## **Essel Infra**

S. no.	Clause / Article	Queries for better understanding	Reply
1	Article	As the Input Points will be at 33kV level, How will be the losses on 33kV Line will he distributed if cross-over points are there?	Input MU in the Base line data is inclusive of line loss of input to export point. The same principle will be followed for determination of monthly Input during franchise operation.
2	7.2.5	If there is any 33 kV consumer and Open Access Consumers on same network, How wheeling Charges will be adjusted?	Presently no such consumer exists in the proposed franchisee area.
3		What is the total geographical area covered under each Circle?	May be collected from the Superintendent Engineer during the field visit.
4	5.8.1	What are the Provisions to avail additional power from outside?	No such provision has been envisaged to avail additional power from outside. However, additional power as required shall be available from Utility.
5		Base year shall be Fixed and no provision to change in future	Yes
6	3.2.10	Collection figures are exclusive of ED and other levies and taxes?	Yes
7		Minimum Mandated Capital Expenditure?	50% of the annual billed amount of base year equally distributed over a period of 7 years.
8	5.7.9	DF will be abide by all safety rules and regulation, but accident occurs from existing and dilapidated network, which needs time to renovate, hence DF will not be responsible for such accident and compensation thereof for at least 1 Year.	Not acceptable
9	5.5.3	Any ongoing projects under various Govt. Schemes? Is there any allocation of Liabilities and Funds to DF in such Projects	List of ongoing projects may be collected during field visit. However, no liability on account of these projects will lie to the DF.
10	5.6.4.2	DF will be given some time to meet all necessary Compliances, atleast for 1Yr.	Not acceptable. However Article 14.2.2 provide for indemnification of any third party claim on account of Utility Assets as on effective date for a period of six months by the Utility to the DF which takes care.
11	5.8.5	New Service connection will be provided to HT Consumers at 11kV only	The DF is to provide new service connection to all consumers (both HT & LT) as per the Regulation. The service connection charge is to be retained by DF for meeting the expenditure for the purpose.
12	6.1.1	At import and export of energy from non-DF area, metering arrangement will be done by DISCOM only?	Yes
13	2.2.2	ABR shall be freezed for base year	Yes
14		Detail of ongoing projects for Infrastucture improvements	May be collected from the Superintendent Engineer during the field visit.



SI	Clause	Suggestion for change	
No	No	/modification/ammendments in RFP	
1	3.1.1	Since Bidder is accountable to 33 KV feeders Metering point that shall be emanating from Grid SS 220/132/33 KV Apex metering in order to avoid the ambiguity/dependency/coordination issue ,it is suggested to include 33 KV dedicated consumers and broad base the responsibility of taking over 33 KV consumers and maintenanceof 33/11 KV SS,33 KV lines,replacement of PTRs and uprating and upgrading of 33 KV lines as defined as a distribution assets	Suggestion to include 33KV dedicated consumer within the scope is not acceptable as metering is done at Grid point and maintenance is done by the consumer.
2	3.2.1	Not the past liabilities but long term contractual obligation in relation to capex and power purchase arrangements	Past liabilities shall be borne by Utility.
3	3.2.5	Including 33 Kv consumers	The DF is to provide new service connection and power supply to all consumers (both HT-33KV & 11KV and LT) as per the Regulation, except dedicated 33KV supply consumers.
4	3.2.6	below 33 KV lines and Substations	Tender Clause stands
5	3.2.20 /21	Right to represent GoO/0ERC regarding review meeting, development work/capex/any other incentives and concessions for servicing better to the consumers of franchised areas.	Not acceptable. As licensee, the Utility to present based on the input from the franchisee.
6	3.3.3/	In any case employees cost are historical cost/sunk cost may not be asked for reimbursement. They may also required to be associated in partnership upto 1 year till the gaining the ground	[Utility]'s employees shall provide handholding support to the franchisee for the first six (6) months with phased withdrawal after initial three (3) months through mutual discussion between Utility and DF for which the Utility shall bear the cost of salary & allowances payable to the [Utility]'s employees involved therein.
7	5.3.1	internal resource generation definition to be defined	The Internal Resource Generation of the Bidder should be [Equivalent to 10% of the Annual Revenue Billed in the franchisee area for the year preceding the year in which the bidding is done].
8	11.1	Since LC is in place favouring Discoms equivalent to two months input bill, further 20% PBG appears to be high and requested to reduce to 10%.	No Payment Security Deposit required from the DF in view of Default Escrow Agreement under 11.8.  As provisioned in the Article-2.1.2 of this Agreement, the Distribution Franchisee shall submit and maintain valid for the term of this Agreement, a performance guarantee to the satisfaction of [UTILITY] in the form of an irrevocable and unconditional Bank Guarantee from any nationalized bank or Scheduled Bank
			for an amount equivalent to 1/10 <sup>th</sup> of the total annual revenue billed in the [FY 2016-17]. The Performance Guarantee shall be governed in the manner described in this Article.



