceeds the specified Station Heat Rate by upto 2% (two per cent) thereof, the Tests shall be deemed to be successful as if the Power Station has achieved the specified Station Heat Rate.	13.2.2 Tests in respect of Station Heat Rate shall be deemed to be successful only if the Tests establish that the Station Heat Rate is equal to or lower than the rate specified in the Specifications and Standards. Provided, however, that in the event the Tests establish that the actual Station Heat Rate exceeds the specified Station Heat Rate by upto ~~2%~~ **4.5%** (**four point five** ~~two~~ per cent)18 thereof, the Tests shall be deemed to be successful as if the Power Station has achieved the specified Station Heat Rate.	The clause is modified as per CERC (Terms and Conditions of Tariff) Regulations Dated 15th March, 2024 Chapter 12 – Clause 70 (C) (b).	No change.

Queries/ Request for Additional Information: RFQ – DBFOO, RFP – DBFOO & PSA – DBFOO ("Bid Documents") for Long Term Procurement of 1600 MW Power

7.	13.5.2	13.5.2 Upon completion of all Incomplete Works, the Supplier shall issue the Completion Certificate. Failure of the Supplier to complete all the Incomplete Works within the time set forth in Clause 13.5.1 for any reason, other than conditions constituting Force Majeure or for reasons solely attributable to the Utility, shall entitle the Utility to terminate this Agreement.	13.5.2 Upon completion of all Incomplete Works, the Supplier shall issue the Completion Certificate. ~~Failure of the Supplier to complete all the Incomplete Works within the time set forth in Clause 13.5.1 for any reason, other than conditions constituting Force Majeure or for reasons solely attributable to the Utility, shall entitle the Utility to terminate this Agreement.~~	Incomplete works may be minor and have no bearing on the Supply of power to the Utility. Hence there is no reason for Utility to terminate the Agreement as long as power is being supplied to it. Hence kindly remove termination proviso from the said clause.	No change

Queries/ Request for Additional Information: RFQ – DBFOO, RFP – DBFOO & PSA – DBFOO ("Bid Documents") for Long Term Procurement of 1600 MW Power

8.	14.1.1	14.1.1 The Power Station or any Unit thereof, as the case may be, shall be deemed to be complete when the Completion Certificate or the Provisional Certificate, as the case may be, is issued under the provisions of Article 13. The commercial operation date of the Power Station or any Unit, as the case may be, shall be the date on which the Power Station or such Unit is deemed fit for generating electricity and supplying it to the Grid upon issuance of such Completion Certificate or the Provisional Certificate (the "COD"). The Power Station or any Unit thereof shall enter into commercial service on COD whereupon the Supplier shall be entitled to demand and collect the Tariff in accordance with the provisions of Article 21. For the avoidance of doubt, the Parties expressly agree that if the Power Station or any Unit thereof, as the case may be is ready	14.1.1 The Power Station or any Unit thereof, as the case may be, shall be deemed to be complete when the Completion Certificate or the Provisional Certificate, as the case may be, is issued under the provisions of Article 13. The commercial operation date of the Power Station or any Unit, as the case may be, shall be the date on which the Power Station or such Unit is deemed fit for generating electricity and supplying it to the Grid upon issuance of such Completion Certificate or the Provisional Certificate (the "COD"). The Power Station or any Unit thereof shall enter into commercial service on COD whereupon the Supplier shall be entitled to demand and collect the Tariff in accordance with the provisions of Article 21. For the avoidance of doubt, the Parties expressly agree that if the Power Station or any Unit thereof, as the case may be is ready for COD and Supplier has given due notice to the Utility but COD is delayed reason attributable to the Utility except due to Force Majeure, the Utility shall pay to the Supplier from the Scheduled Completion Date or the date notified by Supplier for COD, whichever is later, an amount equal to ~~**15% (fifteen per cent) of**~~ the Fixed Charge based on Normative Availability as Damages. However in case COD is delay due to non-availability of transmission system from the Delivery Point except due to Force Majeure, Utility shall pay to the Supplier from the Scheduled Completion Date or the date notified by Supplier for COD, whichever is later, an amount equal to 100% (Hundred per cent) of the Fixed Charge based on Normative	The clause is suitably modified to allow recovery of fixed charges to Supplier in event of delay in COD for reasons attributable to Utility. The suggested change has also been incorporated by the M.P. Power Management Co. Ltd. Under its latest DBFOO bid conducted in 2019-20.	Accepted as under: The Power Station or any Unit thereof, as the case may be, shall be deemed to be complete when the Completion Certificate or the Provisional Certificate, as the case may be, is issued under the provisions of Article 13. The commercial operation date of the Power Station or any Unit, as the case may be, shall be the date on which the Power Station or such Unit is deemed fit for generating electricity and supplying it to the Grid upon issuance of such Completion Certificate or the Provisional Certificate (the "**COD**"). The Power Station or any Unit thereof shall enter into commercial service on COD whereupon the Supplier shall be entitled to demand and collect the Tariff in accordance with the provisions of Article 21. For the avoidance of doubt, the Parties

Queries/ Request for Additional Information: RFQ – DBFOO, RFP – DBFOO & PSA – DBFOO ("Bid Documents") for Long Term Procurement of 1600 MW Power

9.	14.2	14.2 Subject to the provisions of Clause 11.2, if COD does not occur prior to the 61st (sixty first) day after the Scheduled Completion Date, unless the delay is on account of reasons attributable to the Utility or due to Force Majeure, the Supplier shall pay Damages to the Utility in a sum calculated at the rate of 0.5% (zero point five per cent) of the amount of Performance Security for delay of each day until COD is achieved.	Omitted	The clause is deleted as penalty for delay in achieving COD is already covered under clause 11.2.2 of this agreement.	No change

Queries/ Request for Additional Information: RFQ – DBFOO, RFP – DBFOO & PSA – DBFOO ("Bid Documents") for Long Term Procurement of 1600 MW Power

10.	15.7.2	15.7.2 Upon receiving the permission pursuant to Clause 15.7.1, the Supplier shall be entitled to shut down or de-commission the designated Unit for the period specified therein, and in the event of any delay in re-commissioning such Unit, the Supplier shall pay Damages to the Utility calculated at the rate of 2% (two per cent) of the Average Daily Fixed Charge for each day of delay until the Unit has been re-commissioned for generation.	Omitted	Kindly delete the penalty provision since penalty on supplier will already be imposed by way of reduced Availability.	No change

Queries/ Request for Additional Information: RFQ – DBFOO, RFP – DBFOO & PSA – DBFOO ("Bid Documents") for Long Term Procurement of 1600 MW Power

11.	15.9	15.9 In the event that the Supplier fails to repair or rectify any defect or deficiency which causes reduction in Availability, it shall be deemed to be in breach of this Agreement and the Utility shall be entitled to recover Damages, to be calculated and paid for each day of delay until the breach is cured, 2% (two per cent) of the Average Daily Fixed Charge or such smaller sum as the Utility may, in its discretion determine upon prompt compliance of its obligations by the Supplier. Recovery of such Damages shall be without prejudice to the rights of the Utility under this Agreement, including the right of Termination thereof.	Omitted	The clause is deleted to avoid double penalty on the Supplier over and above the reduction in fixed charges in case the Supplier fails to maintain Normative Availability due to maintenance obligations.	No change.

Queries/ Request for Additional Information: RFQ – DBFOO, RFP – DBFOO & PSA – DBFOO ("Bid Documents") for Long Term Procurement of 1600 MW Power

12.	18.5		**Request to add** 18.5.4 In the event the Utility, does not schedule 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 using FSA coal. Provided that in such cases, Utility shall not be entitled to recall full or part of its un requisitioned capacity. Provided further that if the Supplier is able to sell the un requisitioned power, sharing of gain from such sale of such power shall be as per applicable rules issued by the Ministry of Power.	Further, a new clause is inserted to govern the sale of unutilised capacity in a manner that allows both the Supplier and the Utility to mitigate risks associated with underutilization of capacity by enabling the Supplier to sell un requisitioned power, thereby reducing financial impact and optimizing operational efficiency. **(FSA coal to be used for unutilised capacity aligned with LPS rules)**	No change.

Queries/ Request for Additional Information: RFQ – DBFOO, RFP – DBFOO & PSA – DBFOO ("Bid Documents") for Long Term Procurement of 1600 MW Power

13.	**18.6 Substitute Supply**	18.6 In the event the Availability of the Power Station is reduced on account of Scheduled Maintenance, Unscheduled Maintenance or Force Majeure, the Supplier may, with prior consent of the Utility, which consent the Utility may deny in its sole discretion or convey acceptance with such conditions as it may deem fit, supply electricity from any alternative source, including Merchant Capacity, if any, provided such supply shall be at the discovered tariff under the bidding process as specified in the PSA or at a tariff rate lower than the same, which shall have been agreed between parties for such supply of power and such supply shall, be deemed to be supply under and in accordance with the provisions of this Agreement.	18.6 In the event the Availability of the Power Station is reduced on account of Scheduled Maintenance, Unscheduled Maintenance or Force Majeure **or any other reason**, the Supplier may, with prior consent of the Utility, which consent the Utility may deny in its sole discretion or convey acceptance with such conditions as it may deem fit, supply electricity from any alternative source, including Merchant Capacity, if any, provided such supply shall be at the discovered tariff under the bidding process as specified in the PSA or at a tariff rate lower than the same, which shall have been agreed between parties for such supply of power and such supply shall, be deemed to be supply under and in accordance with the provisions of this Agreement. **Provided that in case such consent is denied by the Utility, the Utility shall be liable for payment of Fixed Charge to the Supplier in proportion to the Substitute Supply made available by the Supplier.**	Additionally, the inclusion of "or any other reason" broadens the scope of events under which the Supplier can take action in response to any reductions in availability. This modification enhances operational resilience, mitigates risks, and provides greater clarity and flexibility for managing power station operations within the contractual framework. This clause has been proposed to ensure that the Supplier is entitled to the Fixed Charges if upon fulfillment of its obligations by providing substitute power supply even if the Utility denies the consent. The same has also been incorporated in the latest DBFOO bid conducted by UPPCL.	No change.

Queries/ Request for Additional Information: RFQ – DBFOO, RFP – DBFOO & PSA – DBFOO ("Bid Documents") for Long Term Procurement of 1600 MW Power

14.	**20.1 Financial Close**	20.1.1 The Supplier hereby agrees and undertakes that it shall achieve Financial Close within 180 (one hundred and eighty) days (extendable for a further period of 180 days) from the date of this Agreement and in the event of delay, it shall make payment of Damages to the Utility in a sum calculated at the rate of 0.05% (zero point zero five per cent) of the Performance Security for each day of delay; provided that the Damages specified herein shall be payable every week in advance and the period beyond the said 180 (one hundred and eighty) days (or further extended period) shall be granted only to the extent of Damages so paid; provided further that no Damages shall be payable if such delay in Financial Close has occurred as a result of any default or delay by the Utility in procuring satisfaction of the Conditions Precedent specified in Clause 4.1.2	20.1.1 The Supplier hereby agrees and undertakes that it shall achieve Financial Close within **12 months** ~~180 (one hundred and eighty) days~~ (extendable for a further period of ~~180~~ **90** days) from the date of this Agreement and in the event of delay, it shall make payment of Damages to the Utility in a sum calculated at the rate of 0.05% (zero point zero five per cent) of the Performance Security for each day of delay; provided that the Damages specified herein shall be payable every week in advance and the period beyond the said **12 months** ~~180 (one hundred and eighty) days (or further extended period)~~ shall be granted only to the extent of Damages so paid; provided further that no Damages shall be payable if such delay in Financial Close has occurred as a result of any default or delay by the Utility in procuring satisfaction of the Conditions Precedent specified in Clause 4.1.2 or due to Force Majeure. For the avoidance of doubt, the Damages payable hereunder shall be in addition to the Damages, if any, due and payable under the provisions of Clause 4.3.	The clause is modified to align the timeline for financial close with the timeline for achieving Conditions Precedent as requested in clause 4.1.3.	Not Accepted

Queries/ Request for Additional Information: RFQ – DBFOO, RFP – DBFOO & PSA – DBFOO ("Bid Documents") for Long Term Procurement of 1600 MW Power

15.	21.2.1	21.2.1 The Parties agree that the fixed charge shall, in accordance with the offer of the Supplier for the Base Year, be Rs. .... (Rupees ...) per kWh, to which the amount, if any, determined in accordance with the provisions of Clauses 21.2.2 or 21.2.3, as the case may be, shall be added or deducted, as the case may be, and the sum thereof (the "**Initial Fixed Charge**") shall be revised annually in accordance with the provisions of Clause 21.2.4 to determine the base fixed charge for the relevant Accounting Year (the "**Base Fixed Charge**").	21.2.1 The Parties agree that the fixed charge shall, in accordance with the offer of the Supplier for the Base Year, be Rs. _____ per kWh, ~~to which the amount, if any, determined in accordance with the provisions of Clauses 21.2.2 or 21.2.3, as the case may be, shall be added or deducted, as the case may be, and the sum thereof~~ (the "Initial Fixed Charge") shall be revised annually in accordance with the provisions of Clause 21.2.4 to determine the base fixed charge for the relevant Accounting Year (the "Base Fixed Charge").	The clause is suitably modified in line with deletion of Clauses 21.2.2 and 21.2.3.	No change

Queries/ Request for Additional Information: RFQ – DBFOO, RFP – DBFOO & PSA – DBFOO ("Bid Documents") for Long Term Procurement of 1600 MW Power

16.	21.2.2	21.2.2 In the event the Completion Certificate specifies a Station Heat Rate that is lower than the Station Heat Rate specified in Schedule-C, the Initial Fixed Charge shall be increased such that for every improvement of 1% (one per cent) as compared to the Station Heat Rate specified in Schedule-C, the amount specified in Clause 21.2.1 shall be increased by 1.5% (one point five per cent) thereof. Provided, however, that in case the source of Fuel is situated within 100 (one hundred) kilometres of the Power Station, such increase shall be restricted to 1% (one per cent) or the purpose of calculation of SHR improvement percentage, any improvement in fraction of 1 % shall be ignored. For illustration, an improvement of 1.55% in SHR shall	Omitted	The clause is deleted in line with deletion of Clause 21.2.3.	No change.

Queries/ Request for Additional Information: RFQ – DBFOO, RFP – DBFOO & PSA – DBFOO ("Bid Documents") for Long Term Procurement of 1600 MW Power

17.	21.2.3	21.2.3 In the event the actual Station Heat Rate is higher than the Station Heat Rate specified in the Completion Certificate the Initial Fixed Charge shall be decreased such that for every increase of 1% (one per cent) as compared to the Station Heat Rate specified in Schedule-C, the amount specified in Clause 21.2.1 shall be decreased by 2% (two per cent) thereof. Provided, however, that in case the source of Fuel is situated within 100 (one hundred) kilometres of the Power Station, such decrease shall be restricted to 1.5% (one point five per cent) and if the Fuel is procured from overseas or from the open domestic market, such decrease shall be the lower of, (a) 3% (three per cent) for every reduction of 1% (one per cent) in SHR; and (b) actual costs.	Omitted	The clause is deleted to avoid double penalty on the Supplier in the form of adjustment of Fixed Charges due to SHR as the Supplier is already impacted by under recovery in fuel charges due to higher consumption of fuel on account of higher SHR.	No change

Queries/ Request for Additional Information: RFQ – DBFOO, RFP – DBFOO & PSA – DBFOO ("Bid Documents") for Long Term Procurement of 1600 MW Power

18.	21.2.4	21.2.4 The Initial Fixed Charge shall be deemed to be the Base Fixed Charge for the Accounting Year in which COD occurs, and for each subsequent Accounting Year, the applicable Base Fixed Charge shall be determined by decreasing the Base Fixed Charge for the immediately preceding Accounting Year by [2% (two per cent)] thereof. For the avoidance of doubt and by way of illustration, the Base Fixed Charge for the first Accounting Year in which COD occurs shall be the Initial Fixed Charge, and for the second and third Accounting Years subsequent to the Accounting Year in which COD occurs, shall be a sum equal to [98% (ninety eight per cent) and 96.04% (ninety six point zero four per cent)] respectively of the Initial Fixed Charge.	21.2.4 The Initial Fixed Charge shall be deemed to be the Base Fixed Charge for the Accounting Year in which COD occurs, and for each subsequent Accounting Year, the applicable Base Fixed Charge shall be determined by decreasing the Base Fixed Charge for the immediately preceding Accounting Year by [~~2~~ **1%** (~~two~~ **one** per cent)] thereof. For the avoidance of doubt and by way of illustration, the Base Fixed Charge for the first Accounting Year in which COD occurs shall be the Initial Fixed Charge, and for the second and third Accounting Years subsequent to the Accounting Year in which COD occurs, shall be a sum equal to [~~98~~ 99% (ninety ~~eight~~ nine per cent) and ~~96.04~~ 98.01% (ninety ~~eight~~ point zero ~~four~~ one per cent)] respectively of the Initial Fixed Charge.	The clause is modified to stipulate the rate of reduction of the Base Fixed Charge as 1% as the Model Bid Document (Footnote 25) provides for fixing any rate between 1% and 3%. A lower reduction rate in fixed charge enables bidders to quote lower tariff in the first year with same project economics.	No change. The proposed deviation is neither in the interest of the Utility nor the end consumers.

Queries/ Request for Additional Information: RFQ – DBFOO, RFP – DBFOO & PSA – DBFOO ("Bid Documents") for Long Term Procurement of 1600 MW Power

19.	21.3	21.3 The Base Fixed Charge determined for each Accounting Year in accordance with the provisions of Clause 21.2 shall be revised annually to reflect 30% (thirty 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 (the "**Indexed Fixed Charge**"). For the avoidance of doubt and by way of illustration, if (a) the Bid Date occurs in February 2015; (b) COD occurs in May 2019; and (c) WPI increases by 20% (twenty per cent) between January 31, 2015 and January 31, 2019, the Indexed Fixed Charge for the Accounting Year commencing from April 1, 2019 shall be 106% (one hundred and six per cent) of the Base Fixed Charge for that Accounting Year.	21.3 The Base Fixed Charge determined for each Accounting Year in accordance with the provisions of Clause 21.2 shall be revised annually to reflect 100 ~~30~~% (~~thirty~~ hundred 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 (the "Indexed Fixed Charge"). For the avoidance of doubt and by way of illustration, if (a) the Bid Date occurs in February 2015; (b) ~~COD~~ Scheduled Supply Commencement Date occurs in May 2019; and (c) WPI increases by 20% (twenty per cent) between January 31, 2015 and January 31, 2019, the Indexed Fixed Charge for the Accounting Year commencing from April 1, 2019 shall be ~~106~~ 120% (one hundred and ~~six~~ twenty per cent) of the Base Fixed Charge for that Accounting Year.	The clause is suitably modified to link the indexation rate for the fixed charge to 100% of the Wholesale Price Index (WPI), thereby ensuring comprehensive protection against inflation. indexation rate at 30% of the WPI could lead to an increase in the fixed charge to compensate for the under recovery of actual increase in costs vis – a vis- fixed charge adjustment under tariff.	No change

Queries/ Request for Additional Information: RFQ – DBFOO, RFP – DBFOO & PSA – DBFOO ("Bid Documents") for Long Term Procurement of 1600 MW Power

20.	21.4.2	21.4.2 Upon occurrence of a shortfall in the Minimum Fuel Stock, Availability shall be deemed to be reduced in accordance with the provisions of Clause 21.5.2 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 70% (seventy per cent) of the Non-Availability hereunder. For the avoidance of doubt, the Parties expressly agree that if Fuel Shortage is caused by an action or omission attributable to the Supplier, it shall not be reckoned for the purposes of computing Availability hereunder. By way of illustration, the Parties agree that in the event the Non-Availability arising on account of shortfall in supply of Fuel is determined to be 50% (fifty per cent), the Supplier shall, with respect to the Non- Availability arising on account thereof in accordance with the provisions of Clause 21.5.2, be entitled to a Fixed Charge as if the Availability is equivalent to 70% (seventy per cent) of such Non-Availability. For the avoidance of doubt, the Parties agree that the Supplier shall not be liable to pay the Damages specified in Clause 21.6.2 if	21.4.2 Upon occurrence of a shortfall in the Minimum Fuel Stock, Availability shall be deemed to be reduced in accordance with the provisions of Clause 21.5.2 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 ~~70%~~ **100%** (~~seventy~~ **hundred** per cent) of the Non-Availability hereunder. For the avoidance of doubt, the Parties expressly agree that if Fuel Shortage is caused by an action or omission attributable to the Supplier, it shall not be reckoned for the purposes of computing Availability hereunder. By way of illustration, the Parties agree that in the event the Non-Availability arising on account of shortfall in supply of Fuel is determined to be 50% (fifty per cent), the Supplier shall, with respect to the Non-Availability arising on account thereof in accordance with the provisions of Clause 21.5.2, be entitled to a Fixed Charge as if the Availability is equivalent to ~~70%~~ **100%** (~~seventy~~ **hundred** per cent) of such Non-Availability. For the avoidance of doubt, the Parties agree that the Supplier shall	Availability should not be linked with Fuel stock level unless the shortfall is due to supplier's default. Supplier should get 100% availability benefit when fuel stock is beyond its control. In the event of nonsupply/ short supply of coal from Coal India, Supplier should be allowed to source coal from alternate sources to meet its Availability as per the PPA. In case utility objects to alternate coal, 100% of fixed charges to be paid. Deficiency in Coal Supply is beyond the reasonable control of Supplier. This would prevent the Suppliers from factoring in such unforeseen events into the tariff.	No change

Queries/ Request for Additional Information: RFQ – DBFOO, RFP – DBFOO & PSA – DBFOO ("Bid Documents") for Long Term Procurement of 1600 MW Power

21.	21.9.2	21.9.2 The Tariff and Incentives payable by the Utility under this Article 21 shall be exclusive of Service Tax, Electricity Duty, Value Added Tax, Goods & Services Tax or General Sales Tax, Custom Duty on Fuel or any replacement thereof, if applicable, and any Service Tax, Electricity Duty, Value Added Tax or General Sales Tax and Custom Duty on fuel thereon shall be paid by the Supplier and reimbursed by the Utility upon submission of necessary particulars by the Supplier.	21.9.2 The Tariff and Incentives payable by the Utility under this Article 21 shall be exclusive of ~~Service Tax~~, Electricity Duty, ~~Value Added Tax~~, Goods & Services Tax ~~or General Sales Tax~~, Custom Duty on Fuel or any replacement thereof, if applicable, and any Service Tax, Electricity Duty, **including that levied on the auxiliary consumption, GST**, ~~Value Added Tax or General Sales Tax~~ and Custom Duty on fuel thereon shall be paid by the Supplier and reimbursed by the Utility upon submission of necessary particulars by the Supplier.	Modified to provide clarity. The clause is suitably modified to (i) reflect applicable taxes/ duties as on date and (ii) eliminate the ambiguity with respect to tax / duty levied on auxiliary consumption of electricity.	No change

