

Queries/ Request for Additional Information: Bidding for Hydro Power Project
(Ref No CESC tender no. CESC/Medium/Supply from hydro-electric power station/24-25/ET/01)

(A) Clarifications being issued based on WBERC's Order dated 06.03.24 on CESC Medium Term Hydro tender

Sl. No.	Name of the Document	Clause No and Existing Provision	Queries/ Clarification Required	Suggested text for the amendment	Rationale for clarification/ amendment	Comments of CESC/Amended Clause
1.	APP	<p>Recital (A):</p> <p>The Utility has resolved to procure electricity from a power generating station that would deliver a Contracted Capacity of 200 MW at the Delivery Point in accordance with the terms and conditions to be set forth in an agreement for procurement of power to be entered into under and in accordance with the provisions of the Electricity Act, 2003</p>				<p>Recital (A):</p> <p>The Utility has resolved to procure electricity from a power generating station that would deliver a Contracted Capacity of ***MW at the Delivery Point in accordance with the terms and conditions to be set forth in an agreement for procurement of power to be entered into under and in accordance with the provisions of the Electricity Act, 2003</p>
2.	APP-5.4 Obligations relating to transmission losses	<p>A. Inter-State Transmission losses:</p> <p>The Utility shall be not liable for inter-state transmission losses under Applicable Laws. </p>				<p>The Utility shall not be liable for inter-state transmission losses under Applicable Laws. </p>
3.	APP 10.1	<p>Contracted Capacity</p> <p>Pursuant to the provisions of this Agreement, the Supplier shall dedicate a capacity of 200</p>				<p>Contracted Capacity</p> <p>Pursuant to the provisions of this Agreement, the Supplier shall dedicate a capacity of *** MW to the Utility as the capacity contracted at</p>

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		MW to the Utility as the capacity contracted at Delivery Point hereunder (the “ Contracted Capacity at Delivery Point ”) ¹⁸ and the Contracted Capacity shall at all times be operated and utilised in accordance with the provisions of this Agreement.				Delivery Point hereunder [for and in respect of Designated Hours] (the “ Contracted Capacity at Delivery Point ”) and the Contracted Capacity shall at all times be operated and utilised in accordance with the provisions of this Agreement.
4.	APP-11.4 Computation of Fixed Charge	11.4.1 Subject to the provisions of this Clause 11.4, the Fixed Charge shall be the Fixed Charge payable for Availability in each applicable month of the relevant Accounting Year.				11.4.1 Subject to the provisions of this Clause 11.4, the Fixed Charge, shall be the Fixed Charge payable for Availability in each applicable month of the relevant Accounting Year.
5.	APP 11.4 Computation of Fixed Charge	11.4.2 The obligations of the Utility to pay Fixed Charges shall in no case exceed an amount equal to the Fixed Charge for the contractual period (May to September) in any Accounting Year corresponding to the Normative Availability of 85% (eighty-five per cent) computed with reference to the Contracted Capacity at Delivery Point (the “Capacity Charge”) in terms of Clause 5.1.2, subject to maintaining at least 85%				11.4.2 The obligations of the Utility to pay Fixed Charges for the Contractual period (May to October) in any Accounting Year shall in no case exceed an amount equal to the Fixed Charge corresponding to the Normative Availability of 85% (eighty five per cent) computed with reference to the Contracted Capacity at Delivery Point (the “Capacity Charge”) in terms of Clause 5.1.2, subject to maintaining at least 85% availability by the Supplier at the Delivery Point corresponding to the Contracted Capacity at the Delivery Point.

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		<p>availability by the Supplier at the Delivery Point corresponding to the Contracted Capacity at the Delivery Point.</p> <p>11.4.3 Provided that if Availability in a particular month falls below 85%, the Utility shall pay Fixed Charge corresponding to actually achieved Availability on a pro-rata basis, as ascertained from the record (s) / certificate (s) of the Load Despatch Centre (s).</p> <p>Provided that the Availability to be considered for calculation of Fixed Charges shall be calculated on cumulative basis (for the contractual period of May to September) and reconciled annually for the specified months (May to September) for each year of the contract period.</p> <p>It is being clarified that for energy beyond 85% Normative Availability, only Energy Charges shall be payable by the Utility.</p>				<p>11.4.3 Provided that if Availability in a particular month falls below 85%, the Utility shall pay Fixed Charge corresponding to actually achieved Availability on a pro-rata basis, as ascertained from the record (s) / certificate(s) of the Load Despatch Centre (s).</p> <p>Provided that the Availability to be considered for calculation of Fixed Charges shall be calculated on cumulative basis (for the contractual period of (May to October) and reconciled annually for the specified months (May to October) for each year of the contract period.</p> <p>It is being clarified that for energy beyond 85% Normative Availability, only Energy Charge shall be payable by the Utility.</p> <p>WBERC is being approached with the request to allow this deviation.</p>

