

Procurement of Electricity on Medium Term basis [2 years] from Thermal Generating Stations with Contracted Capacity up to 200 MW Tender

Specification no: ED (PM) / 2024-25 / 460 Event No.: CESC / Medium / Lumpsum Tariff / 24-25 / ET / 191, RA No: CESC / Medium / Lumpsum Tariff / 24-25 / RA/159

Clarifications-1 to Queries raised by Bidders

Date: 15.01.2025

Sl. No	Name of the Document	Clause No and Existing Provision	Queries/ Clarification Required	Suggested text for the amendment	Rationale for clarification/ amendment	Reply of CESC Ltd.
1	RFQ	<b>Glossary</b> <b>Trading Licensee(s)</b> shall mean the 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 Bidder		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 <b>or letter of Authorization or any other relevant agreement executed</b> with the entity with identified generation source from where the power is proposed to be supplied by the Bidder	The letter of Authorization with the acceptance of the terms and condition of tender shall suffice for the same.	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 <b>or letter of Authorization or any other relevant agreement executed</b> with the entity with identified generation source from where the power is proposed to be supplied by the Bidder. Kindly submit the relevant supporting docs in Favor of the relevant arrangement of power. CESC may take decision on case-to-case basis to accept the said arrangement of power.

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						However, decision of CESC to accept or reject the supporting arrangements shall be final.
2	RFQ	1.2.13	Request you to kindly clarify if the L1 will be declared for Inter-State and Intra state separately			Existing provision shall prevail.
3	RFQ	2.2.1 (d)  the Power Station has access to an assured supply of Fuel.		The same is proposed to be amended as follows :- the Power Station has access to an assured supply <b>of Fuel or shall provide an undertaking/ declaration stating arrangement of fuel on its own for supply of power as per the provision of Agreement.</b>	For the procurement of e-auction coal there is no prior document like fuel supply agreement is available as per existing law and regulation. So, this criterion is proposed to be amended.	Format of Undertaking for fuel arrangement has been uploaded in DEEP portal.
4	RFQ	2.2.2 (A) <b>Technical Capacity</b> 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		The same is proposed to be amended as follows :- For demonstrating technical capacity and experience (the "Technical Capacity"), the Bidder shall own and operate power generating station(s) having	This would ensure higher participation and hence better tariff realization for Utility.  This would restrict potential generators whose capacity is untied	The existing provision shall prevail.

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		least twice the capacity for which the Bidder is willing to Bid.		an installed capacity equivalent to at least <del>twice</del> the capacity for which the Bidder is willing to Bid. This criterion may be waived off for DISCOM/State government entities.	and available at most competitive price. There are few competitive merchant plants having installed capacity twice the requisition in each state.	
5	RFQ	2.12.2 (v) if the Bidder 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.			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 <b>or letter of Authorization or any other relevant agreement executed</b> with the entity with identified generation source from where the power is proposed to be supplied by the Bidder. Kindly submit the relevant supporting docs in Favor of the relevant arrangement

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						of power. CESC may take decision on case-to-case basis to accept the said arrangement of power. However, decision of CESC to accept or reject the supporting arrangements shall be final.
6	RFQ	<b>2.12.2</b> (vi) a copy of Fuel Supply Agreement or equivalent arrangement for the Power Station		Suggested Text may be added. The bidder shall provide an undertaking/ declaration stating arrangement if fuel on its own for supply of power as per the provision of Agreement.		Format of Undertaking for fuel arrangement has been uploaded in DEEP portal.
7	RFQ	<b>2.18.1</b> (i) it contains a statement on fuel supply arrangement for the Power Station;		The same is proposed to be amended as follows :- it contains a statement on fuel supply arrangement for the Power Station <b>or shall provide an undertaking/ declaration stating arrangement if fuel on its</b>	For the procurement of e-auction coal there is no prior document like fuel supply agreement is available as per existing law and regulation. So, this criterion is proposed to be amended.	Format of Undertaking for fuel arrangement has been uploaded in DEEP portal.

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				own for supply of power as per the provision of Agreement		
8	RFP	<b>1.1.7</b> “.....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.
9	APP	<u>4.1.3(e)</u> The Supplier shall have executed the Fuel Supply Agreement upon the fulfilment of all the conditions laid down in the Letter of Assurance;	Same shall be deleted.		As the it is Medium Term Lumpsum Tariff tender the generators have option to arrange coal from any source. Hence signing a FSA is not necessary.	Format of Undertaking for fuel arrangement has been uploaded in DEEP portal.  Existing provision shall prevail.
10	APP	<b>5.5</b> <b>Obligations relating to SLDC and RLDC charges</b> The Supplier shall be liable for payment of all the charges, due and payable under Applicable	.	The same is proposed to be amended as follows :-  <b>Obligations relating to SLDC and RLDC charges</b>		Existing provision shall prevail.

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		Laws by the Supplier to the SLDC and RLDC for and in respect of all its supplies to the Utility.		The <del>Utility</del> Supplier shall be liable for <b>reimbursement of</b> 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.		
11	APP	<b>10.2.1</b> 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 intra day transaction. Provided that in such cases, Utility shall not be entitled to recall full or part of its un requisitioned capacity.		Last provision is proposed to be amended as follows: 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. <i>Utility shall be liable for payment of Fixed charges as per the availability of Contracted capacity even for energy made available by Supplier and not scheduled by Utility.</i>		Existing provision shall prevail.

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		Provided further that if the Supplier is able to sell the unrequisioned power, sharing of gain from such sale of such power shall be as per applicable rules issued by the Ministry of Power.				
12	APP	<b>10.5 Supply on Round the Clock Basis</b> The Supplier shall ensure the Availability of the Power Station on round the clock basis. The Utility may opt for a lower capacity requirement during pre-specified _____ hours comprising[*****hours between ***** hours and*****hours.		The same is proposed to be amended as follows:-  <b>10.5 Supply on Round the Clock Basis</b> The Supplier shall ensure the Availability of the Power Station on round the clock basis. The Utility may opt for a lower capacity requirement on uniform RTC Basis. <del>during pre-specified _____ hours comprising[*****hours between ***** hours and*****hours.</del>	As the tender is for procurement of RTC power, the revisions for lowering the procurement shall be uniform on RTC basis rather than selective hours.	Existing provision shall prevail

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13	APP	<b>11.3</b> For determining the Fixed Charge due and payable to the Supplier, the Base Fixed Charge shall be revised annually to reflect 20% (twenty per cent) of the variation in WPI occurring between January 31 immediately preceding the Bid Date and January 31 immediately preceding the Accounting Year for which such revision is undertaken. For the avoidance of doubt and by way of illustration, if (a) the Bid Date occurs in March 2015; (b) the appointed date occurs in May 2019; and (c) WPI increases by 20% (twenty per cent) between January 31, 2015 and January 31, 2019, the Fixed Charge for the Accounting Year commencing from April 1, 2019 shall be 104% (one hundred and four per cent) of the Base Fixed Charge.	Request to confirm the understanding as per below illustration (example): FC (Bid Date): Rs. 2.00/kWh WPI assumed on 31st Jan 2023: 100 WPI on 31st Jan 2024: 105 WPI Variation: 5% FC from 1st April 2024: Rs. 2.00/kWh * 1.01 = Rs. 2.02/kWh WPI on 31st Jan 2025: 110 WPI Variation: 10% FC from 1st April 2025: Rs. 2.00/kWh * 1.02 = Rs. 2.04/kWh  Please confirm the understanding.			Existing provision shall prevail.

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14	APP	<b>11.4.3</b> In the event that any shortfall in supply of electricity to the Utility occurs on account of deficiency in intra state transmission in accordance with the provisions 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.		The same is proposed to be amended as follows :- In the event that any shortfall in supply of electricity to the Utility occurs on account of in transmission between the Point of Grid Connection and Delivery Point, Availability shall NOT be deemed to be reduced in accordance with the provisions of Clause 11.5.2	Transmission constraint to be treated as FM and shall be considered for 100% deemed availability for such Transmission Constraint.	Existing provision shall prevail.
15	APP	11.5.3 In the event that.....Trading Licensee]to the Utility forthwith.  Provided that where the Fuel is being supplied under allocated coal linkage, the Supplier shall have an option to arrange the		The same is proposed to be amended as follows :- 11.5.3 In the event that.....Trading Licensee]to the Utility forthwith.	As the tender is for procurement of power on Lumpsum Tariff the same is not applicable as the generator has to quote the Cost of Generation and Fixed Charges in two equal parts.	Please refer to revised APP.

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		<p>Fuel from an alternate source. The Utility shall be intimated if the increase in Variable Charge is greater than 30 % (thirty percent). Provided that if the Utility does not schedule the power, the Supplier shall have the option to offer such power in the power exchange.</p> <p>Provided further that compliance of any order issued by the central government in respect of blending of imported fuel shall be binding on the parties.</p> <p>Provided also that in case of shortage of linkage coal and the Supplier arranges coal from alternate sources, the Energy Charge shall be calculated as per methodology specified in Schedule F.</p>		<p><del>Provided that where the Fuel is being supplied under allocated coal linkage, the Supplier shall have an option to arrange the Fuel from an alternate source. The Utility shall be intimated if the increase in Variable Charge is greater than 30 % (thirty percent). Provided that if the Utility does not schedule the power, the Supplier shall have the option to offer such power in the power exchange.</del></p> <p><del>Provided further that compliance of any order issued by the central government in respect of blending of imported fuel shall be binding on the parties.</del></p> <p><del>Provided also that in case of shortage of linkage coal and the Supplier arranges coal from alternate sources, the Energy Charge shall be calculated as per</del></p>		

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				<del>methodology specified in Schedule F.</del>		
16		<p><b>11.8 Taxes and duties</b></p> <p>11.8.1 The Parties expressly agree that the Tariff shall be inclusive of all taxes and duties and cess as on bid submission date. <del>save and except the taxes and duties specified in Clause 11.8.2. It is further agreed that the Supplier shall pay all taxes and duties, including the taxes and duties specified in Clauses 11.8.2, in accordance with Applicable Laws.</del></p> <p>11.8.2 Omitted. <del>The Tariff payable by the Utility under this Article 11 shall be exclusive of Goods and Service Tax, Electricity Duty, Value Added Tax or Goods and Service Tax, Custom Duty on Fuel or any replacement thereof, if applicable, and any Goods and Service Tax, Electricity Duty, Value Added Tax or Goods and Service Tax and Custom Duty on fuel thereon shall be paid by the</del></p>		<p>The same is proposed to be amended as follows :-</p> <p><b>11.8 Taxes and duties</b></p> <p>11.8.1 The Parties expressly agree that the Tariff shall be inclusive of all taxes and duties and cess as on bid submission date. save and except the taxes and duties specified in Clause 11.8.2. It is further agreed that the Supplier shall pay all taxes and duties, including the taxes and duties specified in Clauses 11.8.2, in accordance with Applicable Laws.</p> <p>11.8.2 <del>Omitted.</del> The Tariff payable by the Utility under this Article 11 shall be exclusive of Goods and Service Tax, Electricity Duty, Value Added Tax or Goods and Service Tax, Custom Duty on Fuel or</p>	<p>The omitted text shall be retained as taxes and duties if applicable on Supplier on the energy sold to the utility shall be passed on to the Utility. Further the omitted text is the part of Standard Bidding document and shall be kept as it is.</p>	<p>Existing provision shall prevail.</p> <p>Deviations have been approved by the Hon'ble West Bengal Electricity Regulatory Commission.</p>

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		<del>Supplier and reimbursed by the Utility upon submission of necessary particulars by the Supplier</del>		any replacement thereof, if applicable, and any Goods and Service Tax, Electricity Duty, Value Added Tax or Goods and Service 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		
17	APP	<b>11.9.3</b> The Utility shall, within 30 (thirty) days of receipt of a Monthly Invoice in accordance with Clause 11.9.1 (the "Payment Due Date"), make payment.....	Please clarify whether the Due Date <b><i>is including or excluding</i></b> the date of receipt of invoice which can be sent <b><i>through e-mail</i></b> .			The Due Date <b><i>is including</i></b> the date of receipt of invoice which can be sent <b><i>through e-mail</i></b> .
18	APP	<b>13.2.1</b> 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		The same is proposed to be amended as follows: -  The Utility shall, no later than 30 (thirty) days prior to the likely date of the Appointed Date, provide to the Supplier, an		Existing provision shall prevail.