Queries/ Request for Additional Information: RFQ – DBFOO, RFP – DBFOO & PSA – DBFOO ("Bid Documents") for Long Term Procurement of 1600 MW Power

22.	21.10.1	21.10.1 Commencing from the month following the month in which COD occurs, the Supplier shall, upon issuance of Regional Energy Account (REA) / State Energy Account (SEA) certifying the availability and energy scheduled for 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 Fuel Charge to be paid by the Utility to the Supplier in respect of the immediately preceding month in accordance with the provisions of this Agreement. The Supplier may raise the Monthly Invoice through email (during office hours of Utility) / courier / hand delivery. In case, the Monthly Invoice is raised through email, it shall be ensured that the original hard copy of the Monthly Invoice is received by the Utility within 5 Business Days from the date of Monthly Invoice raised. In case of non-receipt of original Monthly Invoice as per above timelines, the date of receipt of the Monthly Invoice shall stand revised to the actual date of receipt of original Monthly Invoice by the Utility. In case of	**Request to add with this clause:** **The Supplier shall raise monthly invoices along with relevant documents to the Utility's designated office and the same shall be uploaded on PRAAPTI Portal.**	The clause is modified to incorporate the requirement to upload invoices on PRAAPTI Portal as per MoP.	No change

Queries/ Request for Additional Information: RFQ – DBFOO, RFP – DBFOO & PSA – DBFOO ("Bid Documents") for Long Term Procurement of 1600 MW Power

23.	21.12.1	21.11.2 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 interest for the period of delay shall be due and payable at the rate specified in Clause 38.4.	21.11.2 If any amount **related to Monthly invoice or Supplementary invoice** 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 interest for the period of delay shall be due and payable at the rate specified in Clause 38.4.	The clause is modified to make more clarity for Supplementary Invoice.	No change
24.	21.11.3		**Additional Clause proposed** 21.11.3 Provided that the Disputed Amounts for this purpose would be the dues as per invoices updated by the Supplier on the PRAAPTI Portal, which are not stayed by the competent court or tribunal or dispute resolution agency as designated under this Agreement.	The clause is modified to incorporate the payment mechanism followed by Utilities and generation stations through PRAAPTI Portal. The same has also incorporated in the latest DBFOO bids conducted by WBSEDCL.	Not Acceptable

Queries/ Request for Additional Information: RFQ – DBFOO, RFP – DBFOO & PSA – DBFOO ("Bid Documents") for Long Term Procurement of 1600 MW Power

25.	22.1.1	22.1.1 The heat energy input, in kCal, required for generation and supply of 1 (one) kWh of electricity at the Point of Grid Connection, after accounting for auxiliary consumption and transmission losses upto the Point of Grid Connection, if any, as determined by Tests and specified in the Provisional Certificate or Completion Certificate, as the case may be, shall be the net station heat rate of the Power Station (the "**Station Heat Rate**" or "**SHR**"). Provided that the SHR shall be adjusted from time to time in accordance with the provisions of Clause 24.4, to account for any reduction in Despatch. Provided further that the aforesaid SHR shall be deemed to be increased by 0.15% (zero point one five per cent) per annum on each successive anniversary of COD of Power Station and the number so arrived at shall be the applicable SHR for that year. For the avoidance of doubt and by way of illustration, the Parties expressly agree that if Tests determine that the Station Heat Rate at the Point of Grid Connection is say 2,300 kCal per kWh27, it shall be assumed that such Station Heat Rate has been derived after accounting for auxiliary consumption and losses upto the Point of Grid Connection, if any transmission losses.	22.1.1 The heat energy input, in kCal, required for generation and supply of 1 (one) kWh of electricity at the Point of Grid Connection, after accounting for auxiliary consumption and transmission losses upto the Point of Grid Connection, if any, as determined by Tests and specified in the Provisional Certificate or Completion Certificate, as the case may be, shall be the net station heat rate of the Power Station (the "Station Heat Rate" or "SHR"). Provided that the SHR shall be adjusted from time to time in accordance with the provisions of Clause 24.4, to account for any reduction in Despatch. Provided further that the aforesaid SHR shall be deemed to be increased by ~~0.15%~~ **0.5%** (zero point ~~one~~ five per cent) per annum on each successive anniversary of COD of Power Station and the number so arrived at shall be the applicable SHR for that year. For the avoidance of doubt and by way of illustration, the Parties expressly agree that if Tests determine that the Station Heat Rate at the Point of Grid Connection is say ~~2,300~~ **2,375** kCal per kWh, it shall be	Degradation of 0.15% in SHR is on lower side as per applicable norms. Several plants of 800 MW unit size have SHR significantly higher than the net heat rate of 2300 kcal/kWh. Hence it is kindly requested to increase the required Net SHR to 2,375 kCal/kWh. Further, the actual/approved Net SHR of newly constructed 800 MW units of central and state gencos is quite high, as shown below: NTPC Kudgi (3 x 800 MW) CERC has approved Gross SHR of 2210.66 kCal/kWh and Aux of 5.75%, translating to Net SHR of 2345.528 kCal/kWh (Tariff Order dated 08.01.2020). Wanakbori U-8 (800MW) GERC has approved Gross SHR of 2248 kCal/kWh and Aux of 5.25%, translating to Net SHR of 2372.559 (Tariff Order dated 31.03.2023). Thus, it is seen that the Net SHR for 800 MW units in operation is in the range of over 2,340 kCal /kWh to over 2,375s kCal/kWh. Regarding increase in SHR degradation allowance	1) Degradation in SHR above 0.15 % is not accepted. 2) Changes as requested for considering Net SHR as 2375 Kcal/KWh is accepted.

Queries/ Request for Additional Information: RFQ – DBFOO, RFP – DBFOO & PSA – DBFOO ("Bid Documents") for Long Term Procurement of 1600 MW Power

41	22.4.3	22.4.3 The Fuel procured under the FSA shall be utilised by the Supplier for production of electricity to be supplied to the Utility as part of the Contracted Capacity and only for the sale of unutilized capacity to Buyer(s), if any, subject to the provisions of Clause 22.6.	22.4.3 The Fuel procured under the FSA shall be utilised by the Supplier **as per the Revised SHAKTI policy (2025).** ~~for production of electricity to be supplied to the Utility as part of the Contracted Capacity and only for the sale of the unutilized capacity to Buyers, if any, subject to the provisions of Clause 22.6.~~	The clause is modified as per Revised SHAKTI Policy (2025) which provides for utilisation of linkage coal for generating power from un-requestioned surplus capacity (for the sale in power markets).	No change
43	22.6.1	22.6.1 Upon the Supplier meeting its obligations for and in respect of the supply of electricity to the Utility as part of the Contracted Capacity, or if Utility is not able to schedule any part of the Contracted Capacity, it may generate electricity from Allocated Coal for sale thereof to Buyers subject to payment of Revenue Share to the Utility, in an amount equal to the higher of, (a) Fixed Charge and (b) 30% (thirty per cent) of the gross sale revenue accrued from Buyers for each kWh of electricity sold to any Buyer.	22.6.1 Upon the Supplier meeting its obligations for and in respect of the supply of electricity to the Utility as part of the Contracted Capacity, or if Utility is not able to schedule any part of the Contracted Capacity, it may generate electricity from Allocated Coal for sale thereof to Buyers subject to payment of Revenue Share to the Utility, in ~~an amount equal to the higher of, (a) Fixed Charge and (b) 30% (thirty per cent) of the gross sale revenue accrued from Buyers for each kWh of electricity sold to any Buyer.~~ accordance with LPS Rules 2022 and its amendments thereof.	The clause is modified to align with the LPS Rules 2022.	No change

Queries/ Request for Additional Information: RFQ – DBFOO, RFP – DBFOO & PSA – DBFOO ("Bid Documents") for Long Term Procurement of 1600 MW Power

44	22.8.1	22.8.1 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 supply of Fuel, and/or delays in transportation thereof, for reasons beyond the control of the Supplier (the "**Fuel Shortage**"), the Supplier shall, as soon as practicable but in any event no later than 7 (seven) days from the date when it anticipated the Fuel Shortage, notify the Utility of the nature, extent and period of Fuel Shortage and the reasons thereof.	22.8.1 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 supply of Fuel, and/or delays in transportation thereof, **and/ or due to GCV loss calculated based on As Received Basis**, ~~for~~ **or any other** reasons beyond the control of the Supplier (the "**Fuel Shortage**")…….	The clause is modified to provide a clearer and more comprehensive framework for addressing fuel-related challenges, ensuring that any factors beyond the Supplier's control that could lead to a shortfall in electricity production are adequately covered under the definition of "Fuel Shortage"	No change.

Queries/ Request for Additional Information: RFQ – DBFOO, RFP – DBFOO & PSA – DBFOO ("Bid Documents") for Long Term Procurement of 1600 MW Power

45	22.8.2	22.8.2 In the event of any Fuel Shortage hereunder, the Fixed Charge payable for and in respect of any Non-Availability arising as a result thereof shall be equal to 70% (seventy per cent) of the Fixed Charge computed in accordance with the provisions of Clause 21.4.2. By way of illustration, the Parties agree that in the event the Non-Availability arising on account of shortfall in supply of Fuel is determined to be 50% (fifty per cent), the Supplier shall, with respect to the Non- Availability arising on account thereof in accordance with the provisions of Clause 21.5.2, be entitled to a Fixed Charge as if the Availability is equivalent to 70% (seventy per cent) of such Non Availability. For the avoidance of doubt, the Parties agree that the Supplier shall not be liable to pay the Damages specified in Clause 21.6.2 if Non-Availability shall arise.	22.8.2 In the event of any Fuel Shortage hereunder, the Fixed Charge payable for and in respect of any Non-Availability arising as a result thereof shall be equal to ~~70%~~ **100%** (~~seventy~~ **hundred** per cent) of the Fixed Charge computed in accordance with the provisions of Clause 21.4.2. By way of illustration, the Parties agree that in the event the Non-Availability arising on account of shortfall in supply of Fuel is determined to be 50% (fifty per cent), the Supplier shall, with respect to the Non- Availability arising on account thereof in accordance with the provisions of Clause 21.5.2, be entitled to a Fixed Charge as if the Availability is equivalent to ~~70%~~ **100%** (~~seventy~~ **hundred** per cent) of such Non Availability. For the avoidance of doubt, the Parties agree that the Supplier shall not be liable to pay the Damages specified in Clause 21.6.2 if Non-Availability shall arise.	Since the Coal Linkage is allocated to the Utility under SHAKTI policy, therefore, the Supplier is not responsible for any fuel shortage and hence supplier is entitled to get 100% of fixed charge.	No change

Queries/ Request for Additional Information: RFQ – DBFOO, RFP – DBFOO & PSA – DBFOO ("Bid Documents") for Long Term Procurement of 1600 MW Power

46	22.9.1	22.9.1 In the event of Fuel Shortage, the Supplier shall make best efforts to identify, as soon as may be possible, additional source(s) of fuel supply and transportation to meet such Fuel Shortage (the "**Additional Fuel Supply Arrangement**" or "**AFSA**"). The Supplier shall notify the Utility of the details of the Landed Fuel Cost under the AFSA and provide such other information as the Utility may require, for demonstrating that the AFSA is based on competitive terms available for supply and transportation of such Fuel. The Supplier shall, with the concurrence of the Utility submit the AFSA for review and approval of the Appropriate Commission.	22.9.1 In the event of Fuel Shortage **or as may be directed by Utility**, the Supplier shall make best efforts to identify, as soon as may be possible, additional source(s) of fuel supply and transportation to meet such Fuel Shortage (the "Additional Fuel Supply Arrangement" or "AFSA"). The Supplier shall notify the Utility of the details of the Landed Fuel Cost under the AFSA and provide such other information as the Utility may require, for demonstrating that the AFSA is based on best prices available for supply and transportation of such fuel. The Supplier shall~~, with the concurrence of the Utility~~ submit the **Energy Charge under** AFSA for review and ~~approval of the Appropriate Commission~~ **concurrence of the Utility. Thereafter, the Utility shall, if the increase in Energy Charge under the AFSA exceeds 30% of Fuel Charge for the previous year or exceeds 20% of Fuel Charge for the previous month; whichever is lower shall be considered, submit for review and approval of the Appropriate Commission**	The clause is modified to avoid the requirement to approach the Regulatory Commission in the event the Energy Charge under AFSA is within a threshold limit linked to the Fuel Charge under the PSA. The same under the latest DBFOO bid conducted by PCKL (Karnataka).	No change

Queries/ Request for Additional Information: RFQ – DBFOO, RFP – DBFOO & PSA – DBFOO ("Bid Documents") for Long Term Procurement of 1600 MW Power

47	22.9.2	22.9.2 The Supplier shall procure Fuel under the AFSA only with prior approval of the Utility, which approval the Utility may deny in its sole discretion. Provided, however, that if the Utility approves part supply of Fuel under the Additional Fuel Supply Arrangement, it shall, in consultation with the Supplier, approve such additional costs as may be applicable for purchase of Fuel in comparatively smaller quantities and such costs shall be considered as part of the Landed Fuel Cost in determining the Fuel Charges.	Omitted	The clause is deleted in line with changes suggested in Clause 22.9.1	No change

Queries/ Request for Additional Information: RFQ – DBFOO, RFP – DBFOO & PSA – DBFOO ("Bid Documents") for Long Term Procurement of 1600 MW Power

48	22.10.2	22.10.2 In the event the Supplier fails to procure Fuel under an AFSA, the Fixed Charge payable for and in respect of any Non-Availability as a result thereof shall be equal to 70% (seventy percent) of the Fixed Charge. In case, such AFSA is not approved in full or part by the Utility or the Commission, as the case may be, the Fixed Charge payable for and in respect of any Non-Availability as a result thereof shall be equal to 70% (seventy per cent) of the Fixed Charge computed in accordance with the provisions of Clause 21.4.2.	22.10.2 In the event the Supplier fails to procure Fuel under an AFSA, the Fixed Charge payable for and in respect of any Non-Availability as a result thereof shall be equal to 70% (seventy percent) of the Fixed Charge. In case, such AFSA is not approved in full or part by the Utility or the Commission, as the case may be, the Fixed Charge payable for and in respect of any Non-Availability as a result thereof shall be equal to ~~70%~~ **100%** (~~seventy~~ **hundred** per cent) of the Fixed Charge computed in accordance with the provisions of Clause 21.4.2.	The clause is modified to prevent under recovery in fixed charges based on Fuel Shortage that is beyond the control of the Supplier	Accepted. Provision maybe read as under, "In the event the Supplier fails to procure Fuel under an AFSA, the Fixed Charge payable for and in respect of any Non-Availability as a result thereof shall be equal to 70% (seventy percent) of the Fixed Charge. In case, such AFSA is not approved in full or part by the Utility or the Commission, as the case may be, the Fixed Charge payable for and in respect of any Non-Availability as a result thereof shall be equal to 100% (one hundred per cent) of the Fixed Charge computed in accordance with the provisions of Clause 21.4.2."

Queries/ Request for Additional Information: RFQ – DBFOO, RFP – DBFOO & PSA – DBFOO ("Bid Documents") for Long Term Procurement of 1600 MW Power

49	24.2.2	Subject to the provisions of the Applicable Laws, the Utility shall have the first right to Despatch, in the form of Deviation, any surplus electricity generated from the entitlement of the Utility in the Contracted Capacity by utilising the Fuel procured under Clause 22.4, and 90% (ninety per cent) of the revenues accruing from such Charges for Deviation , after deducting an amount equal to the Tariff payable for such electricity, shall be paid by the Supplier to the credit of the Utility and the balance remaining may be appropriated by the Supplier.	Omitted	The clause is deleted as the power cannot be scheduled under DSM as per prevailing CERC / Grid Code norms	No change

Queries/ Request for Additional Information: RFQ – DBFOO, RFP – DBFOO & PSA – DBFOO ("Bid Documents") for Long Term Procurement of 1600 MW Power

50	24.2.3	Subject to the provisions of Clause 24.2.2, the Supplier may, in addition to the scheduling under Clause 24.1, supply electricity produced from the unutilised Contracted Capacity specified in Clause 18.5, and in such an event the Fixed Charge due and payable by the Utility to the Supplier for and in respect of the Contracted Capacity utilised hereunder shall be deemed to be waived and shall not be payable by the Utility. Provided further that in the event the Supplier uses the Fuel procured under and in accordance with the provisions of Clause 22.4, it shall also pay the cost of Fuel and the Revenue Share specified therein.	24.2.3 ~~Subject to the provisions of Clause 24.2.2, the~~ Supplier may, in addition to the scheduling under Clause 24.1, supply electricity produced from the unutilised Contracted Capacity specified in Clause 18.5, and in such an event the Fixed Charge due and payable by the Utility to the Supplier for and in respect of the Contracted Capacity utilised hereunder shall be deemed to be waived and shall not be payable by the Utility. Provided further that in the event the Supplier uses the Fuel procured under and in accordance with the provisions of Clause 22.4, it shall also pay the cost of Fuel and the Revenue Share specified therein.	The clause is modified in line with deletion of Clause 24.2.2	No change
51	31.2.1	(c) the Utility repudiates this Agreement or otherwise takes any action that amounts to or manifests an irrevocable intention not to be bound by this Agreement.	Omitted	The clause is deleted as this is a redundant. The same is part of the draft amendments proposed in the Mode Bidding Documents dated 15.04.2025	No change

Queries/ Request for Additional Information: RFQ – DBFOO, RFP – DBFOO & PSA – DBFOO ("Bid Documents") for Long Term Procurement of 1600 MW Power

52	31.3.1	31.3.1 Upon Termination on account of a Supplier Default, the Supplier shall pay to the Utility, by way of Termination Payment, an amount equal to the Fixed Charge that would have been due and payable for Normative Availability for a period of 1 (one) year as if the Power Station had operated for such 1 (one) year from the date of Termination.	31.3.1 Upon Termination on account of a Supplier Default, the Supplier shall pay to the Utility, by way of Termination Payment, an amount equal to the Fixed Charge that would have been due and payable for Normative Availability for a period of 1 (one) year **or balance term of PSA whichever is less** as if the Power Station had operated for such 1 (one) year **or balance term of PSA whichever is less** from the date of Termination.	The clause is modified to more comprehensiveness.	No change

Queries/ Request for Additional Information: RFQ – DBFOO, RFP – DBFOO & PSA – DBFOO ("Bid Documents") for Long Term Procurement of 1600 MW Power

53	31.3.2	31.3.2 Upon Termination on account of a Utility Default, the Utility shall pay to the Supplier, by way of Termination Payment, an amount equal to the Fixed Charge that would have been due and payable for Normative Availability for a period of 6 (six) months as if the Power Station had operated for such 6 (six) months from the date of Termination.	31.3.2 Upon Termination on account of a Utility Default, the Utility shall pay to the Supplier, by way of Termination Payment, an amount equal to the Fixed Charge that would have been due and payable for Normative Availability for a period of ~~6 (six) months~~ **1 (one) year or balance term of PSA whichever is less** as if the Power Station had operated for such ~~6 (six) months~~ **1 (one) year or balance term of PSA whichever is less** from the date of Termination.	The clauses is suitably modified to provide for equitable treatment of the Supplier and the Utility in case of termination. The same is part of the draft amendments proposed in the Mode Bidding Documents dated 15.04.2025	No change

Queries/ Request for Additional Information: RFQ – DBFOO, RFP – DBFOO & PSA – DBFOO ("Bid Documents") for Long Term Procurement of 1600 MW Power

54	31.3.4	31.3.4 Termination Payment shall be due and payable within 15 (fifteen) days of a demand being made with the necessary particulars, and in the event of any delay, the defaulting Party shall pay interest at a rate equal to 3% (three per cent) above the Bank Rate on the amount of Termination Payment remaining unpaid; provided that such delay shall not exceed 90 (ninety) days. For the avoidance of doubt, it is expressly agreed that Termination Payment shall constitute full discharge by the Utility of its payment obligations in respect thereof hereunder.	31.3.4 Termination Payment shall be due and payable within 15 (fifteen) days of a demand being made with the necessary particulars, and in the event of any delay, the defaulting Party shall pay interest ~~at a rate equal to 3% (three per cent) above the Bank Rate on the~~ as per provisions of LPS Rules amount of Termination Payment remaining unpaid; provided that such delay shall not exceed 90 (ninety) days. For the avoidance of doubt, it is expressly agreed that Termination Payment shall constitute full discharge by the Utility of its payment obligations in respect thereof hereunder.	The clause is modified to align with LPS Rules.	No change

Queries/ Request for Additional Information: RFQ – DBFOO, RFP – DBFOO & PSA – DBFOO ("Bid Documents") for Long Term Procurement of 1600 MW Power

56	ARTICLE 39 DEFINITIONS 39.1		"CIL Notified Price" shall mean Basic Price notified by CIL and its subsidiaries time to time for each grade of coal excluding all applicable statutory taxes and duties, cess etc. "Entitlement of the Utility in the Contracted Capacity", shall means100% of Contracted capacity of total installed capacity "GST" is known as the Goods and Services Tax. It is an indirect tax which has replaced many indirect taxes in India such as the excise duty, VAT, services tax, etc. The Goods and Service Tax Act came into effect on 1st July 2017. "Letter of Assurance" obtained by the Supplier, dated [**] issued by [**] the CIL (Coal India Limited) ("Coal Supplier") in the name of the Supplier for the supply of ___ Million Tones (MT) per annum of __ grade coal on linkage basis for the entire Term of this Agreement.	Additional Definitions are added to align with changes suggested in the document.	No change

Queries/ Request for Additional Information: RFQ – DBFOO, RFP – DBFOO & PSA – DBFOO ("Bid Documents") for Long Term Procurement of 1600 MW Power

57	ARTICLE 39 DEFINITIONS 39.1		"Change in Law" shall have the meaning **as defined in the Change in Law Rules, 2021 and subsequent amendments thereof.**	The clause is modified in line with CIL 2021 and subsequent amendments thereof.	No change
58	SCHEDULE –E PROJECT COMPLETION SCHEDULE			The Schedule is requested to be suitably modified in line with the Clause 1.1.1 of RFQ DBFOO.	No change

Note: Kindly note that the changes accepted by the utility are subject to approval by the Hon'ble Commission.