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6.	APP 11.4	11.4.4 In the event that any shortfall in supply of electricity to the Utility occurs on account of deficiency in intra state transmission system in accordance with the provision of Clause 5.3,.....				11.4.4 11.4.3 In the event that any shortfall in supply of electricity to the Utility occurs on account of deficiency in intra state transmission system in accordance with the provision of Clause 5.3 ,.....
7.	APP 11.4	11.4.4 In the event that any shortfall in supply of electricity to the Utility occurs on account of deficiency in intra state transmission system in accordance with the provision of Clause 5.3				11.4.4 Omitted
8.	APP 13.2.3	13.2.3 If for any reason whatsoever, any amount due and payable in respect of the Monthly Invoice for and in respect of the preceding month is not paid in accordance with the provisions of the Agreement for Procurement of Power, the Supplier may, at any time after the 27th (twenty seventh) day of the month in which the Payment Due Date falls on the strength of Letter of Credit.				13.2.3 If for any reason whatsoever, any amount due and payable in respect of the Monthly Invoice for and in respect of the preceding month is not paid in accordance with the provisions of the Agreement for Procurement of Power, the Supplier may, at any time after the 27th (twenty seventh) day of the month in which the Payment Due Date falls, on the strength of Letter of Credit to recover such amount. WBERC is being approached with the request to allow this deviation.
9.	APP 13.3.1	13.3.1 In the event the Utility fails to pay the Monthly				13.3.1 In the event the Utility fails to pay the Monthly Invoice on or before the relevant

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		Invoice on or before the relevant Payment Due Date(s) or the amount covered by the Letter of Credit is at any time less than the Monthly Payment or is insufficient for recovery of payment due against the Monthly Invoice or the Supplier is unable to recover its Tariff through the Letter of Credit, as the case may be, and if the Tariff or part thereof remains unpaid for a period of 1 (one) month from the Payment Due Date, then the recovery shall be made in accordance with the procedure provided in the applicable rules issued by the Ministry of Power, as amended from time to time				Payment Due Date(s) or the amount covered by the Letter of Credit is at any time less than the Monthly Payment or is insufficient for recovery of payment due against the Monthly Invoice or the Supplier is unable to recover its Tariff through the Letter of Credit, as the case may be , and if the Tariff or part thereof remains unpaid for a period of 1 (one) month from the Payment Due Date, then the recovery shall be made in accordance with the procedure provided in the applicable rules issued by the Ministry of Power, as amended from time to time
10.	APP 13.4	<p>13.4 Payment security for Termination</p> <p>The Parties agree and acknowledge that upon Termination and on failure of the Utility to make the Termination Payment within 30 (thirty) days of demand by the Supplier, the Supplier will be at liberty to invoke the</p>				<p>13.4 Payment security for Termination</p> <p>The Parties agree and acknowledge that upon Termination and on failure of the Utility to make the Termination Payment within 30 (thirty) days of demand by the Supplier, the Supplier will be at liberty to invoke the Stand by Letter of Credit to the extent of Termination Payment due.</p>

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		Stand by Letter of Credit to the extent of Termination Payment due.--				
11.	APP 23.1.3	23.1.3 If in spite of their best efforts, the parties fail to resolve the dispute, the same shall be referred for resolution to the Hon'ble West Bengal Electricity Regulatory Commission (WBERC) in terms of Elec Act, 2003.				If in spite of their best efforts, the parties fail to resolve the dispute, the same shall be referred for resolution to the West Bengal Electricity Regulatory Commission in terms of Electricity Act, 2003.
12.	APP 24.3	24.3 Withholding disclosure of Protected Documents Notwithstanding the provisions of Clauses 24.1 and 34.2, but subject to Applicable Laws, the Utility shall be entitled to direct the Supplier, from time to time, to withhold the disclosure of Protected Documents (as defined herein below) to any person in pursuance of the aforesaid Clauses.				Withholding disclosure of Protected Documents Notwithstanding the provisions of Clauses 24.1 and 34.2 24.2 , but subject to Applicable Laws, the Utility shall be entitled to direct the Supplier, from time to time, to withhold the disclosure of Protected Documents (as defined herein below) to any person in pursuance of the aforesaid Clauses.

(B) Clarifications related to Renewable attributes

Sl. No.	Name of the Document	Clause No and Existing Provision	Queries/ Clarification Required	Suggested text for the amendment	Rationale for clarification/ amendment	Comments of CESC/Amended Clause
	APP		Whether supply to have Renewable Attributes.			Suitable amendment would be made in APP to ensure power supply under APP shall be towards RPO compliance of CESC.

(C) Clarifications being issued based on Bidder's Queries on CESC Medium Term Hydro tender

Sl. No.	Name of the Document	Clause No and Existing Provision	Queries/ Clarification Required	Suggested text for the amendment	Rationale for clarification/ amendment	Comments of CESC/Amended Clause
1.	APP 12.2	<p>Variable Charge</p> <p>12.2 The Parties agree that the variable charge, in accordance with the offer of the Supplier for the entire contract period, shall be Rs. (Rupees)\$ per kWh, [comprising Rs.... (Rupees...)²³per kWh as the generating cost (the "Variable Charge") which shall not be revised and would remain firm for the entire contract period.</p>	<p>Please clarify what components the Base Variable Charge shall comprise of.</p> <p>The definitions given in RFQ and APP are not in sync.</p>	<p>Suggested text for definition of Base Variable charge in APP:</p> <p>12.2 Variable Charge</p> <p>The Parties agree that the variable charge, in accordance with the offer of the Supplier for the Base Year, shall be Rs. ... (Rupees) per kWh, [comprising Rs.... (Rupees...) per kWh as the cost of generating cost, Rs....(Rupees....) per kWh as the</p>	.	<p>The definition of Delivery Point in APP is:</p> <p>"Delivery Point" means any point in the Inter-State Transmission System having interface with the West Bengal STU where the electricity supplied under this Agreement is received by the Supplier.</p> <p>Variable Charge</p> <p>The Parties agree that the variable charge, in accordance</p>