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		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.		unconditional, revolving, <b>replenished</b> 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.		

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19	APP	<b>15.2 Insurance Cover</b> Without prejudice to the provisions contained in Clause 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 following.....	The generator insures plant, machinery and accessories and has taken cover for Standard Fire and Special Perils Policy and earthquake too. Please clarify if any other insurance policy is required.	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 Utility, it will pay penalty as per terms of PPA. Hence, this clause is not required.	Existing provision shall prevail.
20	APP	<b>16</b> Accounts and Audit		Shall be deleted.	The Clause is relevant for long term PPAs wherein PPAs are signed for 25 years. 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 clause may be deleted.	Existing provision shall prevail.

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21	APP	<b>Schedule E clause 1</b> payable <b>not more than once in a month</b> upon notice received from the Supplier to this effect		The text shall be replaced as below : <b>Payable as and when demand is raised by the supplier in the event of default</b>		Existing provision shall prevail.
22	APP	<b>Schedule E clause 2</b>  The Standby Letter of Credit shall come into force with effect from....., 20.... and shall be valid and effective upto the 31 <sup>st</sup> (thirty first) day of March, 20.... (indicate the year) falling after the year in which the Standby Letter of Credit is issued (the “ <b>Expiry Date</b> ”), and shall be automatically and compulsorily renewed every year by the Bank, 2 (two) months prior to the date of expiry, for the period of the financial year that commences immediately after the Expiry Date, and shall continue to be so renewed until the end of the Contract Period. The date of expiry for the renewed period hereunder shall		The Standby Letter of Credit shall come into force with effect from....., 20.... and shall be valid and effective upto the__31 <sup>st</sup> (thirty first) day of March, 20.... (indicate the year) falling after the year in which the Standby Letter of Credit is issued (the “ <b>Expiry Date</b> ”), and shall be automatically and compulsorily renewed every year by the Bank, 2 (two) months prior to the date of expiry, for the period of the financial year that commences immediately after the Expiry Date, and shall	The letter of credit shall be valid upto three months beyond the end of the contract period. Last monthly invoice will happen after end of the contract period and the due date shall be 30 days from the receipt of monthly invoice. Further there is a provision of encashment of LC after 27 days of the month in which the Payment Due Date falls. As the same sums up to nearly two months from the billing date and adding procedural delays it is requested that Letter of	Existing provision shall prevail.

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		be deemed to be the Expiry Date for the purposes hereof.		continue to be so renewed until <b><i>three months beyond</i></b> the end of the Contract Period. The date of expiry for the renewed period hereunder shall be deemed to be the Expiry Date for the purposes hereof	Credit shall be valid up to three months beyond the validity of contract.	
23	APP	<b>Schedule E clause 8</b> The Expiry Date of this Standby Letter of Credit shall be extended on written request from Utility, 2 (two) months prior to its Expiry Date, for an additional period of 1 (one) financial year from the respective Expiry Date, unless at least 90 (ninety) days prior to any Expiry Date, the Bank gives notice in writing to the Supplier and the Utility that the Bank elects not to renew this Standby Letter of Credit for any such additional period. In case, the Utility does not arrange for an alternate Standby Letter of Credit at least 30 (thirty) days prior to its expiry,		Same shall be deleted. <del>The Expiry Date of this Standby Letter of Credit shall be extended on written request from Utility, 2 (two) months prior to its Expiry Date, for an additional period of 1 (one) financial year from the respective Expiry Date, unless at least 90 (ninety) days prior to any Expiry Date, the Bank gives notice in writing to the Supplier and the Utility that the Bank elects not to renew this Standby Letter of Credit for any such additional period.</del>	Clause 8 is in contradiction with clause 2 of the schedule E as clause 2 says that the letter of credit shall be automatically renewed before 2 two month from expiry and in clause 8 it mentions that the Letter of credit shall be extended on the written request of Utility.	Existing provision shall prevail.

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		the Supplier will have the right to involve the Standby Letter of Credit in which case immediately after the Expiry Date of this Letter of Credit, the Bank shall cease to be the Default Escrow Bank under and in accordance with the provisions of the Default Escrow Agreement dated ....., entered into between the Bank, the Utility and the Supplier.		<del>In case, the Utility does not arrange for an alternate Standby Letter of Credit at least 30 (thirty) days prior to its expiry, the Supplier will have the right to involve the Standby Letter of Credit in which case immediately after the Expiry Date of this Letter of Credit, the Bank shall cease to be the Default Escrow Bank under and in accordance with the provisions of the Default Escrow Agreement dated ....., entered into between the Bank, the Utility and the Supplier.</del>		
24	1.1.1 RFQ	Supply sought to start from 01.04.25	It is requested to provide a flexible date for commencement of supply w.e.f. June'25 as tender envisages "Assured Fuel Security" as a CP. However, the duration of supply shall remain 2 years only.		Since it takes considerable time for signing of FSA & further co-ordination with Railways for Supply of the Coal after the notification by CIL for the Auction. Also, this will give participants an opportunity	Existing provision shall prevail.

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					to participate in upcoming coal tenders and get assured fuel.	
25	2.2.1 (d)-RFQ	the Power Station has access to an assured supply of Fuel	Pls confirm if Bidders for now can submit Fuel Undertaking instead. Assured fuel supply shall be ensured before commencement of supply.			Format of Undertaking for arrangement of fuel has been uploaded in DEEP portal.
26	10.5-APP	The Supplier shall ensure the Availability of the Power Station on round the clock basis. The Utility may opt for a lower capacity requirement during pre-specified hours comprising [*****hours between ***** hours and*****hours.			As this tender is for RTC Power	Existing provision shall prevail.
27	Clause 11.5.1 and 11.5.5–APP	Unless otherwise notified by the [Supplier if Supplier is NOT a Trading Licensee, or Developer through the Supplier if Supplier is a Trading Licensee], the declared Availability shall, be deemed to be 100% (one hundred per cent) thereof at all times.	It is requested to change the deemed Availability to be 85% in line with normative Availability as per the Tender. Moreover, payment for FC is also limited to 85% of the DC declared and there is no incentive for 100% incentive.		The Normative DC is 85% . The DC provide by the generators generally remains 100% unless there is any specific issue. Since Thermal power plant is having a complex structure and many things are not in the control of generators therefore, the declaration below 100% should not be	Existing provision shall prevail.

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					constituted as always Mis-declaration and this clause may please be modified suitably. However, it may be added that in case of mis-declaration, there shall be penalty as per the IEGC	
28	11.6.1-APP	<p>In the event that Availability in any month is less than the Normative Availability, the Fixed Charge for such month shall be reduced to the extent of shortfall in Normative Availability and in addition, any reduction below the Normative Availability shall 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 in Normative Availability shall be 25% (twenty five per cent) of the Fixed Charge which is reduced on account of shortfall in Availability below Normative availability.</p> <p><b>Provided that a penalty at the rate of upto 1 % (one per cent) of annual Fixed Charge shall be applicable in case of failure to achieve ramp rate of 1% per minute as per</b></p>	Penalty should be applicable in proportion to Contracted Capacity since the Ramp rate is for the entire machine.		<p>Since the entire capacity shall not be contracted with the utility. Moreover, this particular penalty calculation is based on certification issued by WRPC/WRLDC.</p>	Existing provision shall prevail.

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		methodology described in Schedule-F.				
29	11.6.2-APP	The Parties expressly agree that within 30 (thirty) days of the close of every Accounting Year, <b>the cumulative Availability for such year shall be determined and the Damages</b> , if any, shall be computed with reference to the Normative Availability for that year. The amount so arrived at shall be adjusted against the Damages determined for the respective months of the year and the balance remaining shall be adjusted in the following Monthly Invoice.	We understand that Cumulative annual availability shall be calculated at the end of the accounting year and based on the reconciled annual availability, <b>the differential Fixed Cost as well as Damages</b> with respect to Normative Availability shall be payable or recoverable.  PI confirm.			Existing provision shall prevail.
30	16.2.1 – APP	The Supplier shall appoint, and have during the subsistence of this Agreement as its Statutory Auditors, <b>a firm chosen by it and acceptable to the Utility</b> . All fees and expenses of the Statutory Auditors shall be borne by the Supplier.	Statutory Auditor is appointed by CAG, accordingly, this condition should be waived off.		JPL being the joint venture of NTPC, Statutory Auditor appointed by CAG.	Existing provision shall prevail.
31	Article -21-APP	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	How can the bidders demonstrate increase in cost or reduction in Net after Tax return? There is no financial model shared with Utility		Change in Law as mentioned by MoP Rules 2021 should be applied which mentions what situations tantamount	Existing provision shall prevail.

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		burden, the aggregate financial effect of which exceeds 0.1% (zero point one percent) of the Capacity Charge in any Accounting Year or if as a result of Change in Law, the Supplier benefits from a reduction in costs or increase in net after-tax return or other financial gains the aggregate financial effect of which exceeds 0.1% (zero point one percent) of the Capacity Charge in any Accounting Year, the impact of Change in Law to be adjusted and recovered shall be computed in accordance with the procedure provided in the applicable rules issued by the Ministry of Power'	at the time of Bid, then on basis comparison will be made.		to Change in Law. There should be no need to demonstrate reduction in return/increase in costs	
32	Article - 23.1.3-APP	If in spite of their best efforts, the parties fail to resolve the dispute, the same shall be referred for resolution under the Conciliation Committee of Independent Experts (CCIE)	This Clause may be deleted		There is provision to approach CERC/APTEL in other clauses of the Model Bidding Document which are rather appropriate forums for Dispute Resolution	Existing provision shall prevail.