Queries/Request for Additional Information on Bidding Documents for 1600 MW Project Torrent Power

Note: Suggested additions in the text of the Clause is in Underline and suggested deletion is strike-off

<table>
<tr><th>#</th><th>Cl No.</th><th>Existing Provision</th><th>Modification or Clarification sought</th><th>Rationale for suggested changes/ clarification</th><th>Remark</th></tr>
<tr><td colspan="5">Document: RFQ</td><td></td></tr>
<tr><td>1.</td><td>1.1.1</td><td>Brief particulars of the Project are as follows:
<table>
<tr><td>Installed Capacity Required (in MW)</td><td>Contracted Capacity at Point of Grid Connection (in MW)</td><td>Period when supply must commence</td></tr>
<tr><td colspan="3">In case Bidder offers full capacity</td></tr>
<tr><td>1600 (2 X 800 MW)</td><td>1516</td><td>Unit 1: 42 (forty-two) months from Appointed Date
Unit 2: 48 (forth eight) months from Appointed Date</td></tr>
<tr><td colspan="3">In case Bidder offers 50% i.e. 800 MW capacity</td></tr>
<tr><td>800 (1 X 800 MW)</td><td>758</td><td>Unit 1: 42 (forty-two) months from Appointed Date</td></tr>
</table>
.</td><td>Period when supply must commence:

Unit 1: 60 months from Appointed Date
Unit 2: 66 months from Appointed Date

And for 50% Capacity;

Unit 1: 66 months from Appointed Date

Contracted Capacity at Point of Grid Connection

For 1600 MW – 1508 MW
For 800 MW – 754 MW</td><td>Currently, BHEL and L&T are the only companies in India, and their manufacturing capacities are fully committed for next 5-6 years. Therefore, SCOD should be revised from 42 months to 60 months from Appointed Date for Unit-1 and six months thereafter for subsequent units.

Further, request to increase in auxiliary power consumption (APC) from 5.25% to 5.75% as APC of 5.25% is restricting only Natural Draft Colling Tower (NDCT) and as per CERC Tariff Regulation for IDCT additional 0.5% is allowed.</td><td>No change

No change.</td></tr>
<tr><td>2.</td><td>1.3 (Schedule of Bidding Process)</td><td>Bid Due Date – 3rd November 2025</td><td>We suggest conducting two stage bidding process for submission of bids i.e. RFQ and RFP Stage separately.</td><td>In the Schedule of Bidding Process, submission of RFQ and RFP are on the same date. As per the Model Bid Document for long term power procurement published by MoP (“MBD”), the bidding process is two stage process i.e., first a qualification (RFQ) stage and thereafter the price bid (RFP) submission.</td><td>Qualification stage will not be there as mentioned in SBD. Procedure starts from Bid stage i.e. Technical bid will be opened on bid due date & the technically qualified bidders will be intimated & financial bid</td></tr>
</table>

#	Cl No.	Existing Provision	Modification or Clarification sought	Rationale for suggested changes/ clarification	Remark
				The two-stage process will provide sufficient time to bidders to evaluate the project in detail and submit competitive tariff. Two stage bidding is being followed by all States like, MP, West Bengal, UP in their recent bids.	will be opened for technically qualified bidders. Intimation of E-reverse auction will be provided.
3.	Appendix I Annexure IV	Certificate from the Statutory Auditor regarding PPP projects And Certificate from the Statutory Auditor/ Client regarding construction works	Kindly allow to submit these certificates issued by a practising Chartered Accountant.	Issuance of certificates from the Statutory Auditor is very lengthy and tedious process. Kindly allow to submit certificates issued by a practising Chartered Accountant.	Accepted.

Document: RFP (Thermal)					
1.	1.1.1	**Period when supply must commence:** Unit 1: 42 (forty-two) months from Appointed Date Unit 2: 48 (forty-eight) months from Appointed Date	**Period when supply must commence:** Unit 1: 60 months from Appointed Date Unit 2: 66 months from Appointed Date	Same as suggestion given for Clause 1.1.1 of the RFQ	No change.
2.	3.3.2 (d)	During the e-Reverse Auction Stage, the utility may mention ceiling price below which bidders have to quote Tariff. The Bidders will have the option of reducing the Tariff quoted by them at e-Tender Stage in their Bids in decrements of 1 (one) paisa or multiples thereof. For avoidance of doubt it is clarified that, reduction of tariff during E-reverse auction stage will be through reduction in only the Total tariff compling clause 3.5.2 of RFP.	Kindly remove Ceiling price concept or at least provide Ceiling price before Bid Submission.	The idea of a ceiling tariff contradicts with the principles of Tariff Based Competitive Bidding. Even, MSEDCL still wanted Ceiling Tariff concept then the same should be provided before Bid Submission so that the bidder can decide whether to submit bid at the tariff lower or equal to Ceiling Tariff.	Not accepted. Specification of the ceiling price lies within the discretion of the utility
3.	3.5.2 (a)	3.5 Bid Parameter ……..The Bid for the Project shall, therefore, comprise the Fixed Charge and Fuel Charge, which shall be specified separately, and the Bidder seeking the lowest Tariff shall be the Selected Bidder. The Base Fixed Charge shall not be more than 70% of the Tariff and the Base Fuel Charge shall not be more than 50% of the Tariff.	**Modify the clause as follows:** ……..The Bid for the Project shall, therefore, comprise the Fixed Charge and Fuel Charge, which shall be specified separately, and the Bidder seeking the lowest Tariff shall be the Selected Bidder. The Base Fixed Charge shall not be more than ~~70%~~ **75%** of the Tariff and the Base Fuel Charge shall not be more than 50% of the Tariff.	As per current conditions, the Base Fixed Charge shall not be more than 70% of the Tariff. We request to increase this to 75%. In case a bidder bids from a pit head location (which is favourable for MSEDCL also), Fuel Charge would be around 1.50 Rs/kWh. At Fuel Charge of 1.50 Rs/kwh, the maximum Fixed Charge of 3.50 Rs./kWh can be quoted. Considering the current project cost, this Fixed Charge would not be viable. Fixed Charge discovered in recent tenders of Bihar and MP are above 4 Rs./kWh. MPPMCL has also changed this condition in its recently concluded tender.	Accepted.
4.	**Appendix I** – Letter comprising bid	34. I/ We hereby submit the following Bid and offer, as on the Bid Due Date, in accordance with the provisions of the Power	1. Pleas provide details of coal allocated to the state under SHAKTI B(iv) policy. (Notified price / mines / GCV etc.)	For better understanding of bid parameters, kindly provide clarification on the requested points.	1.Details of allocated coal linkage Attached as

		Supply Agreement and Clause 3.5 of this RFP-DBFOO- A Tariff of Rs. … and paise……[$] (Rupees ….and paise ….) per kWh comprising a) Fixed Charge of Rs. …. and paise …. [$] (Rupees …. and paise.…)$ per kWh c) Fuel Charge of …… …… (d) Rs. .... and paise …. [$] (Rupees .... and paise ….) per kWh on Taxes/Duties/CESS/etc. (Loading of individual parameters) I/ We hereby submit that……..The notified price as per Letter of Assurance /FSA is Rs. per MT and GCV of _____ kCal/Kg. The ex-mine cost of coal for the above coal linkage allocation as intimated by Utility vide communication dated _____is Rs. ____` / MT. I/we have considered the freight payable to Indian Railways for coal transportation (inclusive of taxes) as Rs ….tonne. The distance considered for transportation of coal from mines to plant locations has been taken as …. kms. ……	2. Kindly provide detailed break up of mine wise Ex-mine cost of coal along with detailed break up of Notified Price of coal and all applicable taxes / duties / cess / any other charges. Also provide the format for submission of cost breakup along with the bid. 3. Kindly provide what all taxes are to be considered on Freight payable to Indian railways. The coal may be allocated from basket of mines and hence all parameter to be quoted should be on weighted average basis. Also we request that the Bidder should be required to quote detailed break up of all taxes and duties applicable on Ex-mine coal cost and transportation of coal.	In the current tender issued by MSEDCL, the coal is allocated under Para B(iv) of the SHAKTI Policy. Therefore, the Ex-mine cost of the coal shall be same for all bidders. Thus, the Utility should specify the detailed break up of coal cost as requested and GCV to be considered. The detailed break up of taxes and duties will help to clearly determine the impact of Change in Law in future due to changes in applicable taxes and duties and to avoid conflict between both the Parties.	annexure-1. 2. Utility will provide format of Fuel charge showing cost of coal and various applicable taxes/duties/cess etc. Addendum will be issued separately. 3.It is expected that the distance of transportation of coal from the nearest railway siding of mine to the nearest railway siding of plant inclusive of Road transportation if any, should be quoted by the bidder and all applicable taxes as on bid due date shall be considered. The details of calculation should be furnished by bidder based on the details of coal linkages provided by the Utility.

5.	**Appendix I** – Letter comprising bid	33. I/ We hereby submit the following Bid and offer……. ……. ……. The Bid Format is as under: Bid Parameters **(1) Fixed Charge for the Base Year** **(2) Fuel Charge** (a) Cost of fuel (b) Cost of transportation (c) Cost of washing (d) Cost of Taxes/ duties/ cess etc.	The coal may be allocated from basket of mines and hence all parameter to be quoted should be on weighted average basis.	In case of allocation from multiple mines, the weighted average price should be considered as quantum of coal from all mines shall be different.	In present bidding process, only single mine is allocated. Hence, weighted average fuel charge is not applicable.

Document: PSA 1600 MW Thermal					
1.	**4.1.3**	The Conditions Precedent required to be satisfied by the Supplier within a period of 180 (one hundred and eighty) days months from the date of this Agreement shall be deemed to have been fulfilled when the Supplier shall have:	The Conditions Precedent required to be satisfied by the Supplier within a period of ~~180 (one hundred and eighty) days~~ 12 (twelve) months from the date of this Agreement shall be deemed to have been fulfilled when the Supplier shall have:	We request to increase the time period for fulfilment of all the Conditions Precedent e.g. Financial Closure of the 1600 MW project will require substantial time as it may involve multiple lenders for financing.	No change.
2.	**4.3**	**Damages for delay by the Supplier** In the event that (i) the Supplier does not procure fulfilment or waiver of any or all of the Conditions Precedent …….. the Supplier shall pay to the Utility Damages in an amount calculated at the rate of 0.3% (zero point three per cent) of the Performance Security for each day's delay until the fulfilment of such Conditions Precedent, subject to a maximum amount equal to the Bid Security, ……	We request that the damages for delay by the Supplier should be 0.1% of the Performance Security. Also, in case the Supplier shall achieve COD of the Power Station on or before SCOD as per the PSA, the damages paid by the Supplier should be refunded to the Supplier. Kindly modify the clause accordingly.	Damages at the rate of 0.3% of the Performance Security for each day of delay is on high side. We request you keep the equal damages for both the parties I,e, the Utility and the Supplier. Further, the final objective of the Utility is to avail power supply before the SCOD under the PSA. Hence, if the Supplier take longer time than envisaged under the PSA to fulfil its CP, but it commissions the plant before SCOD, then the ultimate objective of the Utility is achieved and no penalty should be imposed on the Supplier.	No change.
3.	**4.5**	**Deemed Termination upon delay** Without prejudice to the provisions of Clauses 4.2 and 4.3, and subject to the provisions of Clause 9.2, the Parties expressly agree that in the event the Appointed Date does not occur, for any reason whatsoever, before the 1st (first) anniversary of the date	Without prejudice to the provisions of Clauses 4.2 and 4.3, and subject to the provisions of Clause 9.2, the Parties expressly agree that in the event the Appointed Date does not occur, for any reason whatsoever, before the ~~1st (first)~~ **2nd (second)** anniversary of the date of this Agreement or the extended period provided in accordance with this Agreement, all rights, privileges,	As we have requested to allow 15 months (9 months + 6 months) time for fulfilment of CPs, accordingly, requested to allow time till 2nd anniversary of agreement for deemed termination. Kindly modify the clause as mentioned.	No change.

		of this Agreement or the extended period provided in accordance with this Agreement, all rights, privileges, claims and entitlements of the Supplier under or arising out of this Agreement shall be deemed to have been waived by, and to have ceased with the concurrence of the Supplier, and the Power Supply Agreement shall be deemed to have been terminated by mutual agreement of the Parties. Provided, however, that in the event the delay in occurrence of the Appointed Date is for reasons attributable to the Supplier, the Performance Security of the Supplier shall be encashed and appropriated by the Utility as Damages thereof.	claims and entitlements of the Supplier under or arising out of this Agreement shall be deemed to have been waived by, and to have ceased with the concurrence of the Supplier, and the Power Supply Agreement shall be deemed to have been terminated by mutual agreement of the Parties. Provided, however, that in the event the delay in occurrence of the Appointed Date is for reasons attributable to the Supplier, the Performance Security of the Supplier shall be encashed and appropriated by the Utility as Damages thereof.		
4.	**5.1.4**	**Obligations of the Supplier:** The Supplier shall install, operate and maintain the Power Station in accordance with the Specifications and Standards and the Maintenance Requirements such that the Availability of the Contracted Capacity of the Power Station is at least 85% (eighty five per cent) thereof during each year of the Operation Period (the "Normative Availability").	Modify the clause as follows: The Supplier shall install, 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)~~ **90% (ninety per cent)** thereof during each year of the Operation Period (the "Normative Availability"). Relevant clauses (21.4.4, 21.4.5 &	Kindly revise Normative Availability from 85% to 90%. Normative Availability of 85% will result in discovery of higher Fixed Charge. In Model Bid Document (MBD) published by MoP, Normative Availability is 90%.	No change

			21.6) in PSA to be changed as mentioned as above.		
5.	**Article 6**	New clause to be incorporated as 6.1.2 (f)	The Utility shall ensure that the transmission system beyond the Delivery Point is available at all times, failing which full Availability and Fixed Charge shall be ensured to the Supplier.	As per the agreement, Utility is responsible for evacuation of power beyond the Delivery point, therefore this clause is required to be incorporated as the Obligation of the Utility.	The request is not accepted. Once power is delivered at the Maharashtra STU Delivery Point, responsibility for downstream utilisation rests entirely with the Utility. The Supplier's entitlement is limited to delivery at the agreed Delivery Point, and no additional assurance on transmission system availability beyond this point is warranted. Inclusion of the proposed clause would create obligations outside the scope of the PSA and is therefore not permissible.
6.	**9.1**	**Performance Security** Supplier shall, for the performance of its obligations hereunder, provide to the Utility no later than 60 (sixty) days from the date of this Agreement, an irrevocable and unconditional guarantee from a Bank for a sum equivalent to Rs. *** crore (Rupees *** crore)	Request to keep the Performance Security (PS) amount as Rs. 5 Lakhs per MW of Contracted capacity. i.e., 1516 (MW) * 5 (Lakhs) = Rs. 75.80 Cr.	PS amount is not mentioned and request to keep the PS amount as Rs 5 Lakhs per MW of Contracted Capacity and in order to maximise the participation in the tender.	To be calculated @ Rs. 30,00,000 (Rs. thirty lakh) per MW of Contracted Capacity if Contracted Capacity is more than 500 MW and less than 1000 MW and Rs. 20,00,000 (Rs. twenty lakh) per MW of Contracted Capacity if Contracted Capacity is more than 1000 MW.
7.	**11.2.1**	**Construction of Power Station** Unit-1: 42 months from Appointed Date Unit-2: 48 months from Appointed Date	Construction of Power Station should be modified as under: Unit 1: ~~42~~ 60 months from Appointed Date Unit 2: ~~48~~ 66 months from Appointed Date Or (in case of single Unit) Unit 1: ~~42~~ 66 months from Appointed Date	Same rationale as per the suggestion given for Clause 1.1.1 of the RFQ	No change.
8.	**11.2.2**	In the event that the Supplier fails to achieve COD within a period of 180 (one hundred eighty) days from the	**Kindly revise the provisions as under:** In the event that the Supplier fails to achieve COD within a period of ~~180~~	Since the bid is for development of a new power station, it is requested to increase the buffer time period from 180 days to 365 days. It is	No change. Additional time period is already given as against mentioned in SBD for SCOD.

		Scheduled Completion Date, unless such failure has occurred due to Force Majeure or for reasons attributable to the Utility, it shall pay Damages to the Utility in a sum calculated at the rate of 0.2% (zero point two per cent) of the amount of Performance Security for delay of each day for the period beyond 180 (one hundred eighty) days from the Scheduled Completion Date provided that; in the event the Supplier agrees and undertakes to supply from an alternate source for the period beyond 180 (one hundred eighty) days, the whole or part of the entitlement of the Utility from electricity that would have been produced from Contracted Capacity during the period between the Scheduled Completion Date and COD, and on the terms specified in this Agreement, the Damages payable under this Clause 11.2.2 shall be reduced in the same proportion that such supply shall bear to the Contracted Capacity.	~~(one hundred eighty)~~ 365 (three hundred and sixty five) days from the Scheduled Completion Date, unless such failure has occurred due to Force Majeure or for reasons attributable to the Utility, it shall pay Damages to the Utility in a sum calculated at the rate of ~~0.2% (zero point two per cent)~~ 0.1% (zero point one per cent) of the amount of Performance Security for delay of each day for the period beyond ~~180 (one hundred eighty)~~ 365 (Three hundred and sixty five) days from the Scheduled Completion Date provided that; in the event the Supplier agrees and undertakes to supply from an alternate source for the period beyond ~~180 (one hundred eighty)~~ 365 (Three hundred and sixty five) days, the whole or part of the entitlement of the Utility from electricity that would have been produced from Contracted Capacity during the period between the Scheduled Completion Date and COD, and on the terms specified in this Agreement, the Damages payable under this Clause 11.2.2 shall be reduced in the same proportion that such supply shall bear to the Contracted Capacity.	also requested to decrease the penalty from 0.2% to 0.1% since this would lead to additional burden on the Supplier and will need to be factored in into the tariff, leading to higher price discovery.	
9.	**14.1.1**	For the avoidance of doubt, the Parties expressly agree that if the Power Station is substantially completed but COD is delayed for reasons	Kindly modify the clause as under: For the avoidance of doubt, the Parties expressly agree that if the Power Station is substantially completed but COD is delayed for	If the Power Station is ready to commission and COD is delayed due to reasons attributable to the Utility, then there is no fault of the Supplier, and it should be entitled	Accepted as under: The Power Station or any Unit thereof, as the case may be, shall be deemed to be complete

		attributable to the Utility, 15% (fifteen per cent) of the Fixed Charge shall be due and payable hereunder as if COD has occurred for the Power Station or any Unit thereof, as the case may be, in addition to the extension of Concession Period under and in accordance with the provisions of this Agreement. The Parties further agree that for determination of Tariff under Article 21, COD of the first Unit shall be deemed to be the COD of the Power Station.	reasons attributable to the Utility, ~~15% (fifteen per cent)~~ 100% (one hundred per cent) of the Fixed Charge shall be due and payable hereunder as if COD has occurred for the Power Station or any Unit thereof, as the case may be, in addition to the extension of Concession Period under and in accordance with the provisions of this Agreement. The Parties further agree that for determination of Tariff under Article 21, COD of the ~~first~~ **both** Unit shall be deemed to be the COD of the Power Station.	to get 100% of the Fixed Charges. The Supplier should not be penalised due to delay/fault of Utility.	when the Completion Certificate or the Provisional Certificate, as the case may be, is issued under the provisions of Article 13. The commercial operation date of the Power Station or any Unit, as the case may be, shall be the date on which the Power Station or such Unit is deemed fit for generating electricity and supplying it to the Grid upon issuance of such Completion Certificate or the Provisional Certificate (the "**COD**"). The Power Station or any Unit thereof shall enter into commercial service on COD whereupon the Supplier shall be entitled to demand and collect the Tariff in accordance with the provisions of Article 21. For the avoidance of doubt, the Parties expressly agree that if the Power Station or any Unit thereof, as the case may be, is ready for COD and Supplier has given due notice to the Utility but COD is delayed due to non-availability of transmission system from the Delivery Point or due to any other reason attributable to the Utility, the Utility shall pay to the Supplier from the Scheduled Completion Date or the date notified by the Supplier for COD, whichever is later, an amount equal to 100% (hundred percent) of the Fixed Charges based on Normative Availability as Damages for a period till the time transmission system is made available.
10.	**14.2**	Subject to the provisions of Clause 11.2, if COD does not occur prior to the 61st (sixty first) day after the Scheduled Completion Date, unless the delay is on account of reasons attributable to the Utility or due to Force Majeure, the Supplier shall pay Damages to	Request to delete this Clause	Kindly delete this clause, as the damages for delay in achieving COD is already mentioned in clause 11.2.2.	No change.

		the Utility in a sum calculated at the rate of 0.5% (zero point five per cent) of the amount of Performance Security for delay of each day until COD is achieved.			
11.	**15.2, 15.3 & 15.4**	**15.2 Maintenance Requirements** The Supplier shall procure that at all times during the Operation Period…… ….. **15.3 Maintenance Manual** 15.3.1 No later than 90 (ninety) days prior to the Scheduled Completion Date…… ….. 15.3.2 Without prejudice to the provision of Clause 15.3.1…… **15.4 Maintenance Programme** 15.4.1 On or before COD and no later than 45 (forty five) days prior to the beginning of each Accounting Year during the Operation Period……. …. 15.4.2 Any maintenance carried out by the Supplier as per the Maintenance Programme	Clauses 15.2 & 15.3 may kindly be deleted.	As there is no involvement of the Utility in O&M of the Plant and the Utility is liable to pay the Supplier on availability of the Power Station. Also the interest of the Utility for availability of power is also protected through Normative Availability of the Power Station. Hence request to delete these clauses.	No change.
12.	**15.9**	In the event that the Supplier fails to repair or rectify any defect or deficiency which causes reduction in	Request to delete this Clause	As per PSA, the Fixed charges will get reduced due to loss in availability, therefore any additional penalty should not be	No change.