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				cost of transmission charges and Rs.....(Rupees....) per kWh as the cost of transmission losses.		<p>with the offer of the Supplier for the entire contract period, shall be Rs. (Rupees)\$ per kWh, [comprising Rs....(Rupees...)per kWh as the generating cost (the “Variable Charge”) which shall not be revised and would remain firm for the entire contract period</p> <p>It is being clarified that the “Variable Charge” includes generating cost, the cost of transmission charges and Rs.....(Rupees....) per kWh as the cost of transmission loss which shall not be revised and would remain firm for the entire contract period.</p>
2.	APP 26.1	Definitions 26.1 Developer shall mean the owner of the Power Station from which the supplier shall supply the Power to the Utility(ies);		It may be revised as below: Developer shall mean the owner and operator of the Power Station from which the supplier shall supply the Power to the Utility(ies) or a State Government or any State controlled entity which wants to supply power either directly or through a Trading Licensee.	State Government or any State controlled entity shall be permitted to participate in the bid through Trading Licensees. State government can supply from their share of free power / pooled power from hydro-electric stations.	<p>We believe that the definition of “Developer” has been taken from RFQ.</p> <p>The definition of “Developer” in APP is being amended as below:</p> <p>Developer shall mean the owner of the Power Station from which the supplier shall supply the Power to the Utility(ies) or a State Government or any State controlled entity which wants to</p>

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						<p><i>supply power either directly or through a Trading Licensee.</i></p> <p>WBERC is being approached with the request to allow this deviation.</p>
3.	APP 26.1	<p>Definitions</p> <p>26.1 Trading Licensee(s) shall mean the Applicant/Bidder which is an Electricity Trader or a Distribution Licensee in terms of the Electricity Act, 2003 and submits its Application on the basis of an exclusive power purchase agreement executed with the entity with identified generation source from where the power is proposed to be supplied by the Applicant/Bidder.</p>		<p>It may be revised as below: shall mean the Electricity Trader or a Distribution Licensee in terms of the Electricity Act, 2003 and submits its Application on the basis of an exclusive power purchase agreement <i>or any other relevant agreement executed</i> with the entity with identified generation source from where the power is proposed to be supplied by the Bidder.</p>	<p>State Governments may not have signed a power purchase agreement with generator and may have signed any other agreement. Hence, the proposed revision.</p>	<p>We believe that the definition of “Trading Licensee(s)” has been taken from RFQ.</p> <p>The definition of “Trading Licensee(s) is being amended as below:</p> <p>Trading Licensee(s) Shall mean the Applicant/ Bidder which is an Electricity Trader or a Distribution Licensee in terms of the Electricity Act, 2003 and submits its Application on the basis of an exclusive power purchase agreement <i>or any other relevant agreement</i> executed with the entity with identified generation source from where the power is proposed to be supplied by the Applicant/Bidder.</p>

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						WBERC is being approached with the request to allow this deviation
4.	RFQ 1.1.1	1.1.1 Delivery Point any point in the Inter-State Transmission System having interface with the West Bengal STU		Contracted capacity shall be considered at ex-bus of the generation station or State Periphery of <i>State Government or any State controlled entity.</i>	It is very difficult to forecast transmission charges losses for STU connected sellers. As per prevailing regulations, GNA Contract is needed to be mentioned for a fixed quantum which is impossible due to not perfect forecast of STU transmission losses. Further, the bidder may be permitted to quote present STU charges which may be reimbursed based on actuals.	Existing provision shall prevail.
5.	RFQ 1.1.1	1.1.1 Months of Supply May to September		<i>Months of Supply</i> <i>June to September</i>	RTC Generation from hydro power plants is uncertain in the month of May. Hence, it is suggested to revise the delivery	The Months of Supply is being amended to May to October. Appropriate changes will be made in the APP before its execution.

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					schedule to June-Sep for RTC supply.	Please refer to Clause 11.6.2 of APP. Damages will be reconciled for every Accounting Year. WBERC is being approached with the request to allow this deviation.
6.	RFQ	<p>1.1.1 Minimum Bid Capacity (MW) 5 MW</p> <p>& 1.1.5 All Bidders shall indicate the particulars of the relevant Power Station in the form specified at Annex-V of Appendix-I and at National e-Bidding Portal ("DEEP Portal") developed by PFC Consulting Ltd. Bidders may bid for the capacity specified in Clause 1.1.1, or a part thereof, not being less than 10% (ten per cent) of such capacity or 100 (hundred) MW, whichever is lower. The remaining capacity, if any, may be procured from</p>	Please clarify that the Minimum Bid Capacity (in MW) shall be 5 MW or 20 MW.			<p>The Revised Clause 1.1.5 as follows:</p> <p>All Bidders shall indicate the particulars of the relevant Power Station in the form specified at Annex-V of Appendix-I and at National e-Bidding Portal ("DEEP Portal") developed by PFC Consulting Ltd. Bidders may bid for the capacity specified in Clause 1.1.1, or a part thereof, not being less than 2.5% (two point five per cent) of such capacity or 100 (hundred) MW, whichever is lower. The remaining capacity, if any, may be procured from other Bidders who are willing to match the lowest Bid.</p>