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		constituted by the Appropriate Government.				
33	RFQ 2.2.1 (d) & 2.12.2 (vi)	2.2.1 (d) The Power Station has access to an assured supply of Fuel  2.12.2 (f) a copy of Fuel Supply Agreement or equivalent arrangement for the Power Station;	Clause 2.12.2 of the RFP requires the bidder to submit evidence towards fuel supply assurance. Please share the documentation required.			Format of Undertaking for arrangement of fuel has been uploaded in DEEP portal
34	APP	11.6.2 The Parties expressly agree that within 30 (thirty) days of the close of every Accounting Year, the cumulative monthly Availability for such year shall be determined and the Damages, if any, shall be computed with reference to the Normative Availability for that year. The amount so arrived at shall be adjusted against the Damages determined for the respective months of the year and the balance remaining shall be	Request your good office to kindly include the incentive part in the tender document as mentioned below:  “If the availability in any month exceeds the Normative Availability, the Supplier shall, in lieu of a Fixed Charge, be entitled to an Incentive which shall be calculated and paid at the rate of 50 % (fifty per cent) of the Fixed Charge for Availability in excess of Normative Availability. Provided, however, that any Incentive hereunder shall be due			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	Reply of CESC Ltd.
		adjusted in the following Monthly Invoice.	and payable only to the extent of Despatch of the Power Station. For the avoidance of doubt and by way of illustration, in the event the Availability in any month shall exceed the Normative Availability by 3% (three per cent) of the Contracted Capacity but the Despatch during that month shall exceed 1% (one per cent) of the Contracted Capacity, the Incentive payable hereunder shall be restricted to such 1% (one per cent) only.”			
35	APP	<b>10.5 Supply on Round the Clock Basis</b> The Supplier shall ensure the Availability of the Power Station on round the clock basis. The Utility may opt for a lower capacity requirement during pre-specified hours comprising [*****hours between ***** hours and*****hours.	Given that this is a Round-The-Clock (RTC) Contract, the clause allowing for a lower capacity requirement during specific hours is inconsistent with the nature of the agreement and may therefore be omitted.			Existing provision shall prevail.

Sl. No	Name of the Document	Clause No and Existing Provision	Queries/ Clarification Required	Suggested text for the amendment	Rationale clarification/ amendment for	Reply of CESC Ltd.
36	APP	11.6 Damages .....Provided that a penalty at the rate of up to 1 % (one per cent) of annual Fixed Charge shall be applicable in case of failure to achieve ramp rate of 1% per minute as per methodology described in Schedule-G.	Ramp rate penalty applicable as per Schedule –G should be waived off during the period of cold start up of the unit.			Existing provision shall prevail.
37	APP	14.4 Ramp up of Despatch  In the event the Utility Despatches less than 2% (two per cent) of Contracted Capacity at any time and requires ramping up of generation thereafter, it shall allow a period of 4 (four) hours to the Supplier for reaching Availability equal to the Contracted Capacity.	Ramp of despatch should be relaxed in view of the cold start-up of the thermal generating station as load restrictions are mandatory considering silica level.			Existing provision shall prevail.
38	APP	13.2 <b>Letter of Credit</b>  The Utility shall, no later than 30 (thirty) days prior to the likely date of the Appointed Date, provide to the Supplier, an	Schedule pertaining to letter of Credit indicate that standby letter of credit will be offered as part of payment security mechanism by the Utility.  Please confirm			-Confirmed-

Sl. No	Name of the Document	Clause No and Existing Provision	Queries/ Clarification Required	Suggested text for the amendment	Rationale clarification/ amendment for	Reply of CESC Ltd.
		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.				
39	APP	Schedule C & Schedule D <b>Default Escrow Account &amp; Deed of Hypothecation</b>	Provisions related to Default Escrow Agreement and Deed of Hypothecation has been deleted in other utility tender whereas CESC has retained these provisions. We believe that such Agreement/Deed requires Tender approval. Please Confirm if CESC has such approvals.			Provisions related to <b>Default Escrow Account &amp; Deed of Hypothecation have been deleted.</b>  Please refer our revised APP.
40	RFQ	<b>1.1.1</b> Brief particulars of the Project are as follows:  <b>Period when supply must commence</b> April 1, 2025	We understand that supply commencement date of 1 <sup>st</sup> April, 2025 seems to be early to complete the bidding process, obtaining regulatory approvals, issuance of LOAs, execution of			Existing provision shall prevail.

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			PPAs and also fulfillment of Conditions Precedent which will be required for commencement of power supply.  Please extend the supply commencement date to 01.06.2025.			
41	RFQ	<b>1.1.5</b> ..... 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 (one hundred) MW, whichever is lower. ....	As per SBD, the minimum bid capacity is defined as 50% or 100 MW whichever is lower. May please retain the same otherwise minimum bid capacity would become 20 MW which would be too low.	Bidders may bid for the capacity specified in Clause 1.1.1, or a part thereof, not being less than [50% (fifty per cent)] of such capacity or 100 (one hundred) MW, whichever is lower.		The bid quantum is as per requirement of CESC. Existing provision shall prevail.
42	RFQ	<b>1.3</b> Last date and time of submission of Application and Bids (including Section A and Section B) – <b>Bid Due Date</b> 22.01.2025 at 10:00 Hrs	The time for submission of the Bid on the Bid Due date is 10:00 Hrs only. It is requested to extend the time till 17:00 Hrs on the Bid Due date so that Bidders can utilize that day in submission of the Bid.			Existing provision shall prevail.
43	RFQ	<b>2.2 Eligibility of Bidders</b> 2.2.1 For determining the eligibility of Bidders for their pre-qualification hereunder, the following shall apply:	As the tariff to be quoted is on lumpsum basis and bidders can source fuel from open market/ e-auction/ imported coal etc., therefore, kindly waive off the assured supply of fuel criteria or	(d) Deleted. Or Undertaking for arrangement of assured supply of fuel will be considered.		Format of Undertaking for arrangement of fuel has been uploaded in DEEP portal.

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		<b>(d) the Power Station has access to an assured supply of Fuel;</b>	consider an undertaking from Bidders/Generators for arrangement of assured supply of fuel who does not have LOA/FSA.			
<b>44</b>	RFQ	<b>2.2 Eligibility of Bidders</b> (e) The Power Station shall have achieved commercial operation before the last date of submission of bids.	A Thermal Power Plant which is under advanced stage of construction/commissioning whose scheduled COD is in April, 2025 may be allowed to participate in the tender as Scheduled supply date is April 2025. Further as per clause 10.3 of the APP, in the event there is a delay in commercial operation, the Supplier may supply electricity from any alternative source. In view of the above, kindly clarify and allow such plants to participate. Further, more participation will increase competition which may lead to discovery of competitive tariff which shall be good for CESC and end consumers.			Existing provision shall prevail.
<b>45</b>	RFQ	<b>2.2.2</b> <b>(A) Technical Capacity:</b> For demonstrating technical capacity	In case a power plant is having installed capacity of 120 MW, then as per extant provision, it	<b>2.2.2</b> <b>(A) Technical Capacity:</b> For demonstrating technical		Existing provision shall prevail.

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		and experience (the “Technical Capacity”), the Bidder shall own and operate power generating station(s) having an installed capacity equivalent to <b>at least twice the capacity</b> for which the Bidder is willing to Bid.	will not be able to offer more than 60 MW even though it may have entire capacity untied and available to offer in the bid to CESC. Therefore, it is requested to relax the provision of having installed capacity equivalent to at least twice the offered capacity for better participation and increased competition.	capacity and experience (the “Technical Capacity”), the Bidder shall own and operate power generating station(s) having an installed capacity equivalent to <b>at least twice the capacity</b> for which the Bidder is willing to Bid.		
46	RFQ	<b>2.12.2 Documents required to be uploaded as per this RFQ shall contain:</b> (vi) a copy of Fuel Supply Agreement or equivalent arrangement for the Power Station;	Since no specific fuel source is mandated, Bidders/Developers may arrange e-auction coal/market coal for supply of power under this tender. Hence FSA or equivalent arrangement may be deleted. Alternatively, Bidders should be allowed to submit an undertaking for arrangement of assured supply of fuel for the contracted capacity. Submission of FSA may be deleted or modified accordingly.	<b>2.12.2 Documents required to be uploaded as per this RFQ shall contain:</b> (vi) a copy of Fuel Supply Agreement or equivalent arrangement for the Power Station <b>or submit an undertaking for arrangement of assured supply of fuel;</b>		Format of Undertaking for arrangement of fuel has been uploaded in DEEP portal.
47	RFQ	<b>2.12.2 Documents required to be uploaded as per this RFQ shall contain:</b> (vii) Evidence of available capacity of the Power Station; and	What documents are required to be submitted as an evidence of available capacity? Please clarify.	Under <b>ANNEX- V Particulars of the Power Station</b> , bidders submit the following:		Annexure-V does not include the quantum of electricity for which the Bidder has submitted bids which are yet not awarded.

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				4. Quantum of electricity contracted with other purchasers, if any (in MW): 5. Details of surplus capacity (in MW): 6. Proposed Supply of electricity (in MW): Therefore, we understand that there is no need to submit evidence of available capacity.		Existing provision shall prevail.
48	RFQ	<b>2.12.3</b> ..... Such hard copies should reach the aforementioned address <b>within 1 day</b> after the opening of the Application in accordance with Clause 1.3 of this RFQ .....	As per SBD, Hard copies are required to be submitted within 5 days after the opening of the Application. Please allow at-least 2 days after the opening of the Application to submit hard copies of documents.	<b>2.12.3</b> ..... Such hard copies should reach the aforementioned address <b>within 2 days</b> after the opening of the Application in accordance with Clause 1.3 of this RFQ .....		<b>2.12.3 &amp; 2.10.4 (RFS)</b> ..... Such hard copies should reach the aforementioned address <b>within 1 day</b> after the opening of the Application .....
49	RFP	<b>2.1.5</b> The Bid should be furnished in the format at Appendix-I, clearly indicating the Bid amount in both figures and words, in Indian Rupees, and signed by the Bidder's authorized signatory. In	We understand that Price bid to be submitted online only. Mentioning the price bid in the format at Appendix-I would lead to premature opening of price bid during evaluation of technical bid.			Existing provision shall prevail.