		Availability, it shall be deemed to be in breach of this Agreement and the Utility shall be entitled to recover Damages, to be calculated and paid for each day of delay until the breach is cured, 2% (two per cent) of the Average Daily Fixed Charge or such smaller sum as the Utility may, in its discretion determine upon prompt compliance of its obligations by the Supplier. Recovery of such Damages shall be without prejudice to the rights of the Utility under this Agreement, including the right of Termination thereof.		imposed on the Supplier. Extra penalty provision will lead the Supplier to account the penalty in the tariff which will ultimately lead to higher tariff discovery under the bidding process.	
13.	**18.6**	**18.6.1 Substitute Supply** In the event the Availability of the Power Station is reduced on account of Scheduled Maintenance, Unscheduled Maintenance or Force Majeure, the Supplier may, with prior consent of the Utility, which consent the Utility may deny in its sole discretion or convey acceptance with such conditions as it may deem fit, supply electricity from any alternative source, including Merchant Capacity, if any, provided such supply shall be at the discovered tariff under the bidding process as specified in the PSA or at a	Kindly clarify the treatment of Availability and Fixed Charge in case Utility rejects alternative source. In such case, the Supplier should be entitled to receive full Fixed Charge and Availability, since it is willing to offer supply from alternate source at same tariff, but such supply is refused by Utility.	Supplier should be entitled to recover full fixed charge payment in case of refusal by Utility to accept alternate supply at the same or lower tariff under the PSA (if offered by the Supplier). It may be noted that the Supplier has fulfilled its obligation of making available contracted capacity to meet its supply requirements, but in case Utility is not accepting such supply even when there is no adverse financial implication on the Utility, the Supplier should not be penalised by way of loss of Fixed Charge.	No Change.

		tariff rate lower than the same, which shall have been agreed between parties for such supply of power and such supply shall be deemed to be supply under and in accordance with the provisions of this Agreement.			
14.	**20.1.1**	**Financial Close** The Supplier hereby agrees and undertakes that it shall achieve Financial Close within 180 (one hundred and eighty) days (extendable for a further period of 180 days) from the date of this Agreement and in the event of delay, it shall make payment of Damages to the Utility in a sum calculated at the rate of 0.05% (zero point zero five per cent) of the Performance Security for each day of delay; provided that the Damages specified herein shall be payable every week in advance and the period beyond the said 180 (one hundred and eighty) days (or further extended period) shall be granted only to the extent of Damages so paid; provided further that no Damages shall be payable if such delay in Financial Close has occurred as a result of any default or delay by the Utility in procuring satisfaction of the Conditions Precedent	The Supplier hereby agrees and undertakes that it shall achieve Financial Close within ~~180 (one hundred and eighty) days (extendable for a further period of 180 days)~~ **12 months** from the date of this Agreement and in the event of delay, it shall make payment of Damages to the Utility in a sum calculated at the rate of 0.05% (zero point zero five per cent) of the Performance Security for each day of delay; provided that the Damages specified herein shall be payable every week in advance and the period beyond the said ~~180(one hundred and eighty) days~~ **12 months** (or further extended period) shall be granted for a period not exceeding 180 (one hundred and eighty) days only to the extent of Damages so paid; provided further that no Damages shall be payable if such delay in Financial Close has occurred as a result of any default or delay by the Utility in procuring satisfaction of the Conditions Precedent specified in Clause 4.1.2 or due to Force Majeure. ~~For the avoidance of doubt, the Damages payable hereunder shall be in~~	Financial Closure of the 1600 MW project will require significant time as it may involve multiple lenders for financing. Therefore, we request you to increase the timeline for achievement of Financial Closure to 12 months, which will be in line with time to fulfil Conditions Precedents as requested in query for clause 4.1.3. Moreover, damages for delay are already defined in clause 4.3, therefore we request you to kindly delete the said penalty provision.	Not Accepted

		specified in Clause 4.1.2 or due to Force Majeure. For the avoidance of doubt, the Damages payable hereunder shall be in addition to the Damages, if any, due and payable under the provisions of Clause 4.3.	~~addition to the Damages, if any, due and payable under the provisions of Clause 4.3.~~		
15.	**21.2.4**	The Initial Fixed Charge shall be deemed to be the Base Fixed Charge for the Accounting Year in which COD occurs, and for each subsequent Accounting Year, the applicable Base Fixed Charge shall be determined by decreasing the Base Fixed Charge for the immediately preceding Accounting Year by 2% (two per cent) thereof. For the avoidance of doubt and by way of illustration, the Base Fixed Charge for the first Accounting Year in which COD occurs shall be the Initial Fixed Charge, and for the second and third Accounting Years subsequent to the Accounting Year in which COD occurs, shall be a sum equal to 98% (ninety eight per cent) and 96.04% (ninety six point zero four per cent) respectively of the Initial Fixed Charge**.**	The Initial Fixed Charge shall be deemed to be the Base Fixed Charge for the Accounting Year in which COD occurs, and for each subsequent Accounting Year, the applicable Base Fixed Charge shall be determined by decreasing the Base Fixed Charge for the immediately preceding Accounting Year by ~~2%~~ **1%** (~~two~~ one per cent) thereof. For the avoidance of doubt and by way of illustration, the Base Fixed Charge for the first Accounting Year in which COD occurs shall be the Initial Fixed Charge, and for the second and third Accounting Years subsequent to the Accounting Year in which COD occurs, shall be a sum equal to ~~98%~~ **99%** (ninety ~~eight~~ **nine** per cent) and ~~96.04%~~ **98.01%** (ninety ~~six point zero four~~ **eight point zero one** per cent) respectively of the Initial Fixed Charge**.** Relevant clause to be modified to align the changes requested.	As per tender conditions, the quoted Fixed Charge will be reduced by 2% on yearly basis after COD. However, as per MBD, the Utility may decide value of reduction in yearly Fixed Charge between 1% to 3%. Therefore, we request you to allow such reduction in Fixed Charge by 1%. MPPMCL in its latest tender has allowed 1% yearly reduction in Fixed Charge. This will help avoid front loading of tariff. Requested clarification will avoid disputes/litigations during operations period.	No change. The proposed deviation is neither in the interest of the Utility nor the end consumers.
16.	**21.4.2**	Upon occurrence of a shortfall in the Minimum Fuel Stock, Availability shall be deemed to be reduced in accordance	Upon occurrence of a shortfall in the Minimum Fuel Stock, Availability shall be deemed to be reduced in accordance with the provisions of	Availability of Fuel is not in control of Supplier and Coal India is responsible for providing the Fuel. Therefore, Supplier should be	No change.

		with the provisions of Clause 21.5.2 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 70% (seventy per cent) of the Non-Availability hereunder……	Clause 21.5.2 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 ~~70%~~ **100%** (~~seventy~~ **hundred** per cent) of the Non-Availability hereunder……	eligible for receiving 100% of Fixed Charge in case there is no fault on part of Supplier and there is reduced availability of Fuel due to less/reduced availability of Fuel from coal companies.	
17.	**21.5.3**	In the event that any shortfall in supply of electricity to the Utility occurs on account of any deficiency in transmission from the Point of Grid Connection, the Availability shall be deemed to be reduced to the extent of reduction in transmission of electricity, and the reduction referred to hereinabove shall be deemed as Non-Availability on account of deficiency in transmission. For the avoidance of doubt and by way of illustration, the Parties agree that if such deficiency in transmission is equal to 20% (twenty per cent) of the entitlement of the Utility in 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.	We request to delete this clause.	The Supplier cannot ensure Availability of the transmission line beyond the Point of Grid Connection. There is no fault of the Supplier in case power is not scheduled to the Utility because of non-availability of transmission system beyond the Point of Grid Connection. Hence the Supplier should not be penalised by reducing Availability and thereby reducing Fixed Charges payable due to fault of transmission agency.	No change.
18.	**22.1.1**	22.1.1 The heat energy input, in kCal, required for	22.1.1 The heat energy input, in kCal, required for generation and	Degradation of 0.15% in SHR is on lower side as per applicable norms.	Request for Degradation in SHR is not accepted.

		generation and supply of 1 (one) kWh of electricity at the Point of Grid Connection, after accounting for auxiliary consumption and transmission losses upto the Point of Grid Connection, if any, as determined by Tests and specified in the Provisional Certificate or Completion Certificate, as the case may be, shall be the net station heat rate of the Power Station (the "**Station Heat Rate**" or "**SHR**"). Provided that the SHR shall be adjusted from time to time in accordance with the provisions of Clause 24.4, to account for any reduction in Despatch. Provided further that the aforesaid SHR shall be deemed to be increased by 0.15% (zero point one five per cent) per annum on each successive anniversary of COD of Power Station and the number so arrived at shall be the applicable SHR for that year. For the avoidance of doubt and by way of illustration, the Parties expressly agree that if Tests determine that the Station Heat Rate at the Point of Grid Connection is say 2,300 kCal per kWh, it shall be assumed that such Station Heat Rate has been derived after	supply of 1 (one) kWh of electricity at the Point of Grid Connection, after accounting for auxiliary consumption and losses upto the Point of Grid Connection, if any, as determined by Tests and specified in the Provisional Certificate or Completion Certificate, as the case may be, shall be the net station heat rate of the Power Station (the "**Station Heat Rate**" or "**SHR**"). Provided that the SHR shall be adjusted from time to time in accordance with the provisions of Clause 24.4, to account for any reduction in Despatch. Provided further that the aforesaid SHR shall be deemed to be increased by ~~0.15%~~ 0.5% (zero point ~~one~~ five per cent) per annum on each successive anniversary of COD and the number so arrived at shall be the applicable SHR for that year. For the avoidance of doubt and by way of illustration, the Parties expressly agree that if Tests determine that the Station Heat Rate at the Point of Grid Connection is say ~~2,300~~ **2375** kCal per kWh, it shall be assumed that such Station Heat Rate has been derived after accounting for auxiliary consumption and losses upto the Point of Grid Connection, if any.	Several plants of 800 MW unit size have SHR significantly higher than the net heat rate of 2300 kcal/kWh. Hence it is kindly requested to increase the required Net SHR to 2,375 kCal/kWh. Further, in last concluded tender MSEDCL had allowed SHR of 2375 kCal/KWh	Changes as requested for considering Net SHR as 2375 Kcal/KWh is accepted.

		accounting for auxiliary consumption and losses upto the Point of Grid Connection, if any transmission losses.			
19.	**22.2.4**	22.2.4 The total cost of transportation of domestic Fuel, forming part of the Landed Fuel Cost, shall be the lower of, (a) 110% (one hundred and ten per cent) of the freight payable to the Indian Railways for transportation (applicable for full rake load) by rail and taxes and duties payable on such freight applicable during the relevant month reduced by the proportion which is the Freight considered by the Supplier at Clause 22.2.1 (A) bears with that specified at Clause 22.2.1 (C), and (b) the actual cost of transportation. In respect of transportation of Fuel by road, the cost of transportation of domestic fuel, forming part of the Landed Fuel Cost, shall be lower of (a) 110% (one hundred and ten per cent) of the Freight payable to the Indian Railways for transportation by rail for the distance slab corresponding to the actual road distance covered for such transportation plus taxes and duties applicable on such rail freight, and (b) the actual cost	The total cost of transportation of domestic Fuel, forming part of the Landed Fuel Cost, shall be the lower of, (a) 110% (one hundred and ten per cent) of the **Weighted Average** Freight payable to the Indian Railways for transportation (applicable for full rake load) by rail and taxes and duties payable on such freight applicable during the relevant month reduced by the proportion which ~~is~~ the **Weighted Average** Freight considered by the Supplier at Clause 22.2.1 (A) bears with that specified at Clause 22.2.1 (C), and (b) the actual cost of transportation. ~~In respect of transportation of Fuel by road, the cost of transportation of domestic fuel, forming part of the Landed Fuel Cost, shall be lower of (a) 110% (one hundred and ten per cent) of the Freight payable to the Indian Railways for transportation by rail for the distance slab corresponding to the actual road distance covered for such transportation plus taxes and duties applicable on such rail freight, and (b) the actual cost of transportation by road. For the avoidance of doubt, in case of transportation of Fuel through Rail cum Road (RCR) the distance slab corresponding to total distance covered (Rail and Road) shall be considered for the purpose of~~	Generally, coal is transported through a combination of rail and road mode. Current clause has provision for RCR mode. However, Supplier will not be able to recover the actual cost of transportation through road and Fuel cost should be pass through in line with the overall principle of MBD. MPPMCL and Assam have modified the clause in line with in their tender to allow the actual pass through of Fuel Cost to Supplier.	No change

		of transportation by road. For the avoidance of doubt, in case of transportation of Fuel through Rail cum Road (RCR) the distance slab corresponding to total distance covered (Rail and Road) shall be considered for the purpose of this Clause 22.2.4. It is further clarified that the Freight payable for transportation of Fuel under this Clause shall not include any penalties/damages for partial loading/over-loading and demurrage, payable by and attributable to the Supplier and shall not form part of cost of transportation.	~~this Clause 22.2.4. It is further clarified that the Freight payable for transportation of Fuel under this Clause shall not include any penalties/damages for partial loading/over-loading and demurrage, payable by and attributable to the Supplier and shall not form part of cost of transportation~~. **In the event of 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 22.2.4 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 the publication of RFP shall be considered as Rs. 12.15 per tonne per km. Provided that this rate shall be escalated on monthly basis based on the Transport and Communication 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.**		
20.	**22.6.1**	Upon the Supplier meeting its obligations for and in respect of the supply of electricity to the Utility as part of the Contracted Capacity, or if Utility is not able to schedule any part of the Contracted	Upon the Supplier meeting its obligations for and in respect of the supply of electricity to the Utility as part of the Contracted Capacity, or if Utility is not able to schedule any part of the Contracted Capacity, it may generate electricity from	The proposed change is in the interest of the both parties i.e. the Utility and the Supplier. If 30% of the gross revenue is to be shared with the Utility, the Supplier will not generate when the net realisation after deducting 30%	No change.

		Capacity, it may generate electricity from Allocated Coal for sale thereof to Buyers subject to payment of Revenue Share to the Utility, in an amount equal to the higher of, (a) Fixed Charge and (b) 30% (thirty per cent) of the gross sale revenue accrued from Buyers for each kWh of electricity sold to any Buyer.	Allocated Coal for sale thereof to Buyers subject to payment of Revenue Share to the Utility, in an amount equal to ~~the higher of, (a) Fixed Charge and (b)~~ 30% (thirty per cent) of the <u>contribution i.e.</u> gross sale revenue <u>less Fuel Charge</u> ~~accrued from Buyers~~ for each kWh of electricity sold to any Buyer.	share is lower than the fuel cost. This is highly undesirable. The Supplier should be encouraged to sale unscheduled capacity even if selling price is marginal higher than the fuel cost to optimise the asset utilisation. The Discom is also benefited by getting 30% of the contribution.	
21.	**22.7**	The Supplier shall at all times maintain a minimum stock of Allocated Coal and Fuel from AFSA, if any, as per the CEA guidelines which is sufficient for full production of electricity from Contracted Capacity for supply thereof to the Utility for a continuous period of 7 (seven) days (the "**Minimum Fuel Stock**").	This clause should be deleted.	As the required Coal is arranged by the Utility under Para B (iv) of SHAKTI policy therefore, this clause should be deleted. Further, the overall coal supply situation in the country keeps on changing and it cannot be ensured that the 7 day stock can be maintained throughout the year.	No change.
22.	**22.8.2**	In the event of any Fuel Shortage hereunder, the Fixed Charge payable for and in respect of any Non-Availability arising as a result thereof shall be equal to 70% (seventy per cent) of the Fixed Charge. By way of illustration, the Parties agree that in the event the Non-Availability arising on account of shortfall in supply of Fuel is determined to be 50% (fifty per cent), the Supplier shall, with respect to the Non- Availability arising	In the event of any Fuel Shortage hereunder, the Fixed Charge payable for and in respect of any Non-Availability arising as a result thereof shall be equal to ~~70% (seventy per cent)~~ <u>100% (one hundred per cent)</u> of the Fixed Charge. ~~By way of illustration, the Parties agree that in the event the Non-Availability arising on account of shortfall in supply of Fuel is determined to be 50% (fifty per cent), the Supplier shall, with respect to the Non- Availability arising on account thereof in accordance with the provisions of Clause 21.5.2, be~~	Since the Coal Linkage is allocated to the Supplier under SHAKTI policy by the Utility and the non-availability of coal is not due to any reason attributable to the Supplier then the Supplier should not be liable to be penalised by reducing its Fixed Charge.	No change.

		on account thereof in accordance with the provisions of Clause 21.5.2, be entitled to a Fixed Charge as if the Availability is equivalent to 70% (seventy per cent) of such Non-Availability. For the avoidance of doubt, the Parties agree that the Supplier shall not be liable to pay the Damages specified in Clause 21.6.2 if Non-Availability shall arise.	~~entitled to a Fixed Charge as if the Availability is equivalent to 70% (seventy per cent) of such Non-Availability. For the avoidance of doubt, the Parties agree that the Supplier shall not be liable to pay the Damages specified in Clause 21.6.2 if Non-Availability shall arise.~~		
23.	**22.10.2**	In the event the Supplier fails to procure Fuel under an AFSA, the Fixed Charge payable for and in respect of any Non-Availability as a result thereof shall be equal to 70% (seventy percent) of the Fixed Charge. In case, such AFSA is not approved in full or part by the Utility or the Commission, as the case may be, the Fixed Charge payable for and in respect of any Non-Availability as a result thereof shall be equal to 70% (seventy per cent) of the Fixed Charge computed in accordance with the provisions of Clause 21.4.2.	In the event the Supplier fails to procure Fuel under an AFSA, the Fixed Charge payable for and in respect of any Non-Availability as a result thereof shall be equal to ~~70%~~ **100%** (~~seventy~~ **hundred** percent) of the Fixed Charge. In case, such AFSA is not approved in full or part by the Utility or the Commission, as the case may be, the Fixed Charge payable for and in respect of any Non-Availability as a result thereof shall be equal to ~~70%~~ **100%** (~~seventy~~ **hundred** per cent) of the Fixed Charge computed in accordance with the provisions of Clause 21.4.2.	To align with Article 22.8.2 above.	Accepted. Provision maybe read as under, "In the event the Supplier fails to procure Fuel under an AFSA, the Fixed Charge payable for and in respect of any Non-Availability as a result thereof shall be equal to 70% (seventy percent) of the Fixed Charge. In case, such AFSA is not approved in full or part by the Utility or the Commission, as the case may be, the Fixed Charge payable for and in respect of any Non-Availability as a result thereof shall be equal to 100% (one hundred per cent) of the Fixed Charge computed in accordance with the provisions of Clause 21.4.2."
24.	**24.4**	**Ramp up of Despatch** In the event the Utility Despatches less than 2% (two per cent) of its entitlement in the Contracted Capacity at any time and requires ramping	Kindly make sure that the latest regulations/ guidelines are being followed as released by CEA/CERC for Ramp up of Despatch. Further, kindly increase duration to		No change. Provision of 12 hours is for cold start which is in line with the State grid code and IEGC regulation.

		up of generation thereafter, it shall allow a period of 8 (eight) hours to the Supplier for reaching Availability equal to such entitlement in the Contracted Capacity and shall make an additional payment on account of increase in SHR computed in accordance with the provisions of Schedule-C for and in respect of different levels of generation during the course of ramping up. For the avoidance of doubt, the Parties agree that in the event the Supplier fails to reach such Availability within 8 (eight) hours, the shortfall thereof shall be deemed to be Mis-declaration under the provisions of Clause 21.5.5. The Parties further agree that the liability of the Utility hereunder shall at all times be reckoned with reference to its entitlement in the Contracted Capacity.	12 hours in line with Annexure-I of Schedule-B of PSA. Kindly clarify that technical minimum shall be 55% of the Unit Capacity.		
25.	**28.4 (a)**	<omitted>	Change in Law, only if consequences thereof cannot be dealt with under and in accordance with the provisions of Article 34 and its effect, in financial terms, exceeds the sum specified in Clause 34.1;	Kindly keep the clause as per MBD. In case any event is not covered under Change in Law and any financial burden on Supplier should be restored such that there in no loss to Supplier.	No change.
26.	**30.1.2**	Clause has been omitted.	During the period of Suspension, the Utility shall pay to the Supplier 20% (twenty per cent) of the Fixed Charge due and payable to the Supplier for and in respect of the Contracted	The said clause should be retained as provided under the MBD. Supplier shall have the obligation of interest payment, salaries, plant	No change.

			Capacity	preservation and etc, even in the event of suspension of power supply. Therefore, payment of Fixed Charge would help Supplier to meet the expenses.	
27.	**31.1.1**	(c) the Supplier does not achieve the latest outstanding Project Milestone or the Scheduled Completion Date, as the case may be, due in accordance with the provisions of Schedule-E and continues to be in default for 180 (one eighty) days;	(c) the Supplier does not achieve the latest outstanding Project Milestone or the Scheduled Completion Date, as the case may be, due in accordance with the provisions of Schedule-E and continues to be in default for ~~180 (one eighty) days~~ 365 (Three hundred and sixty five) days	Request to align with clause 11.2.1 of PSA.	No change.
28.	**31.3.2**	**Termination Payment** **31.3.2** Upon Termination on account of a Utility Default, the Utility shall pay to the Supplier, by way of Termination Payment, an amount equal to the Fixed Charge that would have been due and payable for Normative Availability for a period of 6 (six) months as if the Power Station had operated for such 6 (six) months from the date of Termination.	**31.3.2** Upon Termination on account of a Utility Default, the Utility shall pay to the Supplier, by way of Termination Payment, an amount equal to the Fixed Charge that would have been due and payable for Normative Availability for a period of ~~6 (six) months~~ 3 (three) years as if the Power Station had operated for such ~~6 (six) months~~ 3 (three) years from the date of Termination.	In order to ease the project financing by the lenders, it is requested to increase the penalty provision in case of termination on account of a Utility Default and thereby requesting to increase termination payment as the Fixed Charge due and payable for Normative Availability for at least 3 years.	No change.
29.	**31.3.3**	Upon Termination or expiry of the Contract Period by efflux of time, the Fuel Supply Agreement or any other arrangement for production and supply of Allocated Coal shall cease to be effective and the Supplier shall have no right whatsoever to use such Allocated Coal for	This clause should be applicable only in case of termination of the PSA in case of Supplier's default or in case of expiry of term of Agreement. In case of Utility default, the Supplier should be allowed to use the Allocated Coal. The clause 31.3.3 and 31.5.1 may be	The Supplier is undertaking huge investments by setting up the power station for dedicated power supply to the Utility. In case of Utility default, the Supplier should be allowed to use the allocated coal to protect its investments and ensure debt servicing. Otherwise, Supplier and its lenders are left facing a huge	No change.

		the Power Station without the express permission or authorisation by the Central Government in this behalf. Provided, however, that the Parties may mutually agree to a further extension of the Contract Period on the terms specified in this Agreement.	modified accordingly,	open risk.	
30.	**36.3**	<omitted> **Arbitration**	Kindly keep this clause as per MBD.	Arbitration and Adjudication by Tribunal are important dispute resolution provisions and should be retained as per model bidding documents.	No change.
31.	**36.5**	<omitted> **Adjudication by a tribunal**	Kindly keep this clause as per MBD.		
32.	**Schedule-C**	**2. Station Heat Rate** 2.1 The Station Heat Rate, reckoned at the Point of Grid Connection shall, after accounting for auxiliary consumption and transmission losses, not exceed 2,300 (two thousand three hundred) kCal per kWh or as Latest CEA Regulation whichever is lower] at 100% (hundred per cent) maximum continuous rating (MCR).	2.1 The Station Heat Rate, reckoned at the Point of Grid Connection shall, after accounting for auxiliary consumption and transmission losses, not exceed ~~2,300 (two thousand three hundred)~~ 2375 (two thousand three hundred and seventy five) kCal per kWh ~~or as Latest CEA Regulation whichever is lower]~~ at 100% (hundred per cent) maximum continuous rating (MCR).	As per rationale provided earlier for Article 21.1.1 Bidder would be bidding based on SHR provided in PSA and accordingly OEMs would provide the CAPEX and based on which tariff is quoted. In case of any change in any regulation after the bid shall affect the viability and operation of the project.	Changes as requested for considering Net SHR as 2375 Kcal/KWh is accepted.
33.	**Schedule-D**	(B) Performance Security Amount:	Amount of Performance Security should be aligned with Article 9 of the PSA.		To be calculated @ Rs. 30,00,000 (Rs. thirty lakh) per MW of Contracted Capacity if Contracted Capacity is more than 500 MW and less than 1000 MW and Rs. 20,00,000 (Rs. twenty lakh) per MW of Contracted Capacity if Contracted Capacity is more than 1000 MW
34.	**Schedule-E**	Project Milestones	COD of Unit 1: 60 months from Appointed Date COD of Unit 2:	In line with our suggestion regarding SCOD extension timeline.	No change.