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		other Bidders who are willing to match the lowest Bid.				
7.	APP	<p>10.5 Supply on Round the Clock Basis</p> <p>The Supplier shall ensure the Availability, equivalent to Contracted Capacity , of the Power Station during peak hours of the day comprising 2 (two) hours upto or before 08:00 (eight hundred) hours in the morning, 2 (two) hours during 13:00 [thirteen hundred] and 17:00 [seventeen hundred] in the afternoon and 2 (two) hours from or after 20:00 (twenty hundred) hours in the evening, at the timing to be specified by the Utility with a notice of 30 (thirty) days to the Supplier (the “Peak Hours”). The Supplier shall Supply balance energy for a day, after provisioning for energy during Peak Hours, as per the hydrology (water inflow) of the plant subject to Supply of the Contracted Capacity during Off-Peak hours which are the balance hours of a day not covered under Peak Hours (the “Off-Peak Hours”).</p>		<i>This clause may be deleted</i>	<p>The requirement is on RTC basis for 00:00 to 24:00 hrs as stated in the RFP.</p> <p>Further, the normative availability of 85% has to be ensured as per clause 5.1.2 of the APP.</p> <p>The power supply from the hydro station shall be as per the peak declared by the respective RLDCs, hence it is requested to delete this clause.</p>	<p>Existing provision shall prevail.</p> <p>WBERC Order also seeks this inclusion.</p>

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8.	RFQ	2.2.2 (A) Technical Capacity For demonstrating technical capacity and experience (the “Technical Capacity”), the Bidder shall own and operate power generating station(s) having an installed capacity equivalent to at least twice the capacity for which the Bidder is willing to Bid.		It may be revised as below: For demonstrating technical capacity and experience (the “Technical Capacity”), the Bidder shall own and operate power generating station(s) having an installed capacity equivalent to at least twice the capacity for which the Bidder is willing to Bid. This criterion may be waived off for DISCOM/State government entities.	The proposed suggestion would ensure higher participation and hence better tariff realization for Utility. Otherwise, it would restrict potential generators whose capacity is untied and available at competitive price. There are only a few competitive merchant plants having installed capacity twice the requisition in each state.	Existing provision shall prevail.
9.	RFQ	2.12.2 (v) If the Applicant is a Trading Licensee, a copy of the Power purchase agreement or an equivalent arrangement with the Developer	Letter of Authorisation to Trading Licensee can be given by Developer as an equivalent arrangement may be considered. Please confirm.			Please refer to Sl. No. 3 (Definition of Trading Licensee) forming part of this table.
10.	RFQ	2.2.1(c) In case of Bidder being a Trading Licensee, such Trading Licensee should have executed a power purchase agreement or an equivalent arrangement with	Please clarify whether LOI issued by Government Authority for pooled Hydro Power specific to this tender should be considered.			Please refer to Sl. No. 3 (Definition of Trading Licensee) forming part of this table.

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		the Developer for at-least the Capacity for which the Application has been made;												
11.	RFQ	2.2.1 (d) the Power Station(s) has access to an assured supply of Fuel (water)	Kindly clarify which document needs to be submitted for fulfilling the requirement of this clause.			Existing provision shall prevail.								
12.	RFP	1.2.10 “.....In L-1 Matching round, the Qualified Bidders will be displayed the bid of the Lowest Bidder (“Lowest Bid”) and available quantity, they will be required to input the quantity in MW that they wish to supply at the Lowest Bid....”	Please clarify whether in L-1 matching round, Bidders are permitted to increase/decrease the quantum from the earlier offered quantum.			Existing provision shall prevail.								
13.	RFQ	1.3 Schedule of Bidding Process: <table><tr><td>Event</td><td>Date</td></tr><tr><td>Utility response to queries latest by</td><td>21.03.2024</td></tr><tr><td>Last date and time of submission of Application and Bids</td><td>01.04.2024</td></tr><tr><td>.....</td><td></td></tr></table>	Event	Date	Utility response to queries latest by	21.03.2024	Last date and time of submission of Application and Bids	01.04.2024		The bidders will require at least 20 working days after Utility response to their queries. Bidders decide the bid preparation based on the queries revert provided by utility. Hence the Bid due date should be at least 20 working days after Utility response to their queries so as to give sufficient time to bidders to study the financial and			Pl refer to Corrigendum-2
Event	Date													
Utility response to queries latest by	21.03.2024													
Last date and time of submission of Application and Bids	01.04.2024													
.....														

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			commercial aspects after receipt of clarifications & to prepare for and submit their bids.			
14.	RFQ	Appendix-I Annex-II & V	State Government/Discoms may be exempted for providing this.		In case the Developer or the generator is State Government, the same may not be applicable.	Existing provision shall prevail. Please specify and provide all details of all the Hydro Generating stations from which the pool have been formed.
15.	APP	5.3 Obligations relating to transmission charges	If the Power Station is connected to intra-state transmission system of a state other than the state where the Utility is located and the power scheduled by the Utility is less than the booked quantum, then Utility shall be liable to pay the applicable transmission charges. Please clarify.			Existing provision shall prevail.
16.	APP	5.3 & 5.4 5.3 Obligations relating to transmission charges 5.4 Obligations relating to transmission losses	It is requested to clarify about treatment of other statutory charges also. Apart from transmission losses and transmission charges, other statutory charges applicable beyond the delivery point, including but not limited to application			Existing provision shall prevail.