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		the event of any difference between figures and words, the amount indicated in words shall be taken into account.	Kindly clarify and request accept the price bid online only.			
50	APP	<b>12.2 Base Variable Charge</b> The Parties agree that the variable charge, in accordance with the offer of the Supplier for the Base Year, shall be Rs. ....(Rupees ....)11 per kWh, [comprising Rs....(Rupees....)12per kWh as the cost of Fuel/generating cost and Rs....(Rupees....) per kWh as the cost of transportation of which Rs.....(Rupees....) per kWh shall be in respect of domestic transportation,13 (the “Base Variable Charge”) which.....	Details w.r.t. cost of transportation may be deleted as the bid is based on Lumpsum tariff option.	<b>12.2 Base Variable Charge</b> 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....) <sup>23</sup> per kWh as the cost of Fuel/generating cost, (the “Base Variable Charge”) which ....		Existing provision shall prevail.
51	APP	<b>SCHEDULE-B PERFORMANCE SECURITY</b> 7. .... this Guarantee will remain in force for the period specified in paragraph 8 below and unless a demand or claim in	Clause 9.1.1 of the APP provides that Bank Guarantee shall be for a period of 6 (six) months. Therefore, in order to align with the above provisions, the	<b>SCHEDULE-B PERFORMANCE SECURITY</b> 7. .... this Guarantee will remain in force for the period specified in paragraph 8 below and		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	Reply of CESC Ltd.
		<p>writing is made by the Utility on the Bank under this Guarantee, no later than 6 (six) months from the date <b>of expiry</b> of this Guarantee, .....</p> <p>11. This Guarantee shall come into force with immediate effect and shall remain in force and effect for a period of <b>two years</b> from the date hereof or until it is released earlier by the Utility pursuant to the provisions of the Agreement.</p>	suggested changes should be incorporated.	<p>unless a demand or claim in writing is made by the Utility on the Bank under this Guarantee, no later than 6 (six) months from the date <del>of expiry</del> of this Guarantee, .....</p> <p>11. This Guarantee shall come into force with immediate effect and shall remain in force and effect for a period of <b>six months</b> from the date hereof or until it is released earlier by the Utility pursuant to the provisions of the Agreement.</p>		
52	APP	<p><b>SCHEDULE –B</b>  <b>(See Clause 9.1)</b>  <b>B. PERFORMANCE SECURITY BY THE SUPPLIER AND THE UTILITY</b></p>	<p>Format of Performance Security to be provided by the Supplier is given in Schedule-B however, Format of Performance Security to be provided by the Utility is not given.</p> <p>We understand that same format will be applicable on the</p>			The same format may be used by the supplier and the utility.

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			Performance Security to be provided by Utility also. Kindly clarify.						
53	General		Please Clarify, whether necessary approvals have been obtained from Hon’ble WBERC towards power procurement under medium term and Deviations if any from the SBD.			All necessary approval from appropriate authorities have been taken.			
54	RFQ	<p><b>1.1.1 (Pg. no 7)</b></p> <p>..... The Utility has decided to procure electricity from a power generating station that would dedicated a contracted capacity, as per the table below, for the production of electricity and supply thereof for a specified period and time of 2 (two) years (the “Project”) through Public Private Partnership (the “PPP”) on Finance, Own and Operate (the “FOO”) basis.....</p> <p>Brief particulars of the Project are as follows</p> <table><tr><td>Requisition</td><td>Quantum</td><td>Period</td></tr></table>	Requisition	Quantum	Period	The requisition quantum mentioned is up to 200 MW. Please clarify whether Utility is willing to procure full quantum or lesser quantum then the requisition quantum.			Existing provision shall prevail.
Requisition	Quantum	Period							

Sl. No	Name of the Document	Clause No and Existing Provision	Queries/ Clarification Required	Suggested text for the amendment	Rationale for clarification/ amendment	Reply of CESC Ltd.
		<div>RTC</div> <div>Up to 200</div> <div>Apr'25</div> <div>.....</div>				
55	RFQ	<b>1.1.3 (Pg. no 7)</b> The selected Bidder (the "Supplier"/ "Selected Bidder") shall be responsible for <b>financing, construction,</b> operation and maintenance of the Project.		The selected Bidder (the "Supplier"/ "Selected Bidder") shall be responsible for <del>financing, construction,</del> operation and maintenance of the Project.	As the Utility is seeking power from operational Plants, hence financing & construction must not be involved	Existing provision shall prevail.
56	RFQ	<b>1.1.5 (Pg. no 8)</b> ..... ..... Bidders may bid for the capacity specified in Clause 1.1.1, or a part thereof, not being less than <b>10% (ten per cent) of such capacity or 100 (one hundred) MW</b> , whichever is lower. The remaining capacity, if any, may be procured from other Bidders who are willing to match the lowest Bid.		..... ..... Bidders may bid for the capacity specified in Clause 1.1.1, or a part thereof, not being less than <b><u>10% 50% (ten fifty per cent)</u></b> of such capacity or 100 (one hundred) MW, whichever is lower. The remaining capacity, if any, may be procured from other Bidders who are willing to match the lowest Bid.	We would request CESC to align the said clause as per the SBD where in minimum quantity is 50% of the requisition capacity or 100MW whichever is lower.  If a 20MW or 5 MW generator becomes L1 and other bidders offering greater quantum does not match the L1 tariff, then this complete exercise will be futile.	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	Reply of CESC Ltd.
					So, to bring in serious bidders in the tender the mini	
57	RFQ	<b>1.2.1 (Pg. no 8)</b> ..... Prior to submission of the Application, the Bidder shall pay to the Utility a sum of Rs 60,000 (Rupees sixty thousand only) plus applicable taxes as indicated above, as the cost of the Bidding Process.	Kindly specify the applicable taxes to be paid for cost of the Bidding Process.			18% GST
58	RFQ	<b>1.2.8 (Pg no 9)</b> In terms of the RFP, a Bidder will be required to deposit, along with its Bid, a bid security of [Rs 5,00,000 (Rupees five lakh) per MW of capacity offered by the Bidder] (the "Bid Security"), .....		In terms of the RFP, a Bidder will be required to deposit, along with its Bid, a Bid security of Rs <del>3 5</del> lakh (Rupees <b>three</b> <del>five</del> lakh) per MW of capacity offered by the Bidder (the "Bid Security"), .....	Considering the present financial situation of Merchant generators, we would request you to kindly reduce the Bid security amount from Rs 5 Lakhs/MW to Rs 3 Lakhs/MW	Existing provision shall prevail.
59	RFQ	<b>1.2.9 (Pg.no 9)</b> In e-Reverse Auction Stage, the lowest Bid received in the e-	Kindly confirm that the Total reduction in Tariff i.e. Base Fixed			The total Tariff is the Lumpsum Tariff comprises of Fixed Charge and

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		Tender Stage shall be displayed to the Bidders on the DEEP Portal and thereafter any subsequent lowest bid in e-Reverse Auction Stage on a real time basis. During the e-Reverse Auction Stage, the Bidders will have the option of reducing the Tariff in decrements of 1 (one) paise or multiples thereof and to increase/maintain the quantum quoted by them at e-Tender Stage by 1 MW or multiples thereof. At the end of the e-Reverse Auction, lowest bidder will be identified by the system, the system will check all bids received in e-Tender and e-Reverse Auction and identify the Bidder who has quoted the lowest Tariff therein ("Lowest Bidder").	<p>Charge and Base Variable Charges will be 1 paise while bidder reduces the Tariff during the reverse auction.</p> <p><u>Case1:</u> total reduction in tariff will be 1 paise then reduction in Base Fixed Charge and Base Variable Charge shall be 0.5 paise each.</p> <p><u>Case2:</u> reduction in Base Fixed Charge and Base Variable Charge will be 1 paise each then total reduction in tariff will be 2 paise. Kindly confirm which case is applicable.</p>			Variable Charge. By reducing 1 paise, the Lumpsum Tariff decreases by 1 paise (reduction in Base Fixed Charge and Base Variable Charge shall be 0.5 paise each). The resultant Tariff be such that any one of the components (FC or VC) shall be at least 35% of the total Tariff.
60	RFQ	<p><b>Clause no 1.2.13 (Pg. no 10)</b></p> <p>.....</p> <p>... For Lumpsum Tariff, generating cost of electricity, the transmission charges and the</p>	<p>Please clarify below points: -</p> <p>1. We understand that Utility shall issue the requisite formats / certificates to coal companies towards</p>			Existing provision shall prevail.

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		transmission losses, shall form part of the Base Variable Charge.....	<p>commencement / usage of coal to Developer for onwards submission to CIL or its subsidiaries.</p> <p>2. We understand that the Power Station which have Shakti B(iii) Linkages are allowed to participate in the tender process.</p> <p>We understand that in case of Seller is connected to ISTS then Bidder/Seller shall not quote transmission charge and transmission losses.</p>			
61	RFQ	<b>1.3 Schedule of Bidding Process (Pg. no 12)</b> ..... ..... 12. Letter of Award (LOA) - To be intimated		12. Letter of Award (LOA) - <del>To be intimated</del> <b><u>Within 10 days of close of e-RA.</u></b>	Please align the said clause as per the SBD.	Existing provision shall prevail.
62	RFQ	<b>1.3 Schedule of Bidding Process (Pg. no 11)</b> ..... ..... Last date and time of submission of Application - 22.01.2025 at 10:00 Hrs		Last date and time of submission of Application - <del>22.01.2025</del> <b><u>30.01.2025</u></b> at <del>10:00</del> <b><u>17:00</u></b> Hrs	Post issuance of response to queries, Bidders are getting only 5 working days for Bid submission and on account of quarter	Existing provision shall prevail.

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					closing statutory auditors are not available due to which we may experience delay in issuance of certificates. We hereby request you to kindly extend bid submission by another one week.	
63	RFQ	<b>2.2.1 (Pg. No 13)</b> ..... ..... <b>(b) The Bidder should either be the owner and operator of the Power Station from where electricity shall be supplied or a Trading Licensee;</b> .....	<p>The bidder understands that different power stations owned &amp; operated by a Company and the subsidiary of the Company are allowed to participate in the Bidding process.</p> <p>For example: Power Stations X and Y are owned &amp; operated by ABC Ltd. Further, EFG Ltd. is a 100 subsidiary of ABC Ltd.</p> <p>Then can ABC Ltd. submit two separate bids from Power Station X and Y respectively and EFG Ltd., offering its own power, can also participate. Further, EFG Ltd. will be using the Financial strength of ABC Ltd. to</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	Reply of CESC Ltd.
			participate in the tender where ABC Ltd being associate of EFG Ltd.  Also, confirm there shall be no conflict of interest.			
64	RFQ	<p><b>Clause 2.2.1 (Pg no 13)</b> ..... ..... (d) the Power Station has access to an assured supply of Fuel;</p> <p><b>Clause 2.12.2 (Pg no 20)</b> <b>Documents required to be uploaded as per this RFQ shall contain</b> ..... ... vi) a copy of Fuel Supply Agreement or equivalent arrangement for the Power Station;</p>	Please clarify, whether Bidders can participate in the said tender by giving an fuel undertaking in lieu of FSA.			Format of Undertaking for arrangement of fuel has been uploaded in DEEP portal.
65	RFQ	<p><b>2.2.2 (Pg. No 14)</b> (B) Financial Capacity: The Bidder and/or its associate shall have a minimum Net Worth (the</p>		B) Financial Capacity: The Bidder and/or its associate shall have a minimum Net		Existing provision shall prevail.