			66 months from Appointed Date Or (in case of 1 Unit) COD of Unit 1: 66 months from Appointed Date		
35.	**Substitution Agreement**	**3.4.5** The transfer of Contract hereunder to a Nominated Company may, notwithstanding anything to the contrary in this Agreement and the Power Supply Agreement, be undertaken by transfer of no less than 75% (seventy five per cent) of the equity of the Supplier to the Nominated Company, and upon such transfer hereunder, the Nominated Company shall be deemed to be the Supplier under and in accordance with the provisions of this Agreement and the Power Supply Agreement.	**3.4.5** The transfer of Contract hereunder to a Nominated Company may, notwithstanding anything to the contrary in this Agreement and the Power Supply Agreement, be undertaken by transfer of no less than ~~75% (seventy five per cent)~~ 51% (fifty one per cent) of the equity of the Supplier to the Nominated Company, and upon such transfer hereunder, the Nominated Company shall be deemed to be the Supplier under and in accordance with the provisions of this Agreement and the Power Supply Agreement.	Generally, the percentage of equity transfer is at the sole discretion of the lenders. Moreover, Substitution Agreement can be signed by transferring 51% of the equity shares i.e., majority stake of the Company.	No change.
36.	General	Footnote reference has been given in the documents, however, footnotes are missing.	Request to provide footnotes.	Better clarity.	Not required, as may be clarified from SBD

Note: Kindly note that the changes accepted by the utility are subject to approval by the Hon'ble Commission.

DBPL Queries/ Request for Additional Information RFQ - DBFOO for 1600 MW Project

Sr. No.	Clause	Existing Clause / Provision	Comments /Proposed Change	Rationale	Remark
1	1.1.1 of the RFQ	**I. Contracted Capacity at Point of Grid Connection (in MW) -** 758/1516 MW	Contracted Capacity to be revised to 720/1440 MW considering power station in Chhattisgarh state where 5% of Net Power needs to be mandatorily offered to the State as per prevailing Host State Policy. As there will be significant benefit in Tariff if the Utility considers power supply from coal bearing states like Chhattisgarh, we request Utility to allow bidders to bid considering the Net Power after reducing the above mentioned 5% supply to the Host State, ie 720/1440 MW in place of 758/1516 MW.	The proposed change will align the RFQ with statutory host state obligations, ensure fairness for bidders from coal-bearing states like Chhattisgarh, and enhance participation. This will ultimately help the Utility achieve more competitive tariff discovery.	No change.
2	1.1.1 of the RFQ	**II.SupplyCommence Timelines:** Unit 1: 42 (forty-two) months from Appointed Date Unit 2: 48 (forth eight) months from Appointed Date	The stipulated supply commencement timelines of 42 months (Unit 1) and 48 months (Unit 2) are impractical considering current industry conditions. We propose revising these to **54 months (Unit 1)** and **60 months (Unit 2).** In addition, the RFQ should include a clause that bidders will not be penalized (e.g., Liquidated Damages) for delays directly attributable to Boiler,	Domestic BTG manufacturers such as BHEL and L&T currently have extensive order backlogs, and are themselves committing to ~60-month supply schedules, making shorter timelines unachievable. • Import restrictions on BTG equipment further limit supply options, creating complete reliance on a constrained domestic market. • A no-penalty clause for manufacturer-driven delays ensures fair risk allocation	No change

			Turbine, and Generator (BTG) manufacturers.	and encourages wider participation. **Precedence exists-** MPPMCLhas allowed a 54-month commencement timeline for Unit -1 , demonstrating practical flexibility from appointed date.	
3	1.2.9 (a) of RFQ	Since the Bidder is expected to source linkage coal from Coal India Limited (the "CIL") or a subsidiary thereof from the Allocated Coal Linkage as per SHAKTI Policy arranged by the Utility, the cost of Fuel which shall be included in the Fuel Charge shall be a „pass through" in accordance with the terms of the PSA-DBFOO. However, the element of coal transportation and transit losses may vary from case to case and shall affect the Fuel Charge offered by each Bidder. The Bid for the Project shall, therefore, comprise the	Since the Bidder is expected to source linkage coal from Coal India Limited (the "CIL") or a subsidiary thereof from the Allocated Coal Linkage as per SHAKTI Policy arranged by the Utility, the cost of Fuel which shall be included in the Fuel Charge shall be a „pass through" in accordance with the terms of the PSA-DBFOO. However, the element of coal transportation and transit losses may vary from case to case and shall affect the Fuel Charge offered by each Bidder. The Bid for the Project shall, therefore, comprise the Fixed Charge and Fuel Charge, which shall be specified separately, and the Bidder seeking the lowest Tariff shall be the Selected Bidder. The Base Fixed Charge shall not be more than ~~70%~~ **75%**of the Tariff and the Base Fuel Charge shall not be more than 50% of the Tariff.	• Each power generation project has unique economics driven by factors such as machinery cost, distance from coal source, vendor costs, and real estate, which necessitate flexibility in tariff structuring. • The final tariff will anyway be discovered through e-Reverse Auction, ensuring competitiveness irrespective of the cap. **Precedence exists-** MPPMCL has already allowed a cap of 75% on Base Fixed Charge. Relaxing the cap will encourage wider participation and realistic bidding without compromising tariff competitiveness.	The Change is accepted as under:- "The Base Fixed Charge shall not be more than 75% of the Tariff and the Base Fuel Charge shall not be more than 50% of the Tariff".

		Fixed Charge and Fuel Charge, which shall be specified separately, and the Bidder seeking the lowest Tariff shall be the Selected Bidder. The Base Fixed Charge shall not be more than 70% of the Tariff and the Base Fuel Charge shall not be more than 50% of the Tariff.			
4	Appendix -VI of the RFP	**Details of the Allocated Coal Linkage**	Given the concurrent nature of the bidding stages, it is requested that the details of the allocated coal linkage be shared immediately. These details must be published well in advance.	• Availability of coal linkage information is critical for bidders to carry out due diligence and to prepare accurate technical and financial proposals. • Early disclosure of coal linkage details will ensure a transparent and effective clarification process. • Timely access to this information will promote fair competition, reduce uncertainty, and result in realistic tariff bids.	Attached as annexure-1
5	APPENDIX-I Letter comprising the Bid (Refer Clause 2.1.5 and 2.14)		Clarification is required on the tariff submission process. Specifically, whether tariff components (as per Appendix I) are to be: (i) entered only in the Bharat Electronics portal, or (ii) quoted both in Appendix I (hard copy submission) and on the portal.	• Ambiguity in the mode of tariff submission may lead to discrepancies or disqualification risks for bidders. • Clear guidance is essential to ensure uniform compliance by all participants.	Tariff components should be uploaded on the Bharat Electronic Tender portal as well as need to be mentioned in Appendix 1. No hard copy of the same to be submitted to the Utility. Further Utility will provide format of Fuel charge showing cost of

					coal and various applicable taxes/duties/cess etc.
6	4.3 of PSA	**Damages for delay by the Supplier** In the event that (i) the Supplier does not procure fulfilment or …… ……. of the Conditions Precedent specified in Clause 4.1.2.	**4.3 Damages for delay by the Supplier** In the event that (i) the Supplier does not procure fulfilment or waiver of any or all of the Conditions Precedent set forth in Clause 4.1.3 within the period specified in that Clause, and (ii) the delay has not occurred as a result of failure to fulfil the obligations under Clause 4.1.2 or other breach of this Agreement by the Utility or due to Force Majeure, the Supplier shall pay to the Utility Damages in an amount calculated at the rate of ~~**0.3% (zero point three per cent)**~~ **0.1 % (zero point One per cent)** of the ~~**Bid Security**~~ **Performance Security** for each day's delay until the fulfilment of such Conditions Precedent, subject to a maximum	Damages payable by either party should be based on equitable principles. This ensures balanced risk-sharing between stakeholders.	No change.

			amount equal to the Performance Security, and upon reaching such maximum, the Utility may, in its sole discretion and subject to the provisions of Clause 9.2, terminate the Agreement. Provided that in the event of delay by the Utility in procuring fulfilment of the Conditions Precedent specified in Clause 4.1.2, no Damages shall be due or payable by the Supplier under this Clause 4.3 until the date on which the Utility shall have procured fulfilment of the Conditions Precedent specified in Clause 4.1.2.		
7	4.5 of PSA	**4.5 Deemed Termination upon delay** Without prejudice to the provisions of Clauses 4.2 and 4.3, and subject to the provisions of Clause 9.2, the Parties expressly agree that in the event the Appointed Date does not occur, for any reason whatsoever,	**4.5 Deemed Termination upon delay** Without prejudice to the provisions of Clauses 4.2 and 4.3, and subject to the provisions of Clause 9.2, the Parties expressly agree that in the event the Appointed Date does not occur, for any reason whatsoever, before the ~~1st (first)~~ 3rd (Third) anniversary of the date of this Agreement or the extended period provided in accordance with this Agreement, all rights, privileges, claims and entitlements of the	• Development of a new power station involves complex statutory approvals, land acquisition, fuel tie-ups, and equipment supply dependencies, many of which are outside the direct control of the Supplier. • 1-year timeline for Appointed Date is impractical and may discourage serious bidders. Extending this period to 3 years will provide realistic flexibility, enable genuine project execution, and encourage wider participation without diluting safeguards for the Utility	No change

		before the 1st (first) anniversary of the date of this Agreement or the extended period provided in accordance with this Agreement, all rights, privileges, claims and entitlements of the Supplier under or arising out of this Agreement shall be deemed to have been waived by, and to have ceased with the concurrence of the Supplier, and the Power Supply Agreement shall be deemed to have been terminated by mutual agreement of the Parties. Provided, however, that in the event the delay in occurrence of the Appointed Date is for reasons attributable to the Supplier, the	Supplier under or arising out of this Agreement shall be deemed to have been waived by, and to have ceased with the concurrence of the Supplier, and the Power Supply Agreement shall be deemed to have been terminated by mutual agreement of the Parties. Provided, however, that in the event the delay in occurrence of the Appointed Date is for reasons attributable to the Supplier, the		

8	9.1.1 of PSA	9.1.1 The Supplier shall, for the performance of its obligations hereunder, provide to the Utility no later than 60 (sixty) days from the date of this Agreement, an irrevocable and unconditional guarantee from a Bank for a sum equivalent to Rs. *** crore (Rupees *** crore)16 in the form set forth in Schedule-D (the "Performance Security"). Provided, however, that the Supplier may provide a Performance Security hereunder for a period of 60 (sixty) months and shall, no later than 60 (sixty) days prior to the expiry thereof, substitute it by a like Performance Security, if	16. Kindly clarify the rate at which the Performance Security is to be calculated.		To be calculated @ Rs. 30,00,000 (Rs. thirty lakh) per MW of Contracted Capacity if Contracted Capacity is more than 500 MW and less than 1000 MW and Rs. 20,00,000 (Rs. twenty lakh) per MW of Contracted Capacity if Contracted Capacity is more than 1000 MW.

		applicable.			
9	15.7.2 of PSA	**Unit closure** Upon receiving the permission pursuant to Clause 15.7.1, the Supplier shall be entitled to shut down or de-commission the designated Unit for the period specified therein, and in the event of any delay in re-commissioning such Unit, the Supplier shall pay Damages to the Utility calculated at the rate of 2% (two per cent) of the Average Daily Fixed Charge for each day of delay until the Unit has been re-commissioned for generation.	It is requested that the penalty provision be deleted, as the Supplier is already subject to commercial consequences through reduced Availability during the shutdown/recommissioning period.	I. Imposing an additional penalty over and above reduced Availability amounts to double penalization of the Supplier. II. Reduced Availability already impacts the Supplier financially, thereby disincentivizing undue delay	No change
1.	15.9 of PSA	**Damages for breach of maintenance obligations**	The clause 15.9 should be deleted.	The logic behind the inclusion of Damages for breach of maintenance obligation when the supplier is required to maintain the Normative Availability is	No change

		In the event that the Supplier fails to repair or rectify any defect or deficiency which causes reduction in Availability, it shall be deemed to be in breach of this Agreement and the Utility shall be entitled to recover Damages, to be calculated and paid for each day of delay until the breach is cured, 2% (two per cent) of the Average Daily Fixed Charge or such smaller sum as the Utility may, in its discretion determine upon prompt compliance of its obligations by the Supplier. Recovery of such Damages shall be without prejudice to the rights of the Utility under this Agreement, including the right of		problematic. As per the draft PSA, the Fixed Charges will get reduced due to less availability and if further damages will be imposed on the Supplier, then it will lead to two times penalty. In view of this we request you to kindly delete this clause.	

		Termination thereof.			
10	15.11 of PSA	**Modifications to the Power Station** The Supplier shall not carry out any material modifications to the Power Station save and except where such modifications are necessary for the Power Station to operate in conformity with the Specifications and Standards, Maintenance Requirements and Applicable Laws; provided that the Supplier shall notify the Utility of the proposed modifications along with particulars thereof at least 15 (fifteen) days before commencing work on such modifications and shall reasonably consider any suggestions that the	The clause 15.11 should be deleted.	I. This restriction is unnecessary as the Supplier is the plant owner and is fully responsible for ensuring compliance with specifications, standards, and applicable laws. II Such provisions are relevant for DBFOT-type projects where the asset is transferred back at the end of the term, not for privately owned plants under PSA.	No change

		Utility may make within 15 (fifteen) days of receiving the Supplier's proposal.			
11	18.6 of PSA Substitute Supply	In the event the Availability of the Power Station is reduced on account of Scheduled Maintenance, Unscheduled Maintenance or Force Majeure, the Supplier may, with prior consent of the Utility, which consent the Utility may deny in its sole discretion or convey acceptance with such conditions as it may deem fit, supply electricity from any alternative source, including Merchant Capacity, if any, provided such supply shall be at the discovered tariff under the bidding process as specified in the PSA or at a	In the event the Availability of the Power Station is reduced on account of Scheduled Maintenance, Unscheduled Maintenance or Force Majeure, the Supplier may, with prior consent of the Utility, which consent the Utility may deny in its sole discretion or convey acceptance with such conditions as it may deem fit, supply electricity from any alternative source, including Merchant Capacity, if any, provided such supply shall be at the discovered tariff under the bidding process as specified in the PSA or at a tariff rate lower than the same, which shall have been agreed between parties for such supply of power and such supply shall, be deemed to be supply under and in accordance with the provisions of this Agreement. **Provided that in case such consent is denied by the Utility, the Utility shall be liable for payment of Fixed Charge to the Supplier**	In case the Supplier ensures the availability of power through substitute supply in case of maintenance or Force Majeure and the same is denied by the Utility, the Utility should pay the Fixed Charge to the Supplier. Since, the obligation of the Supplier has been fulfilled, the Supplier shall be entitled to payment of Fixed Charges. It may be noted that there is no adverse impact on the Utility by availing power from an alternative source since it is to be supplied at the same Tariff as is there under the PSA.	No Change

		tariff rate lower than the same, which shall have been agreed between parties for such supply of power and such supply shall, be deemed to be supply under and in accordance with the provisions of this Agreement.			
12	21.2.4 of PSA	The Initial Fixed Charge shall be deemed to be the Base Fixed Charge for the Accounting Year in which COD occurs, and for each subsequent Accounting Year, the applicable Base Fixed Charge shall be determined by decreasing the Base Fixed Charge for the immediately preceding Accounting Year by [2% (two per cent)]25 thereof. For the avoidance of doubt and by way of	The Initial Fixed Charge shall be deemed to be the Base Fixed Charge for the Accounting Year in which COD occurs, and for each subsequent Accounting Year, the applicable Base Fixed Charge shall be determined by decreasing the Base Fixed Charge for the immediately preceding Accounting Year by **[1% (one percent)]** ~~**2% (two per cent)]**~~ thereof. For the avoidance of doubt and by way of illustration, the Base Fixed Charge for the first Accounting Year in which COD occurs shall be the Initial Fixed Charge, and for the second and third Accounting Years subsequent to the Accounting Year in which COD occurs, shall be a sum equal to **[99% (ninety nine**	➢ A 2% annual reduction is steep and adversely impacts project viability and debt servicing capacity, especially during initial years of operation. ➢ A 1% reduction provides a more balanced approach, ensuring financial sustainability for the Supplier while still passing efficiency gains to the Utility.	No change. The proposed deviation is neither in the interest of the Utility nor the end consumers.

		illustration, the Base Fixed Charge for the first Accounting Year in which COD occurs shall be the Initial Fixed Charge, and for the second and third Accounting Years subsequent to the Accounting Year in which COD occurs, shall be a sum equal to [98% (ninety eight per cent) and 96.04% (ninety six point zero four per cent)] respectively of the Initial Fixed Charge. For the avoidance of doubt, the above specified 2% decrease in Base Fixed Charge shall be applicable from the subsequent Accounting Year in which COD of the Power Station (i.e., COD of both Units) occurs.	**per cent) and 98.01% (ninety eight point zero one percent)** ~~**[98% (ninety eight per cent) and 96.04% (ninety six point zero four per cent)]**~~ respectively of the Initial Fixed Charge. For the avoidance of doubt, the above specified **1%** ~~**2%**~~ decrease in Base Fixed Charge shall be applicable from the subsequent Accounting Year in which COD of the Power Station (i.e., COD of both Units) occurs.		

13	21.3 of PSA	**Indexed Fixed Charge** The Base Fixed Charge determined for each Accounting Year in accordance with the provisions of Clause 21.2 shall be revised annually to reflect 30% (thirty 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 (the "Indexed Fixed Charge"). For the avoidance of doubt and by way of illustration, if (a)	The Base Fixed Charge determined for each Accounting Year in accordance with the provisions of Clause 21.2 shall be revised annually to reflect **100% (hundred per cent)** ~~30% (thirty 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 (the "Indexed Fixed Charge"). For the avoidance of doubt and by way of illustration, if (a) the Bid Date occurs in February 2015; (b) COD occurs in May 2019; and (c) WPI increases by 20% (twenty per cent) between January 31, 2015 and January 31, 2019, the Indexed Fixed Charge for the Accounting Year commencing from April 1, 2019 shall be 106% (one hundred and six per cent) of the Base Fixed Charge for that Accounting Year.	We would like to highlight that the revision of the Fixed Charge is meant to account for the depreciation of the rupee caused by inflation. Therefore, limiting the adjustment to only 30% of the variation in the WPI does not adequately reflect actual inflation. To more accurately account for inflation, we request that the Fixed Charge be revised based on 100% of the variation in WPI.	NO change.

		the Bid Date occurs in February 2015; (b) COD occurs in May 2019; and (c) WPI increases by 20% (twenty per cent) between January 31, 2015 and January 31, 2019, the Indexed Fixed Charge for the Accounting Year commencing from April 1, 2019 shall be 106% (one hundred and six per cent) of the Base Fixed Charge for that Accounting Year.			
14	Article 21.4.4 of PSA	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	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)~~ **90% (Ninety percent)**(on cumulative basis) computed in terms of kWh as	As per Standard DBFOO bid document Cumulative availability is 90% same should be substituted in said clause.	No Change

		Availability of 85% (Eighty-Five per cent) (on cumulative basis) computed in terms of kWh as per Clause 5.1.4 with reference to the entitlement of the Utility in Contracted Capacity (the "Capacity Charge"). Provided, however, that in the event of Despatch (on cumulative basis in such Accounting Year) of the Power Station beyond such 90% (Ninety per cent), of the Contracted Capacity (on cumulative basis in such Accounting Year), Incentive shall be payable in accordance with the provisions of	per Clause 5.1.4 with reference to the entitlement of the Utility in Contracted Capacity (the "Capacity Charge"). Provided, however, that in the event of Despatch (on cumulative basis in such Accounting Year) of the Power Station beyond such 90% (Ninety per cent), of the Contracted Capacity (on cumulative basis in such Accounting Year), Incentive shall be payable in accordance with the provisions of Clause 21.6.1		

		Clause 21.6.1			
15	Article 22 of PSA	New Provision	**Kindly add new provision as below:** Any penalty imposed by the coal company on the Supplier for (i) under lifting of coal and/or (ii) failure to meet minimum off-take guarantee, due to lower dispatch by the Utility, should be completely pass-through.	The FSA may have some minimum off take guarantee and non-lifting of minimum quantity (due to lower dispatch of power by Utility) may lead to imposition of penalty on the Supplier. Since such penalty has been imposed for reasons beyond the control of the Supplier, it should be reimbursed / pass-through by the Utility.	No change
16	22.2.4 of PSA	New Provision	Should be added at the end of Provision, Due to non-availability of rail transportation, the Supplier may arrange for part road transport for transporting coal to nearest feasible railway siding or Unloading point at Power Plant. The distance of such road transport shall be reduced from the distance of rail transport for computation of cost of transportation under clause 22.2.4 above…		No Change, as the transportation cost mentioned herein shall be deemed to include both rail and road transportation, as applicable.