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			fees, operating charges, SOC, MOC etc. shall be reimbursed by the utility, at actuals.			
17.	APP 10.2.1	10.2 Dispatch of unutilized Contracted Capacity 10.2.1 In the event the Utility, does not schedule a quantum of power out of its Contracted Capacity before opening of 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. 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.		Another Paragraph may be added in 10.2.1 as stated below: As fixed charges are payable for availability of Contracted Capacity, Utility shall be liable to pay fixed charges even for cases when it is not scheduling any power (provided that plant is available). Further, Utility shall be liable to pay for transmission open access charges even if energy is not scheduled.		Existing provision shall prevail.
18.	APP 11.4.4	11.4 Computation of Fixed Charge		In the event that any shortfall in supply of electricity to the	Transmission constraint to be	Existing provision shall prevail.

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		11.4.4 In the event that any shortfall in supply of electricity to the Utility occurs on account of deficiency in intra state transmission system in accordance with the provision of Clause 5.3, Availability shall be deemed to be reduced in accordance with the provisions of Clause 11.5.2 and the Non-Availability arising as a consequence thereof shall, for the purposes of payment of Fixed Charge, be deemed to be Availability to the extent of 50% (fifty per cent) of the Non-Availability hereunder.		Utility occurs on account of deficiency in inter /intra state transmission system in accordance with the provision of Clause 5.3, Availability shall not be deemed to be reduced in accordance with the provisions of Clause 11.5.2	treated as Force Majeure and shall be considered for 100% deemed availability for such Transmission Constraint.	
19.	APP	11.6 Damages 11.6.2 The Parties expressly agree that within 30 (thirty) days of the close of every Accounting Year, the cumulative monthly Availability for such year shall be determined and Damages, if any, shall be computed with reference to the Normative Availability for that year. The amount so arrived at shall be		The Parties expressly agree that within 30 (thirty) days of the close of every Accounting Contracted Period every Year, i.e. September , the cumulative monthly Availability for such year shall be determined and the Damages, if any, shall be computed with reference to the Normative Availability for that year. The amount so arrived at shall be adjusted against the	Since the contract of the power supply will stop in the month of September every year, the damages for the year shall be settled within one month period.	Existing provision shall prevail. The contracted period has been extended to include the month of October.

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		adjusted against the Damages determined for the respective months of the year and the balance remaining shall be adjusted in the following Monthly Invoice.		Damages determined for the respective months of the year and the balance remaining shall be adjusted in the following Monthly Invoice.		
20.	APP	11.9 Billing and Payment 11.9.3 The Utility shall, within 30 (thirty) days of receipt of a Monthly Invoice in accordance with Clause 11.9.1 (the "Payment Due Date"), make payment.....	Please clarify whether the Due Date <i>is including or excluding</i> the date of receipt of invoice which can be sent <i>through e-mail</i> .			Pl refer clause 11.11 of APP, where it is mentioned "Provided that the counting of days shall be exclusive of the day of submission of invoice".
21.	APP	11.9 Billing and Payment 11.9.3 The Utility shall, within 30 (thirty) days of receipt of a Monthly Invoice in accordance with Clause 11.9.1 (the "Payment Due Date"), make payment.....		Text to be added: In case the power is scheduled under T-GNA, the payment of open access charges shall be payable by the supplier and shall be reimbursed by the Utility within 5 days of the receipt of such OA charges Invoice through official E-Mail. This shall also include any other statutory charges applicable beyond the Delivery Point.	Payment towards open access charges should be reimbursed on timely basis as it carries fund management cost in case of monthly payment cycle.	As the power is a Firm Power, this is to be scheduled under allotted GNA of CESC. If however, this is scheduled under T-GNA under advice of CESC, the payment shall be done by CESC in accordance of Clause 11.9 "Billing & Payment" of APP. Under any circumstances the power to be scheduled under GNA unless otherwise instructed by CESC.
22.	APP	15.2 Insurance Cover Without prejudice to the provisions contained in Clause	The generator has insured plant, machinery and accessories and has taken cover for Standard Fire and Special Perils	It is suggested that this clause may be deleted.	Please clarify in case any other Insurance is required. In case generator is not able to supply power to	Existing provision shall prevail.

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		15.1, the Supplier shall, during the Operations Period, procure and maintain [and cause the Developer to procure and maintain, as the case may be, if Supplier is a Trading Licensee] Insurance Cover including but not limited to the	Policy and earthquake too. Please clarify if any other insurance policy is required		Utility, it will pay penalty as per terms of PPA. Hence, this clause is not required.	
23.	APP	16 Accounts and Audit		Shall be deleted	The Clause is relevant for long term PPAs wherein PPAs are signed for 25 years or more. For medium term power sale, multiple PPAs may be signed for the plant. Each Procurer may have separate requirements, which for a generator would be difficult to be fulfilled. Hence, this may be deleted.	Existing provision shall prevail.
24.	APP	11.3 Fixed Charge 12.3 Computation of Variable Charge 11.3 & 12.3.2 Omitted	The clauses pertaining to escalation of Base Fixed charge and Base Variable charge to incorporate the impact of WPI should be included in the APP.	It is suggested to retain these clauses as have been stated in the Model Bidding Document.		Existing provision shall prevail.