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		<p>“Financial Capacity”) equivalent to Rs. 1 crore (Rs. one crore) per MW of the capacity ..... L1 Matching round greater than for which Financial Capacity has been demonstrated.</p> <p>In case the Bidder is a Trading Licensee, the condition under Clause 2.2.2(B) may be either fulfilled jointly or severally by the Trading Licensee and Developer and/or its associate of Developer.</p>		<p>Worth (the “Financial Capacity”) equivalent to Rs. 1 crore (Rs. one crore) per MW of the capacity the .....L1 Matching round greater than for which Financial Capacity has been demonstrated.</p> <p>In case the Bidder is a Trading Licensee, the condition under Clause 2.2.2(B) may be either fulfilled jointly or severally by the Trading Licensee and Developer and/or its associate of Developer <b><u>and/or its associates of Trading Licensee.</u></b></p>		
66	RFQ	<p><b>2.2.6 (Pg. no 14)</b></p> <p>An Bidder and/or the Developer (in case the Bidder is a Trading Licencee) should, in the last 3 (three) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial</p>	<p>In case of any stressed asset/NPA acquired by the Bidder through NCLT or Lenders, then the clause 2.2.6 is not applicable.</p> <p>Kindly confirm.</p>		<p>If any default or breach of agreement done by the previous owner of the Stressed Project/NPV and that project was acquired by the bidder. Such default or breach of</p>	<p>Existing provision shall prevail.</p>

Sl. No	Name of the Document	Clause No and Existing Provision	Queries/ Clarification Required	Suggested text for the amendment	Rationale for clarification/ amendment	Reply of CESC Ltd.
		authority or a judicial pronouncement or arbitration award against the Bidder and/or the Developer, as the case may be, nor has been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for breach by such Bidder and/or the Developer. ....			agreement prior to Project Acquisition Date is not applicable to the Bidder.	
67	RFQ	<b>2.12.2 (Pg no 20)</b> Documents required to be uploaded as per this RFQ shall contain: (iv) copies of Bidder's and Developer's (in case of Trading Licensee) duly audited balance sheet and profit and loss account for the preceding three years;			As "PowerPulse Trading Solutions Ltd", (being Trader for the said bid) was incorporated on 13th February, 2024 wherein as per section 2 (41) of the Companies Act 2013, in case of Company incorporated post 1st January of a year, financial year means period ending on the 31st March of the following year. Extract of relevant section is reproduced below:	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	Reply of CESC Ltd.
					<p><i>"As per Section 2 (41) of Companies Act 2013, "financial year", in relation to any company or body corporate, means the period ending on the 31st day of March every year, and where it has been incorporated on or after the 1st day of January of a year, the period ending on the 31st day of March of the following year, in respect whereof financial statement of the company or body corporate is made up:"</i></p> <p>Accordingly, no audited financial statement of the Trader for the period ended 31st March 2024 is available as first audited balance sheet will be for the period ended from 13<sup>th</sup> February 2024 to 31st March 2025 as per</p>	

Sl. No	Name of the Document	Clause No and Existing Provision	Queries/ Clarification Required	Suggested text for the amendment	Rationale for clarification/ amendment	Reply of CESC Ltd.
					requirement of Section 2 (41) of Companies Act, 2013.	
68	RFQ	<b>2.12.2 (Pg no 20)</b> Documents required to be uploaded as per this RFQ shall contain: (vi) a copy of Fuel Supply Agreement or equivalent arrangement for the Power Station;		Documents required to be uploaded as per this RFQ shall contain: (vi) a copy of Fuel Supply Agreement or equivalent arrangement for the Power Station <b><u>or Undertaking for fuel arrangement.</u></b>	Kindly allow bidders to participate in the tender based on the Fuel Undertaking in addition to LOA or Fuel Supply Agreement and also share the format of Fuel undertaking.	Format of Undertaking for arrangement of fuel has been uploaded in DEEP portal.
69	RFQ	<b>2.12.2 (Pg. No 20 -20)</b> ..... .... <b>(vii) Evidence of available capacity of the Power Station; and</b>	The details of surplus capacity, Plant COD, installed capacity is already submitted by the bidder in Annexure V. Apart from the above details, please clarify what other documents need to be submitted by the Bidder to provide the evidence of available capacity.			Annexure-V does not include the quantum of electricity for which the Bidder has submitted bids which are yet not awarded. Existing provision shall prevail.
70	RFQ	<b>2.12.2 (Pg no 20)</b>				Format of Undertaking for arrangement of fuel has

Sl. No	Name of the Document	Clause No and Existing Provision	Queries/ Clarification Required	Suggested text for the amendment	Rationale for clarification/ amendment	Reply of CESC Ltd.
		Documents required to be uploaded as per this RFQ shall contain:  (vi) a copy of Fuel Supply Agreement or equivalent arrangement for the Power Station;		Documents required to be uploaded as per this RFQ shall contain:  (vi) a copy of Fuel Supply Agreement or equivalent arrangement for the Power Station <b><u>or Undertaking for fuel arrangement.</u></b>		been uploaded in DEEP portal.
<b>71</b>	RFQ	<b>2.12.3 (Pg. No 20 -21)</b> The Bidders shall send the hard copy of all the original documents stated at Clause 2.12.2..... Such hard copies should reach the aforementioned address within <b>1 day</b> after the opening of the Application in accordance with Clause 1.3 of this RFQ. ....		The Bidders shall send the hard copy of all the original documents stated at Clause 2.12.2..... Such hard copies should reach the aforementioned address within <b><del>1</del> 5 day</b> after the opening of the Application in accordance with Clause 1.3 of this RFQ. ....		<b>2.12.3 &amp; 2.10.4 (RFS)</b> ..... Such hard copies should reach the aforementioned address <b>within 1 day</b> after the opening of the Application .....
<b>72</b>	RFQ	<b>ANNEX II Technical Capacity of Bidder (Pg no. 37 - 39)</b> Certificate from the Statutory Auditor regarding Eligible Projects		Kindly allow for issuance of certificate as per the ICAI guidelines.		Existing provision shall prevail.
<b>73</b>	RFQ	<b>ANNEX V Particulars of the Power Station (Pg no. 42)</b>				The surplus capacity to be declared shall be as on

Sl. No	Name of the Document	Clause No and Existing Provision	Queries/ Clarification Required	Suggested text for the amendment	Rationale clarification/ amendment for	Reply of CESC Ltd.
		..... 5. Details of surplus capacity (in MW):	We understand that the detail of the surplus capacity is on 01.04.2025. Please clarify.			01.04.2025 for a period of 2 years as per the bid document.
74	RFQ	<b>APPENDIX II Power of Attorney for signing of Application and Bid (Pg. no 43)</b>  .....connection with or incidental to submission of our application for pre-qualification and submission of our bid for the ***** Project proposed or being developed .....	Please clarify what needs to be mentioned in place of “*****”.			Name of the power plant quoted by the bidder in the e-tender stage.
75	RFP	<b>Clause 1.1.3 (Pg no 49)</b> A Bidder is required to deposit, along with its Bid, a bid security of Rs. 5 lakh (Rupees two lakh) per MW of capacity offered by the Bidder.....		A Bidder is required to deposit, along with its Bid, a bid security of Rs. 5 <u>3</u> lakh (Rupees <del>two</del> <u>three</u> lakh) per MW of capacity offered by the Bidder.....		Existing provision shall prevail.
76	RFP	<b>Clause 3.1.1 (Pg no – 63)</b>  The Utility shall open the <b>Bids at ***** hours</b> on the Bid Due Date.	Please mention the bid opening timeline.			Please refer the bid document- details already provided.

Sl. No	Name of the Document	Clause No and Existing Provision	Queries/ Clarification Required	Suggested text for the amendment	Rationale for clarification/ amendment	Reply of CESC Ltd.
77	RFP	<b>Clause 4.3 (Pg no – 64)</b> During the e-Reverse Auction Stage, the Bidders will have the option of reducing the Tariff quoted by them at e-Tender Stage in their Bids in decrements of 1 (one) paise or multiples thereof and to increase/maintain the quantum of capacity quoted by them at e-Tender Stage by 1 MW or multiples thereof.	We understand that at the time of e-RA, Bidders can reduce any / all components of Tariff i.e., Base Fixed charge and / or Base variable Charge towards cost of Fuel / generation. Please Clarify.			The lumpsum tariff is decreased by of 1 (one) paise or multiples thereof, which comprises of base fixed charge and base variable charge.
78	RFP	<b>Bid Security Appendix II and Performance Security Schedule B (Pg. no 74)</b>  ..... for the ..... <b>Project</b> (hereinafter referred to as the “Project”) pursuant to the Bidding Document dated ..... issued in respect of the Project and other related documents including without limitation the draft ..... agreement .....	Please clarify what needs to be mentioned in the blank i.e. name of the project.	“Notwithstanding anything contained herein,  i) Our liability under this Bank Guarantee shall not exceed _____ Rs. _____ (Rupees _____ only);  ii) This Bank Guarantee shall be valid upto ..... [		Name of the Project from where the power is proposed to be supplied.

Sl. No	Name of the Document	Clause No and Existing Provision	Queries/ Clarification Required	Suggested text for the amendment	Rationale for clarification/ amendment	Reply of CESC Ltd.
				<p>the Expiry Date of the Guarantee] only; and</p> <p>iii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before ....., if no written claim or demand is received by us within the aforesaid period then all your rights under this Bank guarantee shall stand extinguished and we shall be discharged of all liabilities under this Bank Guarantee thereafter.</p> <p>iv) This bank guarantee is subject to the ICC uniform rules for demand guarantees (ICC publication no. 758) and shall be governed by and construed in all respects, in</p>		

Sl. No	Name of the Document	Clause No and Existing Provision	Queries/ Clarification Required	Suggested text for the amendment	Rationale for clarification/ amendment	Reply of CESC Ltd.
				accordance with the laws of India		
79	RFP	<b>APPENDIX III Power of Attorney for signing of Bid (Pg. no 77)</b>  ..... connection with or incidental to submission of our Bid for the ***** Project proposed or being developed by the ***** (the “Utility”) including but not limited to signing and submission of all applications.....	Please clarify what needs to be mentioned in place of “*****”.			Name of the Project from where the power is proposed to be supplied.
80	Draft APP	<b>3.2.1</b> ..... ..... The Parties expressly agree that the Utility may, in pursuance of any re-organisation or restructuring undertaken in pursuance of Applicable Laws, or if it is unable to discharge its liabilities and obligations under this Agreement, substitute itself by another Distribution Licensee(s) and upon such		The Parties expressly agree that the Utility may, in pursuance of any re-organisation or restructuring undertaken in pursuance of Applicable Laws, or if it is unable to discharge its liabilities and obligations under this Agreement, substitute itself by another Distribution Licensee(s)		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	Reply of CESC Ltd.
		<p>substitution, all the functions, rights and obligations of the Utility under this Agreement shall be deemed to be transferred to the substituted entity in accordance with and subject to Applicable Laws .....</p> <p>..... Provided further that prior intimation of the substitution shall be given to the Supplier.</p>		<p>and upon such substitution, all the functions, rights and obligations of the Utility under this Agreement shall be deemed to be transferred to the substituted entity in accordance with and subject to Applicable Laws.....</p> <p>..... Provided further that prior intimation of the substitution shall be given to the Supplier <b><u>and the creditworthiness of the substituted entity shall be substantially similar or greater as compared to the Utility and in the event of any shortfall therein, credit enhancement shall be provided by the substituted entity to</u></b></p>		