17	22.9.2 of PSA	The Supplier shall procure Fuel under the AFSA only with prior approval of the Utility, which approval the Utility may deny in its sole discretion. Provided, however, that if the Utility approves part supply of Fuel under the Additional Fuel Supply Arrangement, it shall, in consultation with the Supplier, approve such additional costs as may be applicable for purchase of Fuel in comparatively smaller quantities and such costs shall be considered as part of the Landed Fuel Cost in determining the Fuel Charges.	The Supplier shall procure Fuel under the AFSA ~~only with prior approval of the Utility, which approval the Utility may deny in its sole discretion~~. Prior approval of the Utility is not required till as and when the price variation in energy charge due to Additional Fuel Supply is increasing beyond 30% of energy charge rate for the previous year or exceeds 20% of energy charge rate for the previous month, whichever is lower shall be considered and, in that event, prior consultation with Utility shall be made at least three days in advance. Provided, however, that if approval is not provided by the Utility; Supplier shall be considered deemed available to that extent and Fixed Charge to be paid by the Utility. ~~Provided, however, that if the Utility approves part supply of Fuel under the Additional Fuel Supply Arrangement, it shall, in consultation with the Supplier, approve such additional costs as may be applicable for purchase of~~	In the event of coal shortage due to Quantity or Quality, Supplier should be allowed for Additional Fuel Supply arrangements on best effort basis and shall not require to take prior permission from Utility to ensure unnecessary delay, if the price variation in energy charges due to alternative Fuel Supply is not increasing beyond 30% of base energy charge, in line with CERC Tariff Regulation 2024-29, clause 64(3)(d), which states that, "Provided that the weighted average price of alternative source of fuel shall not exceed 30% of base price of fuel computed as per clause (5) of this Regulation and in such case, prior permission from beneficiaries shall not be a pre-condition, unless otherwise agreed specifically in the power purchase agreement: Provided further that where the energy charge rate based on weighted average price of fuel upon use of alternative source of fuel supply exceeds 30% of base energy charge rate as approved by the Commission for that year or exceeds 20% of energy charge rate for the previous month, whichever is lower shall be considered and, in that	Not accepted as for procuring fuel under AFSA, prior approval of Utility is necessary as per SBD.

			~~Fuel in comparatively smaller quantities and such costs shall be considered as part of the Landed Fuel Cost in determining the Fuel Charges.~~	event, prior consultation with beneficiary shall be made at least three days in advance". Ref: CERC (Terms and Conditions of Tariff) Regulations, 2024 (Clause 64(3)(d)).	
18	22.10.2 of PSA	In the event the Supplier fails to procure Fuel under an AFSA, or such AFSA is not approved in full or part by the Utility or the Commission, as the case may be, the Fixed Charge payable for and in respect of any Non-Availability as a result thereof shall be equal to 70% (seventy per cent) of the Fixed Charge computed in accordance with the provisions of Clause 21.4.2.	22.10.2 In the event the Supplier fails to procure Fuel under an AFSA, or such AFSA is not approved in full or part by the Utility or the Commission, as the case may be, the Fixed Charge payable for and in respect of any Non-Availability as a result thereof shall be equal to **100% (hundred per cent)** ~~70% (seventy per cent)~~ of the Fixed Charge computed in accordance with the provisions of Clause 21.4.2	A supplier shouldn't be held responsible for the AFSA (Additional Fuel Supply Arrangement) not being approved by the utility, as this is beyond their control. This risk should not be borne by the supplier. We request that the clause be amended to reflect this. A strong precedent for this position exists in the MPPMCL 3200 MW tender, where it was recognized that the supplier's responsibility for the AFSA is limited to submitting the proposal, with the ultimate approval resting with the utility. This tender specifically addresses the scenario where a lack of utility approval should not penalize the supplier.	Accepted. Provision maybe read as under, "In the event the Supplier fails to procure Fuel under an AFSA, the Fixed Charge payable for and in respect of any Non-Availability as a result thereof shall be equal to 70% (seventy percent) of the Fixed Charge. In case, such AFSA is not approved in full or part by the Utility or the Commission, as the case may be, the Fixed Charge payable for and in respect of any Non-Availability as a result thereof shall be equal to 100% (one hundred per cent) of

					the Fixed Charge computed in accordance with the provisions of Clause 21.4.2."
19	27.2.1 of PSA	The Supplier shall appoint, and have during the subsistence of this Agreement as its Statutory Auditors, a firm chosen by it from the mutually agreed list of 5 (five) reputable firms of chartered accountants (the "Panel of Chartered Accountants"), such list to be prepared substantially in accordance with the criteria set forth in Schedule-N. All fees and expenses of the Statutory Auditors shall be borne by the Supplier.	The Supplier shall appoint **or continue its existing auditors**, and have during the subsistence of this Agreement as its Statutory Auditors. **It is clarified that if supplier is appointing the new Statutory Auditors is should be** a firm chosen by it from the mutually agreed list of 5 (five) reputable firms of chartered accountants (the "Panel of Chartered Accountants"), such list to be prepared substantially in accordance with the criteria set forth in Schedule-N. All fees and expenses of the Statutory Auditors shall be borne by the Supplier.	As per the Companies Act, companies (in this case suppliers) is required to appoint Statutory Auditor for 5 years. If the company wishes to terminate the auditor before the completion of their tenure, it can only do so by passing a special resolution after obtaining prior approval of the Central Government. The operating plant has already appointed a Statutory Auditor, making it difficult to appoint new Statutory Auditor by terminating the existing ones. Hence, we request you to allow the suppliers to appoint/renew the auditors as per the provision of the Companies Act, 2013.	No change.

22	28.1 of PSA	As used in this Agreement, the expression "Force Majeure" or "Force Majeure Event" shall, save and except as expressly provided otherwise, mean occurrence in India of any or all of Non-Political Event, Indirect Political Event and Political Event, as defined in Clauses 28.2, 28.3 and 28.4 respectively, if it affects the performance by the Party claiming the benefit of Force Majeure (the "Affected Party") of its obligations under this Agreement and which act or event (a) is beyond the reasonable control	**Kindly modify clause as below:** As used in this Agreement, the expression "Force Majeure" or "Force Majeure Event" shall, save and except as expressly provided otherwise, mean occurrence in India of **, including but not limited to** any or all of Non-Political Event, Indirect Political Event and Political Event, as defined in Clauses 28.2, 28.3 and 28.4 respectively, if it affects the performance by the Party claiming the benefit of Force Majeure (the "Affected Party") of its obligations under this Agreement and which act or event (a) is beyond the reasonable control of the Affected Party, and (b) the Affected Party could not have prevented or overcome by exercise of due diligence and following Good Industry Practice, and (c) has Material Adverse Effect on the Affected Party.	The above proposed change is essential because by nature, a Force Majeure event cannot be restricted to only those events that are listed in the PSA. This is important from the Utility's point of view also.	No change

		of the Affected Party, and (b) the Affected Party could not have prevented or overcome by exercise of due diligence and following Good Industry Practice, and (c) has Material Adverse Effect on the Affected Party.			
23	28.2 of PSA	(a) act of God, epidemic, extremely adverse weather conditions, lightning, earthquake, landslide, cyclone, flood, volcanic eruption, chemical or radioactive contamination or ionising radiation, fire or explosion (to the extent of contamination or radiation or fire or explosion	**(a)** act of God, epidemic, extremely adverse weather conditions, lightning, earthquake, landslide, cyclone, flood, volcanic eruption, chemical or radioactive contamination or ionising radiation, fire or explosion (to the extent of contamination or radiation or fire or explosion, including originating from a source external to the Site); **(c)** any failure or delay of a Contractor but only to the extent caused by another Non-Political Event, or due to a disruption in	(a) All situations beyond the control of the Supplier, including but not limited to those listed, should be considered as Force Majeure events. (c) All situations beyond the control of the Supplier, including but not limited to those specified, and which do not result in any offsetting compensation payable to the Supplier by or on behalf of such Contractor, should be treated as Force Majeure events.	No change

		originating from a source external to the Site); (c) any failure or delay of a Contractor but only to the extent caused by another Non-Political Event and which does not result in any offsetting compensation being payable to the Supplier by or on behalf of such Contractor;	Supplier's or such Contractor's supply chain / Manufacturing and which does not result in any offsetting compensation being payable to the Supplier by or on behalf of such Contractor;		
24	28.8 of PSA	If a Force Majeure Event subsists for a period of 180 (one hundred and eighty) days or more within a continuous period of 365 (three hundred and sixty five) days, either Party may in its	If a Force Majeure Event subsists for a period of 365 (three hundred and sixty five) days or more within a continuous period of 730 (seven hundred thirty) days, either Party may in its discretion terminate this Agreement by issuing a Termination Notice to the other Party without being liable in any manner whatsoever, save as provided in this Article 28, and	**Rationale:** It has been observed in the past that a Force Majeure Event can last for an extended period, which cannot be anticipated.	**No change**

		discretion terminate this Agreement by issuing a Termination Notice to the other Party without being liable in any manner whatsoever, save as provided in this Article 28, and upon issue of such Termination Notice, this Agreement shall, notwithstanding anything to the contrary contained herein, stand terminated forthwith; provided that before issuing such Termination Notice, the Party intending to issue the Termination Notice shall inform the other Party of such intention and grant 15 (fifteen) days' time to make a representation,	upon issue of such Termination Notice, this Agreement shall, notwithstanding anything to the contrary contained herein, stand terminated forthwith; provided that before issuing such Termination Notice, the Party intending to issue the Termination Notice shall inform the other Party of such intention and grant 15 (fifteen) days' time to make a representation, and may after the expiry of such 15 (fifteen) days period, whether or not it is in receipt of such representation, in its sole discretion issue the Termination Notice	**Precedence** COVID-19 period	

		and may after the expiry of such 15 (fifteen) days period, whether or not it is in receipt of such representation, in its sole discretion issue the Termination Notice.			
25	31.1.1(l) of PSA	the Supplier fails to achieve a monthly Availability of 70% (seventy percent) for a period of 6 (six) consecutive months or for a cumulative period of 6 (six) months within any continuous period of 18 (eighteen) months, save and except to the extent of Non-Availability caused by (i) a Force Majeure Event, (ii) an act or omission of the Utility, not	the Supplier fails to achieve a monthly Availability of 70% (seventy per cent) for a period of ~~6 (six)~~ 12(twelve) consecutive months or for a cumulative period of ~~6 (six)~~ 12 (twelve) months within any continuous period of ~~18 (eighteen~~) 36 (thirty-six) months, save and except to the extent of Non-Availability caused by (i) a Force Majeure Event, (ii) an act or omission of the Utility, not occurring due to any default of the Supplier or (iii) shortfall in the Minimum Fuel Stock occurring for reasons not attributable to the Supplier;	Extending the period from 6 consecutive months to 12 consecutive months for assessing Availability provides a more comprehensive evaluation period. This longer timeframe allows for a more balanced assessment of the Supplier's performance, considering potential short-term fluctuations or challenges in meeting availability targets.	No change.

		occurring due to any default of the Supplier or (iii) shortfall in the Minimum Fuel Stock occurring for reasons not attributable to the Supplier;			
26	31.1.1 (c) of PSA	**(**c) the Supplier does not achieve the latest outstanding Project Milestone or the Scheduled Completion Date, as the case may be, due in accordance with the provisions of Schedule-E and continues to be in default for 180 (one hundred and eighty) days;	It is proposed to increase the default period from 180 days to 18 months.	A 180-day period is insufficient for greenfield power projects, which involve multiple statutory approvals, land acquisition, fuel tie-ups, and equipment supply timelines. Delays in such approvals are often beyond the Supplier's control. Allowing 18 months will provide a realistic and implementable window for project execution, reducing the risk of premature termination while still safeguarding the Utility's interests.	No change
27	PSA	**New Clauses to be added regarding payment Appropriation.**	Earlier SBDs had a provision as to how payments received would be appropriated, which has been omitted in this PPA. We suggest that to provide clarity and avoid disputes, it may be established		Not Accepted.

			herein.		
28	Schedule E of PSA	**1 Project Completion Schedule** During Construction Period, the Supplier shall comply with the requirements set forth in this Schedule-E for each of the Project Milestones and the Scheduled Completion Date (the "Project Completion Schedule"). Within 15 (fifteen) days of the date of each Project Milestone, the Supplier shall notify the Utility of such compliance alongwith necessary particulars thereof **2 Project Milestone-I (Synchronization of Unit-1)**	**1 Project Completion Schedule** During Construction Period, the Supplier shall comply with the requirements set forth in this Schedule-E for each of the Project Milestones and the Scheduled Completion Date (the "Project Completion Schedule"). Within 15 (fifteen) days of the date of each Project Milestone, the Supplier shall notify the Utility of such compliance alongwith necessary particulars thereof **2 Project Milestone-I (Synchronization of Unit-1)** 2.1 Project Milestone-I shall occur on the date falling on the completion of ~~39 (thirty nine)~~ **51 (Fifty-One)** months from the Appointed Date (the "**Project Milestone-I**"). **3 Project Milestone-II (COD of**	The current schedule (39–45 months) is unrealistic given the constraints of domestic BTG manufacturing (BHEL, L&T) which face order backlogs and limited capacity. • Import restrictions on BTG equipment further exacerbate timelines. • A revised schedule of 51–57 months, with COD within 54–60 months, is more practical and ensures project bankability. • Precedent exists (e.g., MPPMCL) where extended timelines (up to 54 months) have been accepted. • Aligning the schedule with realistic ground conditions will improve bidder participation and competitiveness.	No change

		2.1 Project Milestone-I shall occur on the date falling on the completion of 39 (thirty-nine) months from the Appointed Date (the "**Project Milestone-I**"). **3 Project Milestone-II (COD of Unit-1)** 3.1 Project Milestone-II shall occur on the date falling on the completion of 42 months from the Appointed Date (the "**Project Milestone-II**"). **4 Project Milestone-III (Synchronization of Unit-2** Project Milestone-III shall occur on the date falling on the completion of 45	**Unit-1)** 3.1 Project Milestone-II shall occur on the date falling on the completion of ~~42~~ **54 (Fifty-four)** months from the Appointed Date (the "**Project Milestone-II**"). **4 Project Milestone-III (Synchronization of Unit-2** Project Milestone-III shall occur on the date falling on the completion of ~~45 (forty-five~~) **57 (Fifty-Seven)** months from the Appointed Date (the "Project Milestone-III"). **5 Scheduled Completion Date** The Scheduled Completion Date for completion of the Contracted Capacity of the Power Station shall be the ~~[42]~~ ~~([Forty Two])~~ (54/60) as applicable months from the Appointed Date.		

		(forty-five) months from the Appointed Date (the "Project Milestone-III"). **5 Scheduled Completion Date** The Scheduled Completion Date for completion of the Contracted Capacity of the Power Station shall be the [42] ([Forty-Two]) months from the Appointed Date.			
29	Schedule N of PSA	**1. Panel of Chartered Accountants** Pursuant to the provisions of Clause 27.2.1 of the Agreement, the Utility and the Supplier shall prepare a mutually agreed	In accordance with Section 139 of the Companies Act, 2013, Statutory Auditors are appointed for a period of 5 years. During this tenure, an auditor whose tenure is yet to expire cannot be removed without obtaining prior approval from the Central Government. Therefore, we recommend that the utility modify the relevant clause to accommodate	• Aligns the clause with statutory provisions under the Companies Act,2013. • Prevents conflict between contractual requirements and statutory auditor appointment norms.	No change

		panel of 5 (five) reputable firms of Chartered Accountants having their registered offices in India (the "**Panel of Chartered Accountants**"). The criteria for preparing such Panel and the procedure to be adopted in this behalf shall be as set forth in this Schedule-N. **2. Invitation for empanelment** 2.1 The Utility shall invite offers from all reputable firms of Chartered Accountants who have conducted statutory audit of the annual accounts of at least one hundred companies registered under the Companies Act, 1956/2013, including any re-enactment or amendment thereof,	these provisions.		

		of which at least ten should have been public sector undertakings; and neither the firm nor any of its partners should have been disqualified or black-listed by the Comptroller and Auditor General of India or the Utility.			
30		Latest guidelines to be clearified	**Provisions related to recent regulations, including:** 1. **Confirm whether Renewable Generation Obligation (RGO) 2023 is voluntary as per MOP clarification dated 06 Aug' 2025**	To avoid ambiguity in applicability of RGO obligations on generators and ensure compliance consistent with latest MoP directions.	According to the Ministry of Power (MoP) clarification dated **06 August 2025**, the implementation of the Renewable Generation Obligation (RGO) (for thermal power generating stations) is described as **voluntary**. Bidder needs to consider all applicable notification as on Bid

					due date.

Note: Kindly note that the changes accepted by the utility are subject to approval by the Hon'ble Commission.

LPGCL - Queries/ Request for Additional Information: RFQ, RFP, PSA - DBFOO for 1600 MW Project

Queries /Request for additional information: Request for Qualification (RFQ-DBFOO)

Sr. No.	RFQ Clause	Existing Clause / Provision	Comments / Clarifications Required & Proposed Change	Remark
1.	General		Please provide the bank account details of MSEDCL for processing payments and/or issuance of Bid Security BG.	Bank details are uploaded as addendum-4
2.	2.2.4	The Applicants shall enclose with its Application, to be submitted as per the format at Appendix-I, complete with its Annexes, the following: ……	Current provision mandates the bidder to submit certificates from auditor/ statutory auditor. We request you to kindly allow bidders to submit certificates with respect to technical and financial capacity from a chartered accountant in accordance with the guidelines and policies specified by ICAI, subject to all required details being provided in the said certificate.	Accepted.
3.	Appendix-VIII	Details of Allocated Coal Linkage	Details of Allocated Coal linkage are not provided. Kindly provide the same.	Attached as annexure-1

Queries /Request for additional information : Request for Proposal (RFP-DBFOO)

Sr. No.	RFP Clause	Existing Clause / Provision	Comments / Clarifications Required & Proposed Change	Remark
1.	1.2.9 (a)	(a) Since the Bidder is expected to source linkage coal from Coal India Limited (the "CIL") or a subsidiary thereof from the Allocated Coal Linkage as per SHAKTI Policy arranged by the Utility, the cost of Fuel which shall be included in the Fuel Charge shall be a "pass through" in accordance with the terms of the PSADBFOO. However, the element of coal transportation and transit losses may vary from case to case and shall affect the Fuel Charge offered by each Bidder. The Bid for the Project shall,	**The clause may be modified as below**: (a) ….The Base Fixed Charge shall not be more than ~~70~~80% of the Tariff and the Base Fuel Charge shall not be more than 50% of the Tariff. <u>Justification for the change:</u> Current condition for Fixed Charge is very stringent. Due to restriction on the Fixed Charge bidders will be forced to quote higher fuel charge to allow	Following change is accepted instead of proposed. "The Base Fixed Charge shall not be more than 75% of the Tariff and the Base Fuel Charge shall not be more than 50% of the

Sr. No.	RFP Clause	Existing Clause / Provision	Comments / Clarifications Required & Proposed Change	Remark
		therefore, comprise the Fixed Charge and Fuel Charge, which shall be specified separately, and the Bidder seeking the lowest Tariff shall be the Selected Bidder. The Base Fixed Charge shall not be more than 70% of the Tariff and the Base Fuel Charge shall not be more than 50% of the Tariff.	them to recover an acceptable level of Fixed Charge. This will un-necessarily increase the Tariff. Therefore, kindly allow for Fixed Charge to be at least 80% of the Tariff. Recently, MP Discom, i.e., MPPMCL has also allowed Fixed Charge to be 75% of the total tariff in 3200 MW bidding process. Similar change may be made in clause 1.2.9 (a) of RFQ.	Tariff".
2.	Appendix-I	Letter comprising the bid 34. …….. I/we hereby submit that we would be sourcing the coal from coal linkage allocated vide Letter of Assurance /FSA dated (copy enclosed). The notified price as per Letter of Assurance /FSA is Rs. per MT and GCV of _ _ _ kCal/Kg. The ex-mine cost of coal for the above coal linkage allocation as intimated by Utility vide communication dated is Rs. ` / MT.	**Kindly modify the provision as under**: 34. ……. ~~I/we hereby submit that we would be sourcing the coal from coal linkage allocated vide Letter of Assurance /FSA dated (copy enclosed).~~ The notified price ~~as per Letter of Assurance /FSA~~ is Rs. per MT and GCV of _ _ _ kCal/Kg. The ex-mine cost of coal for the above coal linkage allocation as intimated by Utility vide communication dated is Rs. ` / MT. <u>Justification for the change:</u> Letter of Assurance or FSA shall be issued to the Successful bidder pursuant to signing of PSA. Since this is the bid stage & the bidders cannot commit this, we request you to kindly delete this provision. Also, please provide the Ex-mine coal cost as mentioned herein.	**No change.**
3.	Appendix-I	Letter comprising the bid	Please provide the format of Appendix-1 as	Utility will provide

Sr. No.	RFP Clause	Existing Clause / Provision	Comments / Clarifications Required & Proposed Change	Remark
		Note : 1.The Cost of Taxes/ Duties/ CESS etc. shall be required to be separately provided by the bidders for each of the parameters above in the form of an Annexure to the Bid Format at the time of submission of Bid and post completion of the e-Reverse Auction process. Bidder has to attach Appendix – 1 (as specified in PSA) along with "format for fuel charge" as a part of Electronic Form - Financial and not as a part of Electronic Form Technical	mentioned herein.	format of Fuel charge showing cost of coal and various applicable taxes/duties/cess etc. Addendum will be issued separately.
4.	Appendix-VIII	Details of Allocated Coal Linkage	Details of Allocated Coal linkage are not provided. Kindly provide the same.	Attached as annexure-1.