Sl. No.	Name of the Document	Clause No and Existing Provision	Queries/ Clarification Required	Suggested text for the amendment	Rationale for clarification/ amendment	Comments of CESC/Amended Clause
25.	APP	13.2 Letter of Credit 13.2.1 The Utility shall, no later than 30 (thirty) days prior to the likely date of the Appointed Date, provide to the Supplier, an unconditional, revolving and irrevocable letter of credit for an amount equivalent to the Monthly Payment (the “Letter of Credit”), which may be drawn upon by the Supplier for recovery of payment due against the Monthly Invoice in accordance with the provisions of this Agreement. The Letter of Credit shall be substantially in the form specified in Schedule-E and shall come into effect on the Appointed Date, and shall be modified once every year to reflect the revision in Monthly Payment in accordance with the provisions of this Agreement.	Since billing is on monthly basis and payment due date is 30 days after billing date. Hence by the time first payment is due the supplier has already supplied power for more than two months, hence the value of LC must be of an amount equivalent to the two months energy bill.	The Utility shall, no later than 30 (thirty) days prior to the likely date of the Appointed Date, provide to the Supplier, an unconditional, revolving and irrevocable letter of credit for an amount equivalent to the average two 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.		Existing provision shall prevail.
26.	APP	9.1 Performance Security	Please clarify whether the Performance security shall be calculated @ Rs. 10,00,000 (Rs. ten lakh) or Rs. 15,00,000 (Rs. fifteen lakh) per MW of Contracted Capacity.			Existing provision shall prevail. (PI refer to footnote on page 26 of APP)

Sl. No.	Name of the Document	Clause No and Existing Provision	Queries/ Clarification Required	Suggested text for the amendment	Rationale for clarification/ amendment	Comments of CESC/Amended Clause
27.	APP	9.1 Performance Scurity 9.1.4 Notwithstanding anything to the contrary contained in this Agreement, in the event Performance Security is not provided by the Supplier within a period of 45 (forty five) days from the date of this Agreement the Utility may encash the Bid Security and appropriate the proceeds thereof as Damages, and thereupon all rights, privileges, claims and entitlements of the Supplier under or arising out of this Agreement shall be deemed to have been waived by, and to have ceased with the concurrence of the Supplier, and this Agreement, shall be deemed to have been terminated with the consent of the Supplier.	Please clarify the scenario for Damages to be paid by the buyer in the event Performance Security is not provided by the buyer within a period of 45 (forty-five) days from the date of PPA.			Existing provision shall prevail.
28.	APP	Annex – I Description of Power Station	State Government/Discoms may be exempted for providing this.		In case the Developer or the generator is State Government, the same may not be Applicable.	Existing provision shall prevail. Please specify and provide all details of all the Hydro Generating stations from which the pool have been formed.

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29.	APP	25.4 Delayed payments The Parties hereto agree that payments due from one Party to the other Party under the provisions of this Agreement shall be made within the period set forth therein, and in the event of delay beyond such period the recovery thereof shall be in accordance with the applicable rules issued by the Ministry of Power, as amended from time to time.		It is suggested to add the below paragraph: The (Late Payment Surcharge & related matters) Rules, 2022 notified by MoP, shall be applicable in case of non-payment of dues within the payment due date.		Existing provision shall prevail.
30.	RFQ	Clause 1.1.1 (requisition-RTC(0-24hrs.), Capacity Required (MW)-200MW, Months of Supply- (May-September), Min bid capacity-5.0 MW		Its is requested to kindly amend the months of supply from April to October for 3 years. Request to consider capacity required in terms of Million Units on annual basis i.e. from April to October for each year instead of contracted capacity in Megawatt (MW).	Majority of hydroelectric plant generates power at its peak from April to October and November to march is the lean season for hydro generators. Considering the nature of hydroelectric power generation request you to offtake power during entire hydro season to avoid any further risk to generators for sale of power in spot market.	Existing provision shall prevail. The contractual period revised to May to October . Please refer to Clause 11.6.2 of APP. Damages will be reconciled for every Accounting Year. WBERC is being approached with the request to allow this deviation.

Sl. No.	Name of the Document	Clause No and Existing Provision	Queries/ Clarification Required	Suggested text for the amendment	Rationale for clarification/ amendment	Comments of CESC/Amended Clause
					We request CESC to amend the said clause as hydro power is infirm power and it is technically not possible to provide firm Power from hydro generators. Hence, we request CESC to kindly consider the Contracted capacity in energy terms i.e. in million units on yearly basis (April to October).	
31.	RFQ Clause 1.1.1 & 1.1.5	Clause 1.1.1 & 1.1.5 All Bidders shall indicate the particulars of the relevant Power Station in the form specified or a part thereof, not being less than 10% (ten per cent) of such capacity or 100 (hundred) MW, whichever is lower. The remaining capacity, if any, may be procured from other Bidders who are willing to match	Requested to amend the minimum quantum as it is contradictory in clause 1.1.1 & 1.1.5	As per clause 1.1.1 of RFQ it is mentioned that minimum capacity to bid is 5 MW which is in contradiction with minimum capacity defined in clause 1.1.5 i.e. 10% of contracted capacity which is equal to minimum of 20 MW . Hence, it is requested to kindly amend the clause appropriately		The Revised Clause 1.1.5 as follows: All Bidders shall indicate the particulars of the relevant Power Station in the form specified at Annex-V of Appendix-I and at National e-Bidding Portal ("DEEP Portal") developed by PFC Consulting Ltd. Bidders may bid for the capacity specified in Clause 1.1.1, or a part thereof, not being less than 2.5% (two point five per cent) of such