Sl. No	Name of the Document	Clause No and Existing Provision	Queries/ Clarification Required	Suggested text for the amendment	Rationale for clarification/ amendment	Reply of CESC Ltd.
				<b><u>bridge the gap. Further, this shall not alter/modify/affect/dilute obligation of Utility under this PPA.</u></b>		
81	Draft APP	<b>3.2.2</b> In the event of additional Licensees operating in the same area of supply post the signing of this Agreement, the existing PPA may be reallocated in full or part by the competent authority to the other licensees in proportion to the number of consumers/ demand of power with the different licensees and the present Agreement shall apply to all such subsequent Licensees.		In the event of additional Licensees operating in the same area of supply post the signing of this Agreement, the existing PPA may be reallocated in full or part by the competent authority to the other licensees in proportion to the number of consumers/ demand of power with the different licensees and the present Agreement shall apply to all such subsequent Licensees. Provided further that <b><u>the creditworthiness of the additional licensee shall be substantially similar or greater as compared to</u></b>		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	Reply of CESC Ltd.
				<u>the Utility and in the event of any shortfall therein, credit enhancement shall be provided by the Utility to bridge the gap. Further, this shall not alter modify/affect /dilute obligation of Utility under this PPA.</u>		
82	Draft APP	4.1.2		Additional Clause:  <u>(g) Make an application before appropriate authority for grant of General Network Access (GNA) / T-GNA for carrying electricity beyond the Delivery Point till drawl point.</u>		Please refer to revised APP.
83	Draft APP	4.1.3 ..... ..... (e) [The Supplier shall have executed the Fuel Supply Agreement upon the fulfilment		..... ..... (e) <b>Omitted</b> <del>[The Supplier shall have executed the Fuel Supply Agreement</del>		Format of Undertaking for arrangement of fuel has been uploaded in DEEP portal.

Sl. No	Name of the Document	Clause No and Existing Provision	Queries/ Clarification Required	Suggested text for the amendment	Rationale for clarification/ amendment	Reply of CESC Ltd.
		of all the conditions laid down in the Letter of Assurance; .....		<del>upon the fulfilment of all the conditions laid down in the Letter of Assurance; .....</del>		
84	Draft APP	<b>4.5 Extension of Term of Agreement</b> In the event the damages are paid by the defaulting party as per provisions of clause 4.2 and 4.3 and the Agreement has not been terminated as per the provisions of Clause 4.4, the term of the Agreement shall be deemed to have been extended corresponding to the period of delay in fulfilment of conditions precedent. [For eg – If there is a delay of 15 days in the fulfilment of conditions precedent and the defaulting party has paid the applicable damages, the Appointed date shall start after 15 days from the originally stipulated Appointed Date.		<del><b>Omitted</b> In the event the damages are paid by the defaulting party as per provisions of clause 4.2 and 4.3 and the Agreement has not been terminated as per the provisions of Clause 4.4, the term of the Agreement shall be deemed to have been extended corresponding to the period of delay in fulfilment of conditions precedent. [For eg – If there is a delay of 15 days in the fulfilment of conditions precedent and the defaulting party has paid the applicable</del>		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	Reply of CESC Ltd.
				<del>damages, the Appointed date shall start after 15 days from the originally stipulated Appointed Date</del>		
85	Draft APP	<p><b>5.5 Obligations relating to SLDC and RLDC charges</b></p> <p>The Supplier shall be liable for payment of all the charges, due and payable under Applicable Laws by the Supplier to the SLDC and RLDC for and in respect of all its supplies to the Utility.</p>		<p>The Supplier shall be liable for payment of all the charges, due and payable under Applicable Laws by the Supplier to the SLDC <b><u>of the state other than the state where the Utility is located</u></b> and RLDC for and in respect of all its supplies to the Utility.</p>		Please refer the definition of Delivery Point. Existing provision shall prevail.
86	Draft APP	<p><b>Performance Security</b></p> <p><b>9.1.1</b> The Supplier shall, for the performance of its obligations hereunder, provide to the Utility no later than 30 (thirty) days from the date of this Agreement, an irrevocable and unconditional guarantee from a Schedule Bank for a sum equivalent to <b>Rs. ***** crore</b></p>	<p>Please clarify below points:</p> <p>1) Both Supplier and Utility shall provide the Performance Security to each other @ Rs. 10 Lakh/MW of the contracted capacity.</p> <p>Please share the format of the Performance Security to be</p>			<p>For the amount of Performance Security- Please refer to footnote under Article-9</p> <p><b>(PERFORMANCE SECURITY BY THE SUPPLIER AND THE UTILITY)</b></p>

Sl. No	Name of the Document	Clause No and Existing Provision	Queries/ Clarification Required	Suggested text for the amendment	Rationale for clarification/ amendment	Reply of CESC Ltd.
		<p><b>(Rupees ***** crore)<sup>16</sup></b> in the form set forth in Schedule-B (the “Performance Security”) .....</p> <p><b>9.1.2</b> The Utility shall, for the performance of its obligations hereunder, provide to the Supplier no later than 30 (thirty) days from the date of this Agreement, an irrevocable and unconditional guarantee from a Schedule Bank for a sum equivalent to <b>Rs. ***** crore (Rupees ***** crore)<sup>17</sup></b> in the form <b>set forth in Schedule-B</b> (the “Performance Security-Utility”) .....</p>	provided by Utility to Supplier as per the provision 9.1.2.			The format of Performance Security shall be as per SCHEDULE –B in APP.
<b>87</b>	Draft APP	<p><b>10.2.1</b> 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</p>	<ul style="list-style-type: none"> <li>We understand that the gain shall be calculated as the difference of sale revenue accrued from third parties and revenue to be accrued from supply under PPA Tariff. Please clarify.</li> </ul>	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	The said provision only talks about sharing of gains whereas any loss to the Supplier on account of non-utilization of contracted capacity is unaccounted for.	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	Reply of CESC Ltd.
		<p>be entitled to sell such <b>un requisitioned power on power exchange under day ahead or real time collective transaction or intra-day transaction.</b></p> <p>Provided that in such cases, Utility shall not be entitled to recall full or part of its un-requisitioned capacity.</p> <p>Provided further that if the Supplier is able to sell the unrequisitioned power, sharing of gain from such sale of such power shall be as per applicable rules issued by the Ministry of Power.</p>	<ul style="list-style-type: none"> <li>Please share the as on date rule applicable for sharing of gain issued by Ministry of Power.</li> <li>We understand that un requisition capacity can be also sold under bilateral mode.</li> </ul> <p>We understand that Utility shall give sufficient schedule such that technical minimum requirement of machine is met.</p>	<p>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 intra-day transaction <b><u>or day ahead contingency (DAC) or bilateral transaction.</u></b></p> <p>Provided that in such cases, Utility shall not be entitled to recall full or part of its un-requisitioned capacity.</p> <p><b><u>Provided further that in the event that any part of the Contracted Capacity, which is not utilised by the Utility and is, therefore, utilised for production of electricity and sale thereof to meet technical minimum requirement, then the Utility shall be liable for payment of difference of sale revenue accrued</u></b></p>	<p>Further, DAC and bilateral transaction should also be allowed for sale of un-requisitioned power.</p> <p>So, please modify the said clause.</p>	

Sl. No	Name of the Document	Clause No and Existing Provision	Queries/ Clarification Required	Suggested text for the amendment	Rationale for clarification/ amendment	Reply of CESC Ltd.
				<p><u>from third parties and revenue to be accrued from supply under PPA Tariff to the extent of quantum sold out of such contracted capacity.</u></p> <p>Provided further that if the Supplier is able to sell the un-requisitioned power to any Buyer, sharing of gain from sale of such power shall be as per applicable rules issued by the Ministry of Power.</p> <p><u>Provided further that if the Supplier is not able to sell the un-requisitioned power to any Buyer, then the Utility shall be liable for payment of Fixed Charges for such Contracted Capacity.</u></p>		
88	Draft APP	<b>10.3 Substitute Supply</b> In the event the Availability of the Power Station is reduced on		In the event the Availability of the Power	As the Utility is not liable to pay any extra cost for such procurement of power under alternate	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	Reply of CESC Ltd.
		account of scheduled maintenance, unscheduled maintenance, delay in commercial operation, shortage of Fuel or Force Majeure, the Supplier may, supply electricity from any alternative source, and such supply shall, for payment of Fixed Charge and Variable Charge, be deemed to be supply under and in accordance with the provisions of this Agreement. <b>Provided further that such supply of electricity from any alternative source shall be limited to 180 (one eighty) days at a time and 365 (three hundred and sixty five) days for the entire Contract Period.</b> For the avoidance of doubt, the Parties agree that in the event the Utility rejects any supply of electricity offered hereunder from an alternative source, the Supplier shall be deemed to be in compliance		Station is reduced on account of scheduled maintenance, unscheduled maintenance, delay in commercial operation, shortage of Fuel or Force Majeure, the Supplier may, supply electricity from any alternative source, and such supply shall, for payment of Fixed Charge and Variable Charge, be deemed to be supply under and in accordance with the provisions of this Agreement. <del>Provided further that such supply of electricity from any alternative source shall be limited to 180 (one eighty) days at a time and 365 (three hundred and sixty five) days for the entire Contract Period.</del> For the	source and all such liabilities shall remain with the Supplier. So, the restriction imposed on the number of days for power supply to Utility under alternate source shall be removed.	

Sl. No	Name of the Document	Clause No and Existing Provision	Queries/ Clarification Required	Suggested text for the amendment	Rationale for clarification/ amendment	Reply of CESC Ltd.
		with this Agreement for the purpose of determination of Availability and payment of Fixed Charge. ....		avoidance of doubt, the Parties agree that in the event the Utility rejects any supply of electricity offered hereunder from an alternative source, the Supplier shall be deemed to be in compliance with this Agreement for the purpose of determination of Availability and payment of Fixed Charge. ...		
89	Draft APP	<b>10.5 Supply on Round the Clock Basis</b> The Supplier shall ensure the Availability of the Power Station on round the clock basis. The Utility may opt for a lower capacity requirement during pre specified hours comprising [*****hours between ***** hours and*****hours.	Please clarify below points: During which hours of the day Utility shall take lower capacity requirement then the Contracted Capacity.	The Supplier shall ensure the Availability of the Power Station on round the clock basis. The Utility may opt for a lower capacity requirement during pre specified hours comprising [*****hours between ***** hours and*****hours. <u><b>Utility shall ensure that it will not offtake power</b></u>	Supplier cannot run the Unit below its technical minimum requirement. So, Utility shall ensure offtake up to technical minimum requirement.	The utility may inform for a lower capacity requirement during pre-specified hours on day ahead basis after getting the DC from the generator.