Queries /Request for additional information : Power Supply Agreement (PSA-DBFOO)

Sr. No.	PSA Clause	Existing Clause / Provision	Comments / Clarifications Required & Proposed Change	Remark
1.	4.1.3 C.	Executed the Fuel Supply Agreement	FSA shall be signed at the time of COD of power plant, therefore said clause must be deleted.	Accepted
2.	14.1.1	……For the avoidance of doubt, the Parties expressly agree that if the Power Station or any Unit thereof, as the case may be is ready for COD and Supplier has given due notice to the Utility but COD is delayed reason attributable to the Utility except due to Force Majeure, the Utility shall pay to the Supplier from the Scheduled Completion Date or the date notified by Supplier for COD, whichever is later, an amount equal to 15% (fifteenper cent) of the	Payment of just 15% Fixed Charge is not justified when COD is delayed by the Utility itself. Please note that lenders will consider this clause as a big risk, since the project involves setting up of a new plant and hence 15% Fixed Charge would not at all be enough to cover the debt obligations of the Supplier.	Accepted as under: The Power Station or any Unit thereof, as the case may be, shall be deemed to be complete when the Completion Certificate or the Provisional Certificate, as the case may be, is issued under the

Sr. No.	PSA Clause	Existing Clause / Provision	Comments / Clarifications Required & Proposed Change	Remark
		Fixed Charge based on Normative Availability as Damages. However in case COD is delay due to non-availability of transmission system from the Delivery Point except due to Force Majeure, Utility shall pay to the Supplier from the Scheduled Completion Date or the date notified by Supplier for COD, whichever is later, an amount equal to 100% (Hundred per cent) of the Fixed Charge based on Normative Availability as Damages for a period till the time transmission system is made available. The Parties further agree that for determination of Tariff under Article 21, COD of the first Unit shall be deemed to be the COD of the Power Station.	Therefore, kindly allow for payment of 100% Fixed Charge in case COD is delayed due to any reason attributable to the Utility as well as for delay in transmission system from the Delivery point.	provisions of Article 13. The commercial operation date of the Power Station or any Unit, as the case may be, shall be the date on which the Power Station or such Unit is deemed fit for generating electricity and supplying it to the Grid upon issuance of such Completion Certificate or the Provisional Certificate (the "**COD**"). The Power Station or any Unit thereof shall enter into commercial service on COD whereupon the Supplier shall be entitled to demand and collect the Tariff in accordance with the provisions of Article 21. For the avoidance of doubt, the Parties expressly agree that if the Power Station or any Unit thereof, as the case may be, is ready for COD and Supplier has given due notice to the Utility but COD is delayed due to non-availability of transmission system from the Delivery Point or due to any other reason attributable to the Utility, the Utility shall pay to the Supplier from the Scheduled Completion Date or the date notified by the Supplier for COD, whichever is later, an amount equal to 100% (hundred percent) of the Fixed Charges based on Normative Availability as Damages for a period till the time transmission system is made available.

Sr. No.	PSA Clause	Existing Clause / Provision	Comments / Clarifications Required & Proposed Change	Remark
3.	21.4.2 & 21.5.2	21.4.2 Upon occurrence of a shortfall in the Minimum Fuel Stock, …… if Non-Availability shall arise as referred to in this Clause 21.4.2. 21.5.2 In the event Fuel stocks decline below the Minimum Fuel Stock…… Supplier to the Utility accordingly.	Amount of fuel stock cannot be the basis for reduction in Availability. Under the PSA, obligation of the Supplier is to supply power to the Utility at a tariff as per PSA. Therefore, until or unless the obligation of the supplier is breached, the supplier shall not be entitled for reduction in availability. This will have a significant effect on financing of the project. Hence, in view of this we request you to kindly delete clause no. 21.4.2 and 21.5.2.	No change.
4.	22.2.1	The heat energy input, in kCal, required for generation and supply of 1 (one) kWh of electricity at the Point of Grid Connection, after accounting for auxiliary consumption and transmission losses upto the Point of Grid Connection, if any, as determined by Tests and specified in the Provisional Certificate or Completion Certificate, as the case may be, shall be the net station heat rate of the Power Station (the "Station Heat Rate" or "SHR"). Provided that the SHR shall be adjusted from time to time in accordance with the provisions of Clause 24.4, to account for any reduction in Despatch. Provided further that the aforesaid SHR shall be deemed to be increased by 0.15% (zero point one five per cent) per annum on each successive anniversary of COD of Power Station and the number so arrived at shall be the applicable SHR for that year. For the avoidance of doubt and by way of illustration, the Parties expressly agree that if Tests determine that the Station Heat Rate at the Point of Grid Connection is say 2,300 kCal per kWh 27 , it shall be assumed	Currently, Net SHR is mentioned as 2300 kcal/kwh. It may kindly be noted that several central sector NTPC thermal power plant claim SHR of ~2350 kcal/kwh or above, therefore, we request you to kindly consider increasing SHR from "2300 kcal/kwh" to "2400 kcal/kwh".	Changes as requested for considering Net SHR as 2375 Kcal/KWh is accepted

Sr. No.	PSA Clause	Existing Clause / Provision	Comments / Clarifications Required & Proposed Change	Remark
		that such Station Heat Rate has been derived after accounting for auxiliary consumption and losses upto the Point of Grid Connection, if any transmission losses.		
5.	22.10.2	In the event the Supplier fails to procure Fuel under an AFSA, the Fixed Charge payable for and in respect of any Non-Availability as a result thereof shall be equal to 70% (seventy percent) of the Fixed Charge. In case, such AFSA is not approved in full or part by the Utility or the Commission, as the case may be, the Fixed Charge payable for and in respect of any Non-Availability as a result thereof shall be equal to 70% (seventy per cent) of the Fixed Charge computed in accordance with the provisions of Clause 21.4.2.	**Please modify the clause as under:** In the event the Supplier fails to procure Fuel under an AFSA, the Fixed Charge payable for and in respect of any Non-Availability as a result thereof shall be equal to 70 (seventy percent) of the Fixed Charge. In case, such AFSA is not approved in full or part by the Utility or the Commission, as the case may be, the Fixed Charge payable for and in respect of any Non-Availability as a result thereof shall be equal to ~~70~~100% (one hundred ~~seventy~~ per cent) of the Fixed Charge computed in accordance with the provisions of Clause 21.4.2. Justification for change: MSEDCL has already allowed the aforesaid change in the bidding process conducted in 2024 for 1600 MW power procurement.	Accepted. Provision maybe read as under, "In the event the Supplier fails to procure Fuel under an AFSA, the Fixed Charge payable for and in respect of any Non-Availability as a result thereof shall be equal to 70% (seventy percent) of the Fixed Charge. In case, such AFSA is not approved in full or part by the Utility or the Commission, as the case may be, the Fixed Charge payable for and in respect of any Non-Availability as a result thereof shall be equal to 100% (one hundred per cent) of the Fixed Charge computed in accordance with the provisions of Clause 21.4.2.".
6.	31.3.2	Upon Termination on account of a Utility Default, the Utility shall pay to the Supplier, by way of Termination Payment, an amount equal to the Fixed Charge that would have been due and payable for Normative Availability for a period of 6 (six) months as if the Power Station had operated for such 6 (six) months from the date of Termination.	The clause may be modified as under: Upon Termination on account of a Utility Default, the Utility shall pay to the Supplier, by way of Termination Payment, an amount equal to the Fixed Charge that would have been due and payable for Normative Availability for a period of ~~6 (six) months~~ **3 (three) years** as if the Power Station had operated for	No change.

Sr. No.	PSA Clause	Existing Clause / Provision	Comments / Clarifications Required & Proposed Change	Remark
			such ~~6 (six) months~~ **3 (three) years** from the date of Termination. **Justification:** The current bid requires development of a new power station. Hence, sufficient termination payment is essential from bankability and lender point of view. Earlier Case-1 bidding documents also allowed for 3 year termination payment. Further recently even MPPMCL (MP Discom) has provided enhanced termination payment of 3 years equivalent of Fixed Charge. Hence, proposed change may kindly be accepted.	
7.	Schedule-C	**Specifications and Standards** 2.1 The Station Heat Rate, reckoned at the Point of Grid Connection shall, after accounting for auxiliary consumption and transmission losses, not exceed 2,300 (two thousand three hundred) kCal per kWh or as Latest CEA Regulation whichever is lower] at 100% (hundred per cent) maximum continuous rating (MCR).	We request you to kindly keep SHR as 2400 kcal/kwh as requested in our query above.	Net SHR as 2375 Kcal/KWh is accepted.
8.	Annexure-III Schedule-C	**Station Heat Rate** **1 Increase in Station Heat Rate** Subject to the provisions of Paragraph 2 of this Annex-III, in the event the Utility Dispatches the Power Station at a level lower than 85% (eighty five per cent) of its entitlement in the Contracted Capacity, the SHR shall be deemed to be increased as specified below.	Due to increasing integration of Renewable energy into the Grid and subsequent fluctuations in RE power generation, frequent start up and shut down along with load fluctuations will be required in operations of thermal power plant. This will have significant impact on operational KPIs for any thermal power plant. Therefore, considering the despatch of	NO change.

Sr. No.	PSA Clause	Existing Clause / Provision	Comments / Clarifications Required & Proposed Change	Remark
			power on 15 minutes time block basis, kindly allow for increase in SHR as well as other operational parameters on a 15 minutes time block basis as well.	

Note: Kindly note that the changes accepted by the utility are subject to approval by the Hon'ble Commission.

"Queries/Request for Additional Information: RFQ, RFP & PSA-DBFOO for 1600 MW Project" – MB Power (Madhya Pradesh) Limited

S. No.	Clause No.	Current Clause	Proposed Change	Rationale for Change	Remark
RFQ-DBFOO					
1.	1.2.9 (a)	(a) Since the Bidder is expected to source linkage coal from Coal India Limited (the "CIL") or a subsidiary thereof from the Allocated Coal Linkage as per SHAKTI Policy arranged by the Utility, the cost of Fuel which shall be included in the Fuel Charge shall be a „pass through" in accordance with the terms of the PSA-DBFOO. However, the element of coal transportation and transit losses may vary from case to case and shall affect the Fuel Charge offered by each Bidder. The Bid for the Project shall, therefore, comprise the Fixed Charge and Fuel Charge, which shall be specified separately, and the Bidder seeking the lowest Tariff shall be the Selected Bidder. The Base Fixed Charge shall not be more than 70% of the Tariff and the Base Fuel Charge shall not be more than 50% of the Tariff. In this RFQ - DBFOO , the term "Lowest	(a) Since the Bidder is expected to source linkage coal from Coal India Limited (the "CIL") or a subsidiary thereof from the Allocated Coal Linkage as per SHAKTI Policy arranged by the Utility, the cost of Fuel which shall be included in the Fuel Charge shall be a "pass through" in accordance with the terms of the PSA-DBFOO. However, the element of coal transportation and transit losses may vary from case to case and shall affect the Fuel Charge offered by each Bidder. The Bid for the Project shall, therefore, comprise the Fixed Charge and Fuel Charge, which shall be specified separately, and the Bidder seeking the lowest Tariff shall be the Selected Bidder. The Base Fixed Charge shall not be	The said condition implies that the Fuel Charge to be quoted by Bidder cannot be less than 30% of total tariff. This is a restrictive condition that prevents Bidders from quoting a lower fuel charge, even when it can.	Accepted as under : The Base Fixed Charge shall not be more than 75% of the Tariff and the Base Fuel Charge shall not be more than 50% of the Tariff.

S. No.	**Clause No.**	**Current Clause**	**Proposed Change**	**Rationale for Change**	**Remark**
		Bidder" shall mean the Bidder who is offering the lowest Tariff.	more than **75%** of the Tariff and the Base Fuel Charge shall not be more than 50% of the Tariff. In this RFQ - DBFOO , the term "Lowest Bidder" shall mean the Bidder who is offering the lowest Tariff.	After GST-2.0 implementation, coal price has reduced. However, with the said condition in place, Bidder will be compelled to quote a higher Fuel Charge which will ultimately lead to higher tariff discovery. This can be avoided by permitting relaxation in the said condition and changing	

S. No.	**Clause No.**	**Current Clause**	**Proposed Change**	**Rationale for Change**	**Remark**
				the '70%' restriction on Fixed Charge to '75%'. This means that fuel charge can go down upto 25% of total tariff, thereby benefiting the state and its end consumers. In the recently concluded Madhya Pradesh bidding process, MPPMCL had relaxed the tariff condition which resulted in the lowest Fuel Charge being discovered	

S. No.	**Clause No.**	**Current Clause**	**Proposed Change**	**Rationale for Change**	**Remark**
				amongst recent bidding processes. Therefore, it is requested to allow relaxation in the tariff condition and permit bidders to quote Fuel Charge upto 25% of Total Tariff so that Bidders can choose to supply power from plants located nearer to coal source thereby resulting in lower Fuel Charge and lower Total	

S. No.	**Clause No.**	**Current Clause**	**Proposed Change**	**Rationale for Change**	**Remark**
				Tariff.	
2.	2.2.4	The Applicants shall enclose with its Application, to be submitted as per the format at Appendix-I, complete with its Annexes, the following: (i) Certificate(s) from firm of auditor / statutory auditors of the Applicant or its Associate or the concerned client(s) stating the payments made/ received or works commissioned, ,…… (ii) certificate(s) from firm of auditor / statutory auditors of the Applicant or its Associates specifying the Net Worth of the Applicant, as at the close of the preceding financial	Obtaining certificates from the Statutory Auditor involves a lengthy and cumbersome process. Therefore, we kindly request that bidders be permitted to submit certificates issued by a practicing Chartered Accountant instead as per the ICAI guidelines.	MSEDCL in its earlier bidding process had allowed for submission of CA certificates.	Accepted

S. No.	**Clause No.**	**Current Clause**	**Proposed Change**	**Rationale for Change**	**Remark**
		year, ……			
RFP-DBFOO					
3.	3.3.2 (d)	During the e-Reverse Auction Stage, the utility may mention ceiling price below which bidders have to quote Tariff. The Bidders will have the option of reducing the Tariff quoted by them at e-Tender Stage in their Bids in decrements of 1 (one) paisa or multiples thereof. For avoidance of doubt it is clarified that, reduction of tariff during E-reverse auction stage will be through reduction in only the Total tariff compling clause 3.5.2 of RFP.	The quoted tariff of L1 bidder already acts as an automatic ceiling price. Hence, no separate ceiling price is required to be notified by the Utility.		No Change.
4.	3.3.2 (d)	…… For avoidance of doubt it is clarified that, reduction of tariff during E-reverse auction stage will be through reduction in only the Total tariff compling clause 3.5.2 of RFP.	We understand that during the e-RA, bidders may change any component of the tariff, i.e., Fixed Charge and Fuel Charge, excluding Transmission charges and losses. Kindly confirm.		Yes. ISTS Transmission loss & charges are mentioned by utility will remains same and any reduction in tariff from bidder

S. No.	**Clause No.**	**Current Clause**	**Proposed Change**	**Rationale for Change**	**Remark**
					will be pertains to Fix charge & fuel charge
5.	3.5.2	Since the Bidder is expected to source linkage coal from Coal India Limited (the "CIL") or a subsidiary thereof from the Allocated Coal Linkage and including Coal Linkage as per SHAKTI Policy arranged by the Utility, the cost of Fuel which shall be included in the Fuel Charge shall be a "pass through" in accordance with the terms of the PSA-DBFOO. However, the element of coal transportation and transit losses may vary from case to case and shall affect the Fuel Charge offered by each Bidder. The Bid for the Project shall, therefore, comprise the Fixed Charge and Fuel Charge, which shall be specified separately, and the Bidder seeking the lowest Tariff shall be the Selected Bidder. The Base Fixed Charge shall not be more than 70% of the Tariff and the Base Fuel Charge shall not be more than 50% of the Tariff.	Since the Bidder is expected to source linkage coal from Coal India Limited (the "CIL") or a subsidiary thereof from the Allocated Coal Linkage and including Coal Linkage as per SHAKTI Policy arranged by the Utility, the cost of Fuel which shall be included in the Fuel Charge shall be a "pass through" in accordance with the terms of the PSA-DBFOO. However, the element of coal transportation and transit losses may vary from case to case and shall affect the Fuel Charge offered by each Bidder. The Bid for the Project shall, therefore, comprise the Fixed Charge and Fuel Charge, which shall be specified separately, and the Bidder seeking the lowest Tariff shall be the Selected Bidder. The Base Fixed Charge shall not be more than 75%	The said condition implies that the Fuel Charge to be quoted by Bidder cannot be less than 30% of total tariff. This is a restrictive condition that prevents Bidders from quoting a lower fuel charge, even when it can. In view of the	The Base Fixed Charge shall not be more than 75% of the Tariff and the Base Fuel Charge shall not be more than 50% of the Tariff.

S. No.	**Clause No.**	**Current Clause**	**Proposed Change**	**Rationale for Change**	**Remark**
			of the Tariff and the Base Fuel Charge shall not be more than 50% of the Tariff.	recently implemented GST reforms, coal price has become more competitive. However, with the said condition in place, Bidder will be compelled to quote a higher Fuel Charge which will ultimately lead to higher tariff discovery. This can be avoided by permitting relaxation in the said condition and changing	

S. No.	**Clause No.**	**Current Clause**	**Proposed Change**	**Rationale for Change**	**Remark**
				the '70%' restriction on Fixed Charge to '75%'. This means that fuel charge can go down upto 25% of total tariff, thereby benefiting the state and its end consumers. In the recently concluded Madhya Pradesh bidding process, the plants were located at an average distance of around 300 km from coal source. MPPMCL had	

S. No.	**Clause No.**	**Current Clause**	**Proposed Change**	**Rationale for Change**	**Remark**
				relaxed the tariff condition which resulted in the lowest Fuel Charge being discovered amongst recent bidding processes. Therefore, it is requested to allow relaxation in the tariff condition and permit bidders to quote Fuel Charge upto 25% of Total Tariff so that Bidders can choose to supply power from plants located nearer to	

S. No.	**Clause No.**	**Current Clause**	**Proposed Change**	**Rationale for Change**	**Remark**
				coal source thereby resulting in lower Fuel Charge and lower Total Tariff.	
6.	3.5.2	Bid evaluation of all the bidders will be done at Total tariff derived at delivery point i.e Maharashtra State periphery. The bidder have to quote tariff (Fixed Charge & variable Charge) at Point of Grid connectivity as defined in PSA and applicable ISTS Charges and Losses as provided by MSEDCL in below table No.1 and 2. For avoidance of dought it is clarified that for Project which is connected to ISTS(Located either within Maharashtra or outside Maharashtra) shall consider the ISTS chrges and Losses as provided in Table 1. In case project is connected to STU netweork of other than Maharashtra then bidders shall bear transmission charges	• Whether bidders need to add applicable ISTS charges in the tariff to be quoted by them or the Utility will itself add the said charges for bid evaluation. Please confirm. • Kindly confirm that ISTS Charges and losses will not be added in the quoted tariff of bidders whose power plant is located in Maharashtra State and connected to Intra-State network of		The cost of ISTS transmission charges and transmission losses has been specified in the RFP and shall be considered solely for the purpose of evaluating the total tariff at the STU periphery. The bidder is required to consider these values if its plant is connected to the ISTS network.

S. No.	**Clause No.**	**Current Clause**	**Proposed Change**	**Rationale for Change**	**Remark**
		and losses of the state in which said project is located. In this case, the bidder shall quote the effective tariff at ISTS point after accounting transmission charges and losses of other state.	Maharashtra.		ISTS Charges and losses will not be added in the quoted tariff of bidders whose power plant is located in Maharashtra State and connected to Intra-State network of Maharashtra.
7.	Appendix-I Letter comprising the Bid	Point No. 34 Para-2 I/we hereby submit that we would be sourcing the coal from coal linkage allocated vide Letter of Assurance /FSA dated (copy enclosed). The notified price as per Letter of Assurance /FSA is Rs. per MT and GCV of _ _ _ kCal/Kg. The ex-mine cost of coal for the above coal linkage allocation as intimated by Utility vide	The ex-mine cost of coal as mentioned herein is not given by the Utility. Kindly provide the same.		Utility will provide format of Fuel charge showing cost of coal and various applicable taxes/duties/cess etc. Addendum will be issued separately.

S. No.	**Clause No.**	**Current Clause**	**Proposed Change**	**Rationale for Change**	**Remark**
		communication dated is Rs. ` / MT.			
8.	Appendix-I Letter comprising the Bid	Point No. 34 Note No.-3 Road transportation if applicable upto nearest railway siding from the mine, must be included by the Bidder in the transportation cost. Bidder to mention the details of the Road Transportation (total distance km and total coal transportation cost (inclusive of taxes) as Rs …./tonne.	Road transportation depends on the location of mines from where coal linkage will be allocated. Therefore, Utility should allow road transportation cost as pass-through on actual basis.		It is expected that the distance of transportation of coal from the nearest railway siding of mine to the nearest railway siding of plant inclusive of Road transportation if any, should be quoted by the bidder and details of calculation should be furnished by bidder based on the details of coal linkages

S. No.	**Clause No.**	**Current Clause**	**Proposed Change**	**Rationale for Change**	**Remark**
					provided by the Utility.
9.	Appendix-I Letter comprising the Bid	Bid Format: (1) Fixed Charge for the base year as on bid (2) Cost of Fuel (3) Cost of Transportation (4) Cost of Washing	Since the coal linkage may be allocated from a combination of mines from any subsidiary of CIL, therefore, Utility should allow Cost of Fuel, cost of transportation & cost of Washing on weighted average basis from all mines.	Said change was allowed by MSEDCL in earlier bidding process.	In present bidding process, only single mine is allocated. Hence, weighted average fuel charge is not applicable.
10.	Appendix VII	Details of Allocated Coal Linkage	Kindly provide the details of Coal Linkage as specified herein, i.e., Location of Coal Mine and Quality of Coal.		Attached as annexure-1.
PSA-DBFOO					
11.	4.1.3	C. executed the Fuel Supply Agreement	C. <Omitted>	The said provision was omitted in the earlier bidding process concluded by	Accepted.