Sl. No.	Name of the Document	Clause No and Existing Provision	Queries/ Clarification Required	Suggested text for the amendment	Rationale for clarification/ amendment	Comments of CESC/Amended Clause
		the lowest Bid.				capacity or 100 (hundred) MW, whichever is lower. The remaining capacity, if any, may be procured from other Bidders who are willing to match the lowest Bid.
32.	RFQ Clause 2.2.2 (a) Technical Capacity	Clause 2.2 Eligibility of Bidders ... the Bidder shall own and operate power generating station(s) having an installed capacity equivalent to at least twice the capacity for which the Bidder is willing to Bid....	the Bidder shall own and operate power generating station(s) having an installed capacity equivalent to at least twice the capacity for which the Bidder is willing to Bid...		We request CESC to kindly amend the said clause as it technically enables more generators to participate in the tender.	Existing provision shall prevail.
33.	APP Clause 10.5	Clause 10.5 Supply on Round the Clock Basis The Supplier shall ensure the Availability, equivalent to Contracted Capacity , of the Power Station during peak hours of the day comprising 2 (two) hours upto or before 08:00 (eight hundred) hours in the morning, 2 (two) hours during 13:00 [thirteen hundred] and 17:00			With reference to the given clause, its is technically not possible to achieve the said scenario, hence, as per hydrology, 100% of the offered quantum shall be supplied to CESC with best possible efforts. Therefore, it is requested to kindly amend the said clause accordingly	Existing provision shall prevail. WBERC Order also seeks this inclusion.

Sl. No.	Name of the Document	Clause No and Existing Provision	Queries/ Clarification Required	Suggested text for the amendment	Rationale for clarification/ amendment	Comments of CESC/Amended Clause
		[seventeen hundred] in the afternoon and 2 (two) hours from or after 20:00 (twenty hundred) hours in the evening, at the timing to be specified by the Utility with a notice of 30 (thirty) days to the Supplier (the "Peak Hours"). The Supplier shall Supply balance energy for a day, after provisioning for energy during Peak Hours, as per the hydrology (water inflow) of the plant subject to Supply of the Contracted Capacity during Off-Peak hours which are the balance hours of a day not covered under Peak Hours (the "Off-Peak Hours").				
34.	APP Clause 11.4.2 & 11.4.3 Computation of Fixed Charge	Clause 11.4.2 & 11.4.3 Computation of Fixed Charge The obligations of the Utility to pay Fixed Charges shall in no case exceed an amount equal to the Fixed Charge for the contractual period (May to September) in any Accounting Year corresponding to the Normative Availability of 85% (eighty five per cent) computed with	The obligations of the Utility to pay Fixed Charges shall in no case exceed an amount equal to the Fixed Charge for the contractual period (May to September) (April to October) in any Accounting Year corresponding to the Normative Availability of 85% (eighty five per cent) computed in Million	Moreover it is also requested that in case our generator go beyond 85% Normative Availability in that case energy charges, fix charges both shall be payable by the Utility. As we are going to participate with full installed capacity of our generator so, we don't have any other option to sell the power in other market or spot market		Existing provision shall prevail. Months of supply as per Clause 1.1.1 of RFQ amended to May to October . Accordingly the period of supply in APP shall be from May to October . Appropriate changes will be made in the APP before its execution.

Sl. No.	Name of the Document	Clause No and Existing Provision	Queries/ Clarification Required	Suggested text for the amendment	Rationale for clarification/ amendment	Comments of CESC/Amended Clause
		<p>reference to the Contracted Capacity at Delivery Point (the “Capacity Charge”) in terms of Clause 5.1.2, subject to maintaining at least 85% availability by the Supplier at the Delivery Point corresponding to the Contracted Capacity at the Delivery Point.</p> <p>11.4.3 Provided that if Availability in a particular month falls below 85%, the Utility shall pay Fixed Charge corresponding to actually achieved Availability on a pro-rata basis, as ascertained from the record (s) / certificate (s) of the Load Despatch Centre (s). Provided that the Availability to be considered for calculation of Fixed Charges shall be calculated on</p>	<p>Units on yearly basis (April to October) with reference to the Contracted energy (MU) at Delivery Point (the “Capacity Charge”) in terms of Clause 5.1.2, subject to maintaining at least 85% availability computed in Million Units on yearly basis (April to October) by the Supplier at the Delivery Point corresponding to the Contracted energy (MU) at the Delivery Point.</p> <p>11.4.3 Provided that if Availability in a particular month-year i.e. (April to October) falls below 85%, the Utility shall pay Fixed Charge and energy charges corresponding to actually achieved Availability on a pro-rata basis, as ascertained from the record (s) / certificate (s) of the Load</p>			<p>Please refer to Clause 11.6.2 of APP. Damages will be reconciled for every Accounting Year.</p> <p>.</p> <p>WBERC is being approached with the request to allow this deviation.</p> <p>.</p>