Sl. No	Name of the Document	Clause No and Existing Provision	Queries/ Clarification Required	Suggested text for the amendment	Rationale for clarification/ amendment	Reply of CESC Ltd.
				<u>lower than the technical minimum requirement of the plant.</u>		
90	Draft APP	<p><b>11.4 Computation of Fixed Charge</b></p> <p><b>11.4.2</b> The obligations of the Utility to pay Fixed Charges in any Accounting Year shall in no case exceed an amount equal to the Fixed Charge due and payable for and in respect of the Normative Availability of 85% (eight five per cent) computed with reference to the Contracted Capacity (the "Capacity Charge").</p> <p><b>Provided that the Availability to be considered for calculation of Fixed Charges shall be calculated and reconciled annually on cumulative basis.</b></p> <p><b>It is being clarified that for energy beyond 85% Normative Availability, only Energy Charge shall be payable by the Utility.</b></p>	<p>Please clarify below points:</p> <ol style="list-style-type: none"> <li>1. The billing of Fixed charges for a particular month shall be on cumulative availability basis till that month. Example: Suppose availability for the month of April is 100% and for the month of May it is 70%, then fixed charges payable for the month of May shall be on cumulative availability of 85% ((100 + 70)/2).</li> <li>2. The annual reconciliation of Availability is done for the purpose of payment of Fixed Charges to the supplier.</li> </ol> <p>The reconciliation of Fixed Charges in last Accounting Year</p>	<p>It is being clarified that for <u>the</u> energy <u>scheduled</u> beyond 85% Normative Availability <u>i.e. 85%</u>, only Energy Charge shall be payable by the Utility.</p>	The provision to be redrafted for bring in the clarity	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	Reply of CESC Ltd.
			shall be done immediately after expiry Contract Period.			
91	Draft APP	<p><b>11.4.3</b> 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,.....</p> <p>Provided further that sharing of gain from sale of such power shall be in the same manner as provided for sale of un-requisitioned power in applicable rules issued by the Ministry of Power.....</p>	<ul style="list-style-type: none"> <li>• We understand that the gain shall be calculated as the difference of sale revenue accrued from third parties and revenue to be accrued from supply under PPA Tariff. Please clarify.</li> <li>• Please share the as on date rule applicable for sharing of gain issued by Ministry of Power.</li> </ul>			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	Reply of CESC Ltd.
92	Draft APP	<b>11.6 Damages</b> <b>11.6.2</b> The Parties expressly agree that within 30 (thirty) days of the close of every Accounting Year, the cumulative monthly Availability for such year shall be determined and the Damages, if any, shall be computed with reference to the Normative Availability for that year. The amount so arrived at shall be adjusted against the Damages determined for the respective months of the year and the balance remaining shall be adjusted in the following Monthly Invoice.		<b>11.6 <u>Incentive &amp; Damages</u></b> 11.6.2 The Parties expressly agree that within 30 (thirty) days of the close of every Accounting Year, the cumulative monthly Availability for such year shall be determined and the <b><u>Incentive or</u></b> 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 <b><u>Incentive or</u></b> Damages determined for the respective months of the year and the balance remaining shall be adjusted in the following Monthly Invoice.  <u><b>However, it is clarified that no Damages shall be payable for reduction in Availability on account of deficiency in intra-state</b></u>	Supplier should be incentivized for making the capacity available above the normative availability. Also, Supplier should not be liable to pay damages in case of deficiency of transmission and shortage of fuel as both is beyond control of Supplier.	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	Reply of CESC Ltd.
				<u>transmission system and shortage of fuel.</u>		
93	Draft APP	<b>Additional Clause 11.6.3 Incentive</b>		In the event that the Availability in any month exceeds the Normative Availability, the Supplier shall, in lieu of a Fixed Charge, be entitled to an Incentive which shall be calculated and paid at the rate of 50 % (fifty per cent) of the Fixed Charge for Availability in excess of Normative Availability. Provided, however, that any Incentive hereunder shall be due and payable only to the extent of Despatch of the Power Station. For the avoidance of doubt and by way of illustration, in the event the Availability in any month shall exceed the Normative Availability by 3% (three per cent) of the	Supplier should be incentivized for making the capacity available above the normative availability,	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	Reply of CESC Ltd.
				Contracted Capacity but the Despatch during that month shall exceed 1% (one per cent) of the Contracted Capacity, the Incentive payable hereunder shall be restricted to such 1% (one per cent) only.		
94	Draft APP	<b>11.8 Taxes and duties</b>  <b>11.8.1</b> The Parties expressly agree that the Tariff shall be inclusive of all taxes and duties and cess as on bid submission date.		<b>11.8.1</b> The Parties expressly agree that the Tariff shall be inclusive of all taxes and duties and cess as on bid submission date. <b><u>For avoidance of doubt, it is clarified that the Tariff quoted is inclusive of all the Taxes &amp; Duties, as applicable on Bid Due Date and any variation in the same after the Bid Due Date shall be subject to adjustment, in</u></b>	The clause need to be modified to take care any change in Tax & Duties after Bid due date.	Existing provision shall prevail. Change In Law shall be as per Article-21

Sl. No	Name of the Document	Clause No and Existing Provision	Queries/ Clarification Required	Suggested text for the amendment	Rationale for clarification/ amendment	Reply of CESC Ltd.
				<u>accordance with the provision of Change in Law.</u>		
95	Draft APP	11.8.2 Omitted		<p>11.8.2 Omitted <u><b>The Tariff payable by the Utility under this Article 11 shall be inclusive of taxes on input such as Service Tax, Value Added Tax or General Sales Tax, Custom Duty on Fuel or any replacement thereof, if applicable, For avoidance of doubt, it is clarified that the Tariff quoted is inclusive of all the above 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.</b></u></p> <p><u><b>Further, the Tariff and incentive payable by the Utility under this Article 11 shall be exclusive of taxes</b></u></p>	The clause needs to be modified so the bidders have the clarity with regards to Taxes & Duties.	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	Reply of CESC Ltd.
				<u><i>applicable on sale / production of electricity /output such as any Service Tax, Electricity Duty, Value Added Tax or General Sales Tax shall be paid by the Supplier and reimbursed by the Utility upon submission of necessary particulars by the Supplier.</i></u>		
96	Draft APP	<b>11.9.1</b> Commencing from the month following the month in which the Appointed Date occurs, the Supplier shall, by the 5th (fifth) day of such and each succeeding month (or, if such day is not a Business Day, the immediately following Business Day), submit in triplicate to the Utility, an invoice in the agreed form (the “Monthly Invoice”) signed by the authorised signatory of the Supplier setting out the computation of the Fixed Charge and Variable Charge to be paid by the Utility to the Supplier	<p>Please clarify the following points:</p> <ol style="list-style-type: none"> <li>1. For the purpose of claiming the Fixed Charges, billing to be done based on cumulative availability from 1<sup>st</sup> April till the last day of the billing month.</li> <li>2. We understand that bills would be raised based on daily schedule published on RLDC website.</li> </ol>			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	Reply of CESC Ltd.
		in respect of the immediately preceding month in accordance with the provisions of this Agreement.	<p>3. As per the GNA regulation, T-GNA application can be submitted either by Trading Licensee or Buyer. So, please confirm in case the successful bidder is Generator then T-GNA application shall be punched by CESC.</p> <p>In case the TGNA application has to be processed by Trader, then all the open access charges shall be reimbursed by CESC to the Trader within 3 days from the date of raising of Invoice / bill through e-mail. Date of receipt of Invoice / bill shall be counted as day 1.</p>			
97	Draft APP	<p><b>11.9.2</b> ..... ..... (e) <b>detailed calculations of the Variable Charge</b>, in respect of the electricity dispatched, computed in accordance with</p>	As per our understanding below calculation is to be submitted under the said requirement:	<p>..... ..... (e) detailed calculations of the Variable Charge, in respect of the electricity dispatched, computed in</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	Reply of CESC Ltd.
		Article 12; (f) detailed calculations of the <b>Damages</b> in accordance with the provisions of Clause..... (i) details in respect of <b>Damages</b> payable in accordance with the provisions of this Agreement; .....	Units Supplied in a Month in kWh x cost of Variable charge in Rs/kWh. Please Clarify	accordance with Article 12; (f) detailed calculations of the <b><u>Incentives and/or</u></b> Damages in accordance with the provisions of Clause..... (i) details in respect of Damages <b><u>or Incentives</u></b> payable in accordance with the provisions of this Agreement; .....		
98	Draft APP	<b>11.10.1</b> ..... For the avoidance of doubt, even if a dispute is resolved amicably, any amount paid after the Payment Due Date shall be deemed as delayed payment for the purposes of payment of interest thereon and provisions <b>of the applicable rules issued by the Ministry of Power</b> , as amended from time to time, shall be applicable on such delayed payments.  <b>11.10.2</b> If any amount is payable	Please share the applicable rule issued by Ministry of Power.			Existing provision shall prevail.

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		by either Party to the other Party upon determination of a dispute regarding any Disputed Amount under the Dispute Resolution Procedure, such amount shall be deemed to be payable on the date when it first became due under this Agreement, and provisions of the applicable rules issued by <b>the Ministry of Powers</b> , as amended from time to time, shall be applicable on such amounts.				
99	Draft APP	<b>11.11 Discount for early payment</b> The Parties expressly agree that in the event the Utility pays the billed amount within the periods as specified below, it shall be entitled to deduct specified percentage of the amount by way of discount for early payment: (i) Upto 5 days from the date of submission of the invoice - 1.5% (ii) Upto - 10 days from the date		The Parties expressly agree that in the event the Utility pays the billed amount within the periods as specified below, it shall be entitled to deduct specified percentage of the amount by way of discount for early payment: (i) Upto 5 days from the date of submission of the invoice - 1.5%	The graded discount system does not encourage Utility to make the payment within 5 days after the receipt of the bill as by paying bills on 30 <sup>th</sup> days they can claim 1% discount. So, discount for early payment should be only applicable if the payment is made within 5 days	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	Reply of CESC Ltd.
		<p>of submission of the invoice - 1.4%</p> <p>(iii) Upto - 15 days from the date of submission of the invoice - 1.3%</p> <p>(iv) Upto - 20 days from the date of submission of the invoice - 1.2%</p> <p>(v) Upto - 25 days from the date of submission of the invoice - 1.1%</p> <p>(vi) Upto - 30 days from the date of submission of the invoice - 1.0%</p>		<p><del>(ii) Upto - 10 days from the date of submission of the invoice - 1.4%</del></p> <p><del>(iii) Upto - 15 days from the date of submission of the invoice - 1.3%</del></p> <p><del>(iv) Upto - 20 days from the date of submission of the invoice - 1.2%</del></p> <p><del>(v) Upto - 25 days from the date of submission of the invoice - 1.1%</del></p> <p><del>(vi) Upto - 30 days from the date of submission of the invoice - 1.0%</del></p>		
100	Draft APP	<p><b>12.2 .....</b></p> <p><b>For avoidance of doubt, the Parties expressly agree that the Variable Charge shall also include the transmission charges and transmission losses, in addition to the cost of generation, up to the Delivery</b></p>	Please clarify the added provision.			Existing provision shall prevail.