S. No.	**Clause No.**	**Current Clause**	**Proposed Change**	**Rationale for Change**	**Remark**
				MSEDCL. The successful bidder needs to obtain LOA from CIL or its subsidiary as part of Conditions Precedent. Also, SHAKTI policy states that FSA shall be signed at the time of commissioning of the power station.	
12.	11.2.1	The Supplier shall complete construction of the Power Station as specified in Schedule-B, and in conformity with the Specifications and Standards set forth in Schedule-C. The [42 (forty two) months	The Supplier shall complete construction of the Power Station as specified in Schedule-B, and in conformity with the Specifications and Standards set forth in Schedule-	Suggested modification is in line with the earlier bidding process wherein	Partly accepted. The clause shall be read as under"

S. No.	**Clause No.**	**Current Clause**	**Proposed Change**	**Rationale for Change**	**Remark**
		and 48 (forty eight) months from the Appointed Date shall be the scheduled date for completion of Unit-1 and Unit-2 of the Power Station respectively (the "Scheduled Completion Date"). The Power Station shall consist of 2 (two) units of 800 MW each and the Supplier agrees and undertakes that construction of the Power Station shall be completed on or before the Scheduled Completion Date. For the avoidance of doubt, the Parties agree that the construction of Power Station hereunder shall include construction of a dedicated transmission system for point to point transmission of electricity from the generating station to the Point of Grid Connection, as specified in Schedule-B, and in conformity with the Specifications and Standards set forth in Schedule-C (the "Dedicated Transmission System").	C. The [42 (forty two) months and 48 (forty eight) months from the Appointed Date shall be the scheduled date for completion of Unit-1 and Unit-2 of the Power Station respectively (the "Scheduled Completion Date"). The Power Station shall consist of 2 (two) units of 800 MW each and the Supplier agrees and undertakes that COD of the Power Station shall be achieved on or before the respective Scheduled Completion Date. For the avoidance of doubt, the Parties agree that the construction of Power Station hereunder shall include construction of a dedicated transmission system for point to point transmission of electricity from the generating station to the Point of Grid Connection, as specified in Schedule-B, and in conformity with the Specifications and Standards set forth in Schedule-C (the "Dedicated Transmission	Scheduled Completion Date was linked with COD of the Power station and not with only completion of construction. This will make sure that power plant is ready for supply of electricity to the Utility on or before the Scheduled Completion Date.	The Supplier shall complete construction of the Power Station as specified in Schedule-B, and in conformity with the Specifications and Standards set forth in Schedule-C. The [42 (forty two) months and 48 (forty eight) month from the Appointed Date shall be the scheduled date for completion of Unit-1 and Unit-2 of the Power Station respectively (the "Scheduled Completion Date"). The Power Station shall consist of 2 (two) units of 800

S. No.	**Clause No.**	**Current Clause**	**Proposed Change**	**Rationale for Change**	**Remark**
			System”).		MW each and the Supplier agrees and undertakes that COD of the Power Station shall be achieved on or before the respective Scheduled Completion Date. For the avoidance of doubt, the Parties agree that the construction of Power Station hereunder shall include construction of a dedicated transmission system for point to point transmission of electricity from the generating station to the Point of Grid Connection, as specified in Schedule-B, and in conformity with the

S. No.	**Clause No.**	**Current Clause**	**Proposed Change**	**Rationale for Change**	**Remark**
					Specifications and Standards set forth in Schedule-C (the "Dedicated Transmission System").
13.	14.1.1	**Commercial Operation Date (COD)** The Power Station or any Unit thereof, as the case may be, shall be deemed to be complete when the Completion Certificate or the Provisional Certificate, as the case may be, is issued under the provisions of Article 13. The commercial operation date of the Power Station or any Unit, as the case may be, shall be the date on which the Power Station or such Unit is deemed fit for generating electricity and supplying it t o the Grid upon issuance of such Completion Certificate or the Provisional Certificate (the "COD"). The Power Station or any Unit thereof shall enter into commercial service on COD whereupon the Supplier shall be entitled to demand and collect the Tariff in accordance with the provisions of	**Commercial Operation Date (COD)** The Power Station or any Unit thereof, as the case may be, shall be deemed to be complete when the Completion Certificate or the Provisional Certificate, as the case may be, is issued under the provisions of Article 13. The commercial operation date of the Power Station or any Unit, as the case may be, shall be the date on which the Power Station or such Unit is deemed fit for generating electricity and supplying it to the Grid upon issuance of such Completion Certificate or the Provisional Certificate (the "COD").	Suggested changes are in accordance with the clause as allowed by MSEDCL in earlier bidding process. Clearly it is the Utility due to which COD is getting delayed, therefore the Supplier should be entitled to get 100% of the	Accepted as under The Power Station or any Unit thereof, as the case may be, shall be deemed to be complete when the Completion Certificate or the Provisional Certificate, as the case may be, is issued under the provisions of Article 13. The commercial operation date of the Power Station or any Unit, as the case may be, shall be the date

S. No.	**Clause No.**	**Current Clause**	**Proposed Change**	**Rationale for Change**	**Remark**
		Article 21. For the avoidance of doubt, the Parties expressly agree that if the Power Station or any Unit thereof, as the case may be is ready for COD and Supplier has given due notice to the Utility but COD is delayed reason attributable to the Utility except due to Force Majeure, the Utility shall pay to the Supplier from the Scheduled Completion Date or the date notified by Supplier for COD, whichever is later, an amount equal to 15% (fifteenper cent) of the Fixed Charge based on Normative Availability as Damages. However in case COD is delay due to non-availability of transmission system from the Delivery Point except due to Force Majeure, Utility shall pay to the Supplier from the Scheduled Completion Date or the date notified by Supplier for COD, whichever is later, an amount equal to 100% (Hundred per cent) of the Fixed Charge based on Normative Availability as Damages for a period till the time transmission system is made available.The Parties further agree that for determination of Tariff under Article 21, COD of the first Unit shall be	The Power Station or any Unit thereof shall enter into commercial service on COD whereupon the Supplier shall be entitled to demand and collect the Tariff in accordance with the provisions of Article 21. For the avoidance of doubt, the Parties expressly agree that if the Power Station or any Unit thereof, as the case may be is ready for COD and Supplier has given due notice to the Utility but COD is delayed reason attributable to the Utility except due to Force Majeure, the Utility shall pay to the Supplier from the Scheduled Completion Date or the date notified by Supplier for COD, whichever is later, an amount equal to 100% (one hundred per cent) of the Fixed Charge based on Normative Availability as Damages. However in case COD is delay due to non-availability of transmission system from the Delivery Point except due to Force Majeure, Utility shall pay to the	Fixed Charges.	on which the Power Station or such Unit is deemed fit for generating electricity and supplying it to the Grid upon issuance of such Completion Certificate or the Provisional Certificate (the "**COD**"). The Power Station or any Unit thereof shall enter into commercial service on COD whereupon the Supplier shall be entitled to demand and collect the Tariff in accordance with the provisions of Article 21. For the avoidance of doubt, the Parties expressly agree that if the

S. No.	**Clause No.**	**Current Clause**	**Proposed Change**	**Rationale for Change**	**Remark**
		deemed to be the COD of the Power Station.	Supplier from the Scheduled Completion Date or the date notified by Supplier for COD, whichever is later, an amount equal to 100% (Hundred per cent) of the Fixed Charge based on Normative Availability as Damages for a period till the time transmission system is made available. The Parties further agree that for determination of Tariff under Article 21, COD of the first Unit shall be deemed to be the COD of the Power Station.		Power Station or any Unit thereof, as the case may be, is ready for COD and Supplier has given due notice to the Utility but COD is delayed due to non-availability of transmission system from the Delivery Point or due to any other reason attributable to the Utility, the Utility shall pay to the Supplier from the Scheduled Completion Date or the date notified by the Supplier for COD, whichever is later, an amount equal to 100% (hundred percent) of the Fixed Charges

S. No.	**Clause No.**	**Current Clause**	**Proposed Change**	**Rationale for Change**	**Remark**
					based on Normative Availability as Damages for a period till the time transmission system is made available.
14.	18.1	**Installed Capacity** The Supplier acknowledges and agrees that it shall set up and operate the Power Station with an installed capacity of 800 / 1600 MW (the "Installed Capacity") which shall include Committed Capacity and Merchant Capacity in accordance with the provisions of this Agreement.	**Installed Capacity** The Supplier acknowledges and agrees that it shall set up and operate the Power Station with an installed capacity of 800 / 1600 MW (the "Installed Capacity").	Suggested change was allowed by MSEDCL in earlier bidding process. Provision of Merchant capacity should be omitted, since whole capacity will be contracted with the Utility under the PSA.	Accepted.

S. No.	**Clause No.**	**Current Clause**	**Proposed Change**	**Rationale for Change**	**Remark**
15.	21.2.3	In the event the actual Station Heat Rate is higher than the Station Heat Rate specified in the Completion Certificate the Initial Fixed Charge shall be decreased such that for every increase of 1% (one per cent) as compared to the Station Heat Rate specified in Schedule-C, the amount specified in Clause 21.2.1 shall be decreased by 2% (two per cent) thereof. Provided, however, that in case the source of Fuel is situated within 100 (one hundred) kilometres of the Power Station, such decrease shall be restricted to 1.5% (one point five per cent) and if the Fuel is procured from overseas or from the open domestic market, such decrease shall be the lower of, (a) 3% (three per cent) for every reduction of 1% (one per cent) in SHR; and (b) actual costs. For the purpose of calculation of SHR degradation percentage, any degradation in fraction of 1% shall be ignored. For illustration, an degradation of 1.55% in SHR shall be considered as 1%.	In the event the Completion Certificate specifies a Heat Rate that is higher than the Station Heat Rate specified in Schedule-C, the Completion Certificate the Initial Fixed Charge shall be decreased such that for every increase of 1% (one per cent) as compared to the Station Heat Rate specified in Schedule-C, the amount specified in Clause 21.2.1 shall be decreased by 2% (two per cent) thereof. Provided, however, that in case the source of Fuel is situated within an average distance of 100 (one hundred) kilometres of the Power Station, such decrease shall be restricted to 1.5% (one point five per cent). For the purpose of calculation of SHR degradation percentage, any degradation in fraction of 1% shall be ignored. For illustration, an degradation of 1.55% in SHR shall	Suggested changes were allowed by MSEDCL in the earlier conducted bidding process. Since the coal linkage may be allocated from a combination of mines from any subsidiary of CIL, therefore, Utility should allow average distance from all the mines. Also, since domestic coal is	Not Accepted.

S. No.	**Clause No.**	**Current Clause**	**Proposed Change**	**Rationale for Change**	**Remark**
			be considered as 1%.	allocated under SHAKTI scheme, hence procurement of coal from overseas should be deleted.	
16.	21.4.2	21.4.2 Upon occurrence of a shortfall in the Minimum Fuel Stock, Availability shall be deemed to be reduced in accordance with the provisions of Clause 21.5.2 and the Non-Availability arising as a consequence thereof shall, …….	We request Utility to kindly omit this clause.	Suggested change is in line with earlier bidding process concluded by MSEDCL. The provision for penalty due to reduction in Availability already exists in PSA. Deleting this clause will increase financial viability of	No change.

S. No.	**Clause No.**	**Current Clause**	**Proposed Change**	**Rationale for Change**	**Remark**
				document and will result in a lower tariff discovery.	
17.	21.5.2	In the event Fuel stocks decline below the Minimum Fuel Stock, Availability shall be deemed to be reduced proportionate to the reduction in Minimum Fuel Stock, and shall be deemed as Non-Availability on account of Fuel Shortage. Provided that the Utility may, in its sole discretion, Despatch the Power Station for the full or part Non-Availability hereunder and to the extent of such Despatch, the Utility shall pay the full Fixed Charge due and payable in accordance with this Agreement. For the avoidance of doubt and by way of illustration, if the actual stock of Fuel is 80% (eighty per cent) of the Minimum Fuel Stock at the commencement of any day, the Availability for that day shall be deemed to be 80% (eighty per cent) and the Non-Availability on account of Fuel Shortage	We request Utility to kindly omit this clause.	Suggested change is in line with earlier bidding process concluded by MSEDCL. The provision for penalty due to reduction in Availability already exists in PSA. Deleting this clause will increase financial viability of document and	No change.

S. No.	**Clause No.**	**Current Clause**	**Proposed Change**	**Rationale for Change**	**Remark**
		shall be notified by the Supplier to the Utility accordingly.		will result in a lower tariff discovery.	
18.	22.2.1 and Schedule C Specifications and Standards	22.2.1 The heat energy input, in kCal, required for generation and supply of 1 (one) kWh of electricity at the Point of Grid Connection, after accounting for auxiliary consumption and transmission losses upto the Point of Grid Connection, if any, as determined by Tests and specified in the Provisional Certificate or Completion Certificate, as the case may be, shall be the net station heat rate of the Power Station (the "Station Heat Rate" or "SHR"). Provided that the SHR shall be adjusted from time to time in accordance with the provisions of Clause 24.4, to account for any reduction in Despatch. Provided further that the aforesaid SHR shall be deemed to be increased by 0.15% (zero point one five per cent) per annum on each successive anniversary of COD of Power Station and the number so arrived at shall be the	22.2.1 The heat energy input, in kCal, required for generation and supply of 1 (one) kWh of electricity at the Point of Grid Connection, after accounting for auxiliary consumption and transmission losses upto the Point of Grid Connection, if any, as determined by Tests and specified in the Provisional Certificate or Completion Certificate, as the case may be, shall be the net station heat rate of the Power Station (the "Station Heat Rate" or "SHR"). Provided that the SHR shall be adjusted from time to time in accordance with the provisions of Clause 24.4, to account for any reduction in Despatch. Provided further that the aforesaid SHR shall	Station Heat Rate of 2375 kCal/kWh was allowed by MSEDCL in the earlier bidding process as well. SHR of 2300 kCal/kWh is highly unlikely to achieve at the Point of Grid Connection, therefore, we request you to kindly retain the provision as allowed earlier.	Changes as requested for considering Net SHR as 2375 Kcal/KWh is accepted.

S. No.	**Clause No.**	**Current Clause**	**Proposed Change**	**Rationale for Change**	**Remark**
		applicable SHR for that year. For the avoidance of doubt and by way of illustration, the Parties expressly agree that if Tests determine that the Station Heat Rate at the Point of Grid Connection is say 2,300 kCal per kWh, it shall be assumed that such Station Heat Rate has been derived after accounting for auxiliary consumption and losses upto the Point of Grid Connection, if any transmission losses. Sch-C **2 Station Heat Rate** 2.1 The Station Heat Rate, reckoned at the Point of Grid Connection shall, after accounting for auxiliary consumption and transmission losses, not exceed 2,300 (two thousand three hundred) kCal per kWh or as Latest CEA Regulation whichever is lower] at 100% (hundred per cent)	be deemed to be increased by 0.15% (zero point one five per cent) per annum on each successive anniversary of COD of Power Station and the number so arrived at shall be the applicable SHR for that year. For the avoidance of doubt and by way of illustration, the Parties expressly agree that if Tests determine that the Station Heat Rate at the Point of Grid Connection is say 2,375 kCal per kWh, it shall be assumed that such Station Heat Rate has been derived after accounting for auxiliary consumption and losses upto the Point of Grid Connection, if any transmission losses. Sch-C	We request you to kindly modify the clause 22.2.1 and 2.1 of Sch-C as suggested.	

S. No.	**Clause No.**	**Current Clause**	**Proposed Change**	**Rationale for Change**	**Remark**
		maximum continuous rating (MCR).	**2 Station Heat Rate** 2.1 The Station Heat Rate, reckoned at the Point of Grid Connection shall, after accounting for auxiliary consumption and transmission losses, not exceed 2,375 (two thousand three hundred seventy five) kCal per kWh at 100% (hundred per cent) maximum continuous rating (MCR).		
19.	22.10.2	In the event the Supplier fails to procure Fuel under an AFSA, the Fixed Charge payable for and in respect of any Non-Availability as a result thereof shall be equal to 70% (seventy percent) of the Fixed Charge. In case, such AFSA is not approved in full or part by the Utility or the Commission, as the case may be, the Fixed Charge payable for and in respect of any Non-Availability as a result thereof shall be equal to 70% (seventy per cent) of the Fixed Charge computed in accordance with the provisions of Clause 21.4.2.	In the event the Supplier fails to procure Fuel under an AFSA, the Fixed Charge payable for and in respect of any Non-Availability as a result thereof shall be equal to 70% (seventy percent) of the Fixed Charge. In case, such AFSA is not approved in full or part by the Utility or the Commission, as the case may be, the Fixed Charge payable for and in respect of any Non-Availability as a result thereof shall be equal to 100% (one hundred per cent) of the Fixed Charge.	Suggested change was allowed by MSEDCL in the earlier bidding process. Supplier should be encouraged to arrange alternate fuel arrangement in case of shortfall	Accepted. Provision maybe read as under, "In the event the Supplier fails to procure Fuel under an AFSA, the Fixed Charge payable for and in respect of any Non-Availability as a result thereof shall be equal to 70% (seventy percent) of

S. No.	**Clause No.**	**Current Clause**	**Proposed Change**	**Rationale for Change**	**Remark**
				of fuel.	the Fixed Charge. In case, such AFSA is not approved in full or part by the Utility or the Commission, as the case may be, the Fixed Charge payable for and in respect of any Non-Availability as a result thereof shall be equal to 100% (one hundred per cent) of the Fixed Charge computed in accordance with the provisions of Clause 21.4.2.”.

S. No.	**Clause No.**	**Current Clause**	**Proposed Change**	**Rationale for Change**	**Remark**
20.	24.4	**Ramp up of Despatch** In the event the Utility Despatches less than 2% (two per cent) of its entitlement in the Contracted Capacity at any time and requires ramping up of generation thereafter, it shall allow a period of 8 (eight) hours to the Supplier for reaching Availability equal to such entitlement in the Contracted Capacity and shall make an additional payment on account of increase in SHR computed in accordance with the provisions of Schedule-C for and in respect of different levels of generation during the course of ramping up. For the avoidance of doubt, the Parties agree that in the event the Supplier fails to reach such Availability within 8 (eight) hours, the shortfall thereof shall be deemed to be Mis-declaration under the provisions of Clause 21.5.5. The Parties further agree that the liability of the Utility hereunder shall at all times be reckoned with reference to its entitlement in the Contracted Capacity.	**Ramp up of Despatch** In the event the Utility Despatches less than 2% (two per cent) of its entitlement in the Contracted Capacity at any time and requires ramping up of generation thereafter, it shall allow a period of 12 (twelve) hours to the Supplier for reaching Availability equal to such entitlement in the Contracted Capacity and shall make an additional payment on account of increase in SHR computed in accordance with the provisions of Schedule-C for and in respect of different levels of generation during the course of ramping up. For the avoidance of doubt, the Parties agree that in the event the Supplier fails to reach such Availability within 12 (twelve) hours, the shortfall thereof shall be deemed to be Mis-declaration under the provisions of Clause 21.5.5. The Parties further agree that the liability	Ramp rate of 12 hours was allowed by MSEDCL in the earlier bidding process, therefore, request Utility to kindly modify the clause as suggested.	No change. Provision of 12 hours is for cold start which is in line with the State grid code and IEGC regulation.

S. No.	**Clause No.**	**Current Clause**	**Proposed Change**	**Rationale for Change**	**Remark**
			of the Utility hereunder shall at all times be reckoned with reference to its entitlement in the Contracted Capacity.		
21.	31.3.2	The Termination Payment payable to Supplier due to Utility Default is 6 months equivalent of Fixed Charge	The Termination Payment payable to Supplier due to Utility Default may be increased to 2 years equivalent of Fixed Charge	An enhanced termination payment provides greater comfort to lenders, making the project more bankable and thus enables bidders to quote lower tariff. Enhanced termination payment has already been	No change.

S. No.	**Clause No.**	**Current Clause**	**Proposed Change**	**Rationale for Change**	**Remark**
				allowed by Discoms such as MP and UP in recent similar bidding processes.	
22.	Schedule-C Annexure-III Station Heat Rate	**Increase in Station Heat Rate** Subject to the provisions of Paragraph 2 of this Annex-III, in the event the Utility Dispatches the Power Station at a level lower than 85% (eighty five per cent) of its entitlement in the Contracted Capacity, the SHR shall be deemed to be increased as specified below.	**Increase in Station Heat Rate** Subject to the provisions of Paragraph 2 of this Annex-III, in the event the Utility Dispatches the Power Station at a level lower than 85% (eighty five per cent) of its entitlement in the Contracted Capacity, the SHR shall be deemed to be increased on a 15 (fifteen) minute time block basis as specified below.	Since the despatch of power is done on a 15 min. time block basis, therefore we request you to modify the clause as suggested. Said change was allowed by MSEDCL in earlier bidding process.	No change

Note: Kindly note that the changes accepted by the utility are subject to approval by the Hon'ble Commission

Annexure-1

कोल इण्डिया लिमिटेड
(महारत्न कंपनी)
(भारत सरकार उपक्रम)
.....डिविजन,
'कोल भवन', प्रेमिसिज सं.04 एमएआर,
प्लॉट सं.-एएफ-III, एक्शन एरिया-1 ए, न्यूटाउन, राजरहाट,
कोलकाता-700 156
वेबसाइट: www.coalindia.in
सी आई एन सं. L23109WB1973GOI028844

5 DECADES OF UNEARTHING ENERGY

COAL INDIA LIMITED
(A Maharatna Company)
(A Govt. of India Undertaking)
.....Division,
'Coal Bhawan', Premises No.04-MAR,
Plot No-AF-III, Action Area -1A,
New Town, Rajarhat
Kolkata – 700 156
Website: www.coalindia.in
CIN No.L23109WB1973GOI028844

Ref. No.: CIL/M&S/SHAKTI-B(iv)/ 185 Dated: 28 .03.2025

To,
The Director (Commercial),
Maharashtra State Electricity Distribution Co. Ltd
Govt. of Maharashtra

Sub: Earmarking under SHAKTI B(iv) to the State of Maharashtra for 1600 MW

Dear Sir,
You are kindly aware that SLC(LT) in the meeting held on 11.03.2025/13.03.2025, recommended the allocation of coal linkages for 1600 MW to the state of Maharashtra under para B(iv) of the SHAKTI policy.

In reference to the above, I am directed to convey the following field-wise earmarking of coal:

POWER FLOW	COAL COMPANY	FIELD	EARMARKING FOR CAPACITY (IN MW)	REPRESE-NTATIVE GRADE	QUANTITY FOR PITHEAD PLANT (MT)	QUANTITY FOR NON-PITHEAD PLANT (MT)
FY 2034-35	MCL	IB FIELD	1600	G13	**8.16**	**8.21**

The above are tentative grades & quantities of coal. MCL reserves the right to amend the sources and grades of coal supply on account of operational feasibility or any other issue.

The above coal quantity for the above capacity has been earmarked considering supercritical plants as per extant Normative Coal Requirement norms issued by CEA dated 08.03.2024 (attached), which inter-alia mentions/provides the following:

- Normative coal requirement of Thermal Power Plants on adjusted GCV.
- The adjusted GCV is after considering the storage loss as per extant CERC regulations and GCV loss due to the difference between GCV (ARB) and GCV (EQ).
- Storage loss of 85 Kcal/kg and transit loss of 0.2% & 0.8% for pithead & non-pithead plants respectively as per extant CERC regulations

As per SHAKTI policy, the above-earmarked quantity shall expire post 2 years from the date of issuance of this letter, if remaining unutilized.

This issues with the approval of the Competent Authority.

Yours sincerely,

28/03/25

GM (FSA/Linkage)

Copy for kind information to:

- SO (CPD), MoC
- Chief Engineer (FM), CEA
- GM (M&S), MCL- *As per the 33rd CLOA, G13 is considered for the calculation of coal quantity*