Sl. No.	Name of the Document	Clause No and Existing Provision	Queries/ Clarification Required	Suggested text for the amendment	Rationale for clarification/ amendment	Comments of CESC/Amended Clause
		<p>cumulative basis (for the contractual period of May to September) and reconciled annually for the specified months (May to September) for each year of the contract period.</p> <p>It is being clarified that for energy beyond 85% Normative Availability, only Energy Charges shall be payable by the Utility.</p>	<p>Despatch Centre (s). Provided that the Availability to be considered for calculation of Fixed Charges and variable charges shall be calculated on cumulative basis (for the contractual period of May to September (April to October) and reconciled annually (May to September) April to October) for each year of the contract period.</p>			
35.	APP Clause 17.2 Force Majeure Events	<p>Clause 17.2 Force Majeure Events</p> <p>Force Majeure Events shall mean one or more of the following acts or events:</p> <p>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 originating</p>		<p>A) act of God, epidemic, extremely adverse weather conditions, hydrology, drought 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 originating from a source external to the Station Premises);</p>	<p>We request CESC to kindly include the said amendments that safeguards hydrogenerators.</p>	Existing provision shall prevail

Sl. No.	Name of the Document	Clause No and Existing Provision	Queries/ Clarification Required	Suggested text for the amendment	Rationale for clarification/ amendment	Comments of CESC/Amended Clause
		from a source external to the Station Premises);				
36.	RFQ Clause 1.1.1		<p>As hydro power stations generate the power from June end /July , the month of may is uncertain to supply i.r.o full generation corresponding to contracted capacity. Therefore, it is requested to incorporate the Month of supply of power from July to Mid-November.</p> <p>For hydro source , dispatch of contracted capacity is dependent of water availability ,while as per RfP supply to start from May; this will lead to non availability of source and shall attract Liquidated damages for no fault of developers and an adverse impact on quoted tariff too. In view of same it is requested to</p>			<p>Months of supply as per Clause 1.1.1 of RFQ amended to May to October.</p> <p>Accordingly the period of supply in APP shall be from May to October.</p> <p>Appropriate changes will be made in the APP before its execution.</p> <p>Please refer to Clause 11.6.2 of APP. Damages will be reconciled for every Accounting Year.</p> <p>WBERC is being approached with the request to allow this deviation.</p>

Sl. No.	Name of the Document	Clause No and Existing Provision	Queries/ Clarification Required	Suggested text for the amendment	Rationale for clarification/ amendment	Comments of CESC/Amended Clause
			provide some flexibility to the period of supply and same may be aligned with liquidated damages to accommodate contracted energy during supply period to avoid any undue burden on generators/bidders.			
37.	APP Clause 17.2 of Force Majeure		Since supply of power may also be imported from cross border source(s) , therefore it is requested to include " non-approval of grant of supply/ non grant of continuation of supply of cross border power by GoI under force majeure clause and same to be incorporated in the draft PPA			<p>Clause 17.2 (e) is substituted as follows:</p> <p><i>(e) refusal to grant any clearance, licence, permit, authorisation, no objection certificate, consent, approval or exemption required by the Supplier, [Developer if Supplier is a Trading Licensee] to perform their respective obligations under this Agreement for supply of cross border power and/or approval of Designated Authority, Govt. Of India, for supply of cross border power as required from time to time.</i></p>

Sl. No.	Name of the Document	Clause No and Existing Provision	Queries/ Clarification Required	Suggested text for the amendment	Rationale for clarification/ amendment	Comments of CESC/Amended Clause
						WBERC is being approached with the request to allow this deviation.
38.			It is requested to specify the delivery point for supply of contracted energy.			Please refer to Article 26 (Definitions) for Delivery Point. Please also refer to Sl. No. 42 of this clarifications.
39.	APP 10.5		This clause may pl be modified to cater to design energy of the bidding station to supply power to CESC instead of specific time period of the day			Existing provision shall prevail.
40.	RFQ Clause 1.1.1			It is requested to increase contract period to 5 years /10 years		Existing provision shall prevail.
41.	APP Clause 11.11			It is requested to add following - " in case due date of payment is holiday /bank holiday , then next working day of the bank shall be considered as due date		Accepted. The below mentioned portion shall be added at the end of the Clause 11.11 of APP " in case due date of payment is holiday /bank holiday , then next working day of the bank shall be considered as due date"

Sl. No.	Name of the Document	Clause No and Existing Provision	Queries/ Clarification Required	Suggested text for the amendment	Rationale for clarification/ amendment	Comments of CESC/Amended Clause
42.	APP Clause 26.1	Delivery Point ” means any point in the Inter-State Transmission System having interface with the West Bengal STU where the electricity supplied under this Agreement is received by the Supplier.			Supplier cannot receive power at the Delivery Point.	<p>The Revised definition of Delivery Point in APP is:</p> <p>“Delivery Point” means any point in the Inter-State Transmission System having interface with the West Bengal STU where the electricity supplied under this Agreement is received by the Supplier Utility.</p> <p>WBERC is being approached with the request to allow this deviation.</p>

(C) Bank Details of CESC Ltd

43.	RFQ	1.2 Brief description of Bidding Process	CESC Bank Details			CESC Bank Details: Bank Name: ICICI Bank Limited Account Name: 20, R. N. Mukherjee Road Branch, Kolkata - 700 001 Account Name: CESC Limited Account No.: 000651000407 IFSC Code: ICIC00000006
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