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		<b>Point as per the provisions of the APP.</b>				
101	Draft APP	<b>13.2.1</b> The Utility shall, no later than 30 (thirty) days prior to the likely date of the Appointed Date, provide to the Supplier, an unconditional, revolving and irrevocable letter of credit for an amount equivalent to the <b>Monthly Payment</b> (the “Letter of Credit”), which may be drawn upon by the Supplier for recovery of payment due against the Monthly Invoice in accordance with the provisions of this Agreement. The Letter of Credit shall be substantially in the form specified in Schedule-E and shall come into effect on the Appointed Date, and shall be modified once every year to reflect the revision in Monthly Payment in accordance with the provisions of this Agreement.		The 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 <b><u>Twice</u></b> the <del>Monthly Payment</del> <b><u>Invoice</u></b> (the “Letter of Credit”), which may be drawn upon by the Supplier for recovery of payment due against the Monthly Invoice in accordance with the provisions of this Agreement. The Letter of Credit shall be substantially in the form specified in Schedule-E and shall come into effect on the Appointed Date	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 almost two months; hence the value of LC must be of an amount equivalent to twice the Monthly Invoice.	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	Reply of CESC Ltd.
				and shall be modified once every year to reflect the revision in Monthly Payment in accordance with the provisions of this Agreement.		
102	Draft APP	13.2.2 The Letter of Credit shall be procured by the Utility from any scheduled bank. All costs and expenses relating to opening and maintenance of the Letter of Credit shall be borne by the Utility.		The Letter of Credit shall be procured by the Utility from <del>any scheduled bank</del> <b><u>a bank where at least thrice the value of the Monthly Payment are normally deposited, and which shall have been appointed as the Default Escrow Bank.</u></b> All costs and expenses relating to opening and maintenance of the Letter of Credit shall be borne by the Utility.	Consequential changes proposed to clause 13.2.1	Please refer to revised APP.
103	Draft APP	13.2.3 If any amount due and payable in respect of the Monthly Invoice for and in respect of the preceding month		<b><u>13.2.3 Omitted</u></b> <del>If any amount due and payable in respect of the Monthly Invoice for and in respect</del>	Please align the clause as per SBD.	Please refer to revised APP. Since Default Escrow Agreement and Deed of Hypothecations are

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		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, recover such amount on the strength of Letter of Credit.		<del>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, recover such amount on the strength of Letter of Credit.</del>		deleted, the same clause is retained.
104	Draft APP	<p><b>13.3.1</b></p> <p>..... if the Tariff or part thereof remains unpaid for a period of 1 (one) month from the Payment Due Date, then the recovery shall be made in accordance with the procedure provided in the applicable <b>rules issued by the Ministry of Power</b>, as amended from time to time.</p> <p>.....</p> <p><b>13.5 Operationalization of</b></p>	Please share the Ministry of Power rules referred in the said provision.			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	Reply of CESC Ltd.
		<b>Payment security mechanism</b> In case of non-maintenance of adequate payment security mechanism provisions of applicable <b>rules issued by the Ministry of Power</b> , as amended from time to time shall apply.				
105	Draft APP	<b>14.1.3</b> ..... However, if the Utility does not schedule the full or part of Contracted Capacity, Supplier may sell the same through the power exchange in line with the applicable <b>rules issued by the Ministry of Power</b> .	Please share the Ministry of Power rules referred in the said provision.			Existing provision shall prevail.
106	Draft APP	<b>16.1 Audited accounts</b>		<del>16.1 Audited accounts</del>	The Clause is relevant for long term PPAs. A supplier may have signed multiple medium term PPAs with different Procurers and each Procurer may have separate requirements, which for a Supplier would be difficult to fulfill.	Existing provision shall prevail.

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		<b>16.2 Appointment of auditor</b>		<del>16.2 Appointment of auditor</del>	Further, it's not possible to provide the audited financial results by 30 <sup>th</sup> May each year. It takes around 120 – 150 days.  In light, of the above the provision 16.1 & 16.2 should be deleted.	
<b>107</b>	Draft APP	<b>17.2</b> ..... <b>(i) any civil commotion, boycott or political agitation which prevents generation or transmission of electricity by the Supplier for an aggregate period exceeding</b> <b>(j) 7 (seven) days in an Accounting Year;</b>  <b>(k) any event or circumstances of a nature analogous to any of the foregoing.</b>		(i) any civil commotion, boycott or political agitation which prevents generation or transmission of electricity by the Supplier for an aggregate period exceeding <del>(j)</del> 7 (seven) days in an Accounting Year;  <del>(k)</del> <u>(l)</u> any event or circumstances of a nature analogous to any of the foregoing.	Provision (i) and (j) needs to be merged to giving meaning to the provision (i) and (k) needs to be re-numbered	-Accepted-

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108	Draft APP	<p><b>17.6 Allocation of costs arising out of Force Majeure</b></p> <p>Upon occurrence of a Force Majeure Event after the Appointed Date, the Parties shall bear their respective Force Majeure Costs and neither Party shall be required to pay to the other Party any costs thereof.</p>		<p>Upon occurrence of a Force Majeure Event after the Appointed Date, <b><u>shall be allocated and paid as follows</u></b></p> <p>(a) upon occurrence of a <b><u>Force Majeure Event as per clause 17.2, the Parties shall bear their respective Force Majeure Costs</u></b> the <del>Other events and</del> neither Party shall be required to pay to the other Party any costs thereof.</p> <p><b><u>upon occurrence of a Other Events as per clause 17.3, all Force Majeure Costs attributable to such Other Events shall be reimbursed by the Utility to the Supplier.</u></b></p>	Any cost implication related to other Events should be reimbursed to Supplier by the Utility.	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	Reply of CESC Ltd.
109	Draft APP	<b>Additional clause to be mentioned</b>		<b><u>Clause to be added.</u></b> <b><u>17.9 Relief for Unforeseen Events</u></b>		Existing provision shall prevail.
110	Draft APP	<b>18.2 Compensation for default by the Utility</b>  In the event of the Utility being in material breach or default of this Agreement at any time after the Appointed Date, then the recovery by the Supplier shall be made in accordance with the procedure provided in the applicable <b>rules issued by the Ministry of Power</b> , as amended from time to time.	Please share the Ministry of Power rules referred in the said provision.			Existing provision shall prevail.
111	Draft APP	<b>19.2.1</b> (d) the Utility has failed to make any payment to the Supplier, and the Supplier is unable to recover any unpaid amounts in accordance with the <b>provisions of the applicable rules issued by the Ministry of Power</b> , or .....	Please share the Ministry of Power rules referred in the said provision.			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	Reply of CESC Ltd.
112	Draft APP	<p><b>19.3.1</b> Apart from the other payments to be made by the Supplier on Supplier Default, 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 <b>of 6 (six) months</b> as if the Contracted Capacity was Available for such <b>6 (six) months</b> from the date of Termination.</p> <p><b>19.3.2</b> Apart from the other payments to be made by the Utility on Utility Default, 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 <b>6(six) months</b> as if the Contracted Capacity was</p>		<p><b>19.3.1</b> Apart from the other payments to be made by the Supplier on Supplier Default, 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 <b>of 6-(six)-2 (two) months</b> as if the Contracted Capacity was Available for such <del>6 (six)</del> <b>2 (two) months</b> from the date of Termination.</p> <p><b>19.3.2</b> Apart from the other payments to be made by the Utility on Utility Default, upon Termination on account of a Utility Default, the Utility shall pay to the Supplier,</p>	The clause is being modified on account of Contract Period being 24 months	Existing provision shall prevail.

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		Available for such <b>6(six) months</b> from the date of Termination.		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 <del>6(six)</del> <b>2 (two) months</b> as if the Contracted Capacity was Available for such <del>6(six)</del> <b>2 (two) months</b> from the date of Termination.		
<b>113</b>	Draft APP	<b>23.1 Dispute resolution</b> 23.1.3 If in spite of their best efforts, the parties fail to resolve the dispute, the same shall be referred for resolution under the Conciliation Committee of Independent Experts (CCIE) constituted by the Appropriate Government.	Please define Appropriate Government?  Further, before participation in the tender Bidders should have clarity how the disputes, if any, shall be addressed.			Existing provision shall prevail.
<b>114</b>	Draft APP	<b>25.4 Delayed payments</b> The Parties hereto agree that payments due from one Party to the other Party under the provisions of this Agreement	Please share the Ministry of Power rules referred in the said provision.	The Parties hereto agree that payments due from one Party to the other Party under the provisions	Due date for only Monthly Invoice is defined. So, to bring in clarity of due date for other invoices other	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	Reply of CESC Ltd.
		shall be made within the period set forth therein, and in the event of delay beyond such period the recovery thereof shall be in accordance with the <b>applicable rules issued by the Ministry of Power</b> , as amended from time to time.		of this Agreement shall be made within the period set forth therein, <b><u>if no such period is specified, within 30 (thirty) days of receiving a demand along with the necessary particulars</u></b> 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.	than Monthly Invoice is defined	
115	Draft APP	<b>Schedule B Performance Security</b>  7. .... this Guarantee will remain in force for the period specified in paragraph 8 below and unless a demand or claim in writing is made by the Utility on the Bank under this Guarantee, no later <b>than 6 (six) months from the date of expiry</b> of this Guarantee, .....		7. .... this Guarantee will remain in force for the period specified in paragraph 8 below and unless a demand or claim in writing is made by the Utility on the Bank under this Guarantee, no later than 6 (six) months from the date of expiry of this	As per clause 9.1.1 Performance Security shall remain valid for a period of 6 months after the date of commencement of supply. But the provision related to validity in Scheule B is contradictory to clause 9.1.1.	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	Reply of CESC Ltd.
		11. This Guarantee shall come into force with immediate effect and <b>shall remain in force and effect for a period of two years from the date hereof</b> or until it is released earlier by the Utility pursuant to the provisions of the Agreement. .....		Guarantee, .....  11. This Guarantee shall come into force with immediate effect and shall remain in force and effect for a period of <del>two years</del> <b>6 months</b> from the date hereof or until it is released earlier by the Utility pursuant to the provisions of the Agreement. .....	So, we request you to align the validity provision in line with clause 9.1.1.	
<b>116</b>	Draft APP	<b>Schedule F</b> Methodology For Calculation of ECR For Blending with Alternate Sources.	It is requested to amend the mentioned definition, as per Ministry of Power (MOP) Clarifications dated 21.03.2023 clarifying the Interpretation issues in methodology prescribed for recovery of additional cost of blending.			Existing provision shall prevail.
<b>117</b>	General		PPA refers various rules notified by Ministry of Power. So, all these rules should be made part of the PPA and same should be shared with reply to queries.			Queries raised by Bidders have been replied in the Clarifications given by CESC.

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118	RFQ	<p>Bid Document for Procurement of electricity on medium term basis [2 years] from Thermal Generating Stations with Contracted Capacity up to 200 MW Tender Specification no: ED (PM) / 2024-25 / 460</p> <p>Event No.: CESC / Medium / Lumpsum Tariff / 24-25 / ET / 191 RA No: CESC / Medium / Lumpsum Tariff / 24-25 / RA/159 Issued by:</p> <p>POWER MARKETING DEPARTMENT CESC LIMITED 1st Floor CESC House Chowringhee Square Kolkata-700001 Date of issue: 02.01.2024</p>				Date of issue: 02.01.2025