9	11.1	EMD,since refundable,may be reduced to 1%	Each Bidder shall submit an Earnest Money Deposit (EMD) of an amount equivalent to 2% of the Annual Revenue Billed in the Franchisee Area (Circle wise) in the form of a Bank Guarantee or Demand Draft drawn on a Nationalised /Scheduled bank, in favour of Utility.
10	7.2.16	100% penal under sec 126 and 135 of EA	The DF shall be paid 75% of penal collection amount as incentive which is collected under section 126 of EA 2003, rest amount shall be refunded to the Utility.
11	8.1	PDC arreas 50% and Live arrear 25%	Arrears shall be collected by the DF from both connected live consumers and permanent Disconnected (PD) consumers which will be retained with them and suitably adjusted in the Annualized Input Rate / Rate per Unit (RPU). The contents of Article 8.1 to 8.14 which are redundant due to this change will be deemed to be deleted.
12	16.7	accrued to the last billing cycle prior to expiry date i.e. 15th anniversary year and liability to the collection and factoring over the period of one year or limited to one month's input billing	Tender Clause stands
13	16.8	utility event of default shall be limited to outstanding in relation to debt due/LC amount due to retire	Tender Clause stands
14	11.8	collateral security arrangement to be on tripartite having first charge in favour of lenders if any	Tender Clause stands
15	14.1/2	Dealing with fatal and non fatal accidents for both human and non human category upto One year be responsibility of Discoms to handle the legal aspects and compensation there of if NY	Tender Clause stands

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## SHYAM INDUS POWER SOLUTIONS PRIVATE LIMITED

SI.	Clause	Description	SIPS's Submission / Query	Reply
1	Summery Sheet Earnest Money Deposit	Rs. 7 Crs (Seven Crs only) and In favour of Administrator	This seems to be 4% of Amount billed in Base Year. As per the standard practice of tenders, we request you to keep the EMD at 1% of Amount Billed in Base Year.	Each Bidder shall submit an Earnest Money Deposit (EMD) of an amount equivalent to 2% of the Annual Revenue Billed in the Franchisee Area (Circle wise) in the form of a Bank Guarantee or Demand Draft drawn on a Nationalised / Scheduled bank, in favour of Utility
2	Bidding Process  Clause 4.1.6	The final award of the Project shall be made by [NESCO Utility] to the successful Bidder after evaluation of The Financial Proposal. Any single bidder will be awarded franchisee contract for maximum of four (4) Circles in three Utilities (WESCO, SOUTHCO & NESCO) together. Because of this provision for awarding franchisee contract for maximum of four (4) circles to any single Bidder and to maintain the uniformity in evaluation among the Utilities, the pre-bid meeting & evaluation will be made centrally at DMU, GRIDCO. The price-bids will be opened sequentially in the order of WESCO, SOUTHCO and NESCO. If any Bidder is found H1 in four (4) circles his Bid for the subsequent Circles will not be opened. Before price bid opening, it has to	opened."	The final award of the Project shall be made by [Utility] to the successful Bidder after evaluation of the Financial Proposal. Any single bidder will be awarded franchisee contract for maximum of four (4) Circles in



		be ensured that the bidder fulfils the qualifying criteria cumulatively for circles for which the bidder is already H1 and the circle for which the price bid will be opened.		in one (1) Circle, his Bid for the subsequent Circle(s) will be opened, provided the bidder fulfils the qualifying criteria cumulatively in respect of Minimum Annual Turnover (MAAT) under 5.3.1.(II) for Circle(s) for which the bidder is already H1 and the Circle for which the price bid will be opened
3	Technical Proposal Clause 5.3.1 (III)	The minimum Net worth of the Bidder should be Rs.85 Crs (Eighty Five Crs). [Equivalent to 50% Annual Revenue Billed in the franchisee area for the year preceding the year in which the bidding is done].	We request you to kindly consider this as 25% of Annual Revenue Billed in the franchisee area for the year preceding the year in which the bidding is done	The minimum Net worth of the Bidder should be [Equivalent to 10% Annual Revenue Billed in the franchisee area for the year preceding the year in which the bidding is done].
4	Technical Proposal Clause 5.3.1 (IV)	The Internal Resource Generation of the Bidder should be Rs.43 Crs (Forty three Crs). [Equivalent to 25% of the Annual Revenue Billed in the franchisee area for the year preceding the year in which the bidding is done].	Keeping in view the challenges in this domain of business this clause may be removed which will give scope for more bidders to participate.	The Internal Resource Generation of the Bidder should be [Equivalent to 10% of the Annual Revenue Billed in the franchisee area for the year preceding the year in which the bidding is done.
5	Technical Proposal Clause 5.3.1 (V)	The bidder should have experience of handing at least 1.6 lacs consumers in organised retail sector. [40 % of the total number of consumers in the franchisee areas for the year preceding the year in which the bidding is done]	1. Kindly define the term "Organised retail sector" applicability in this distribution domain. 2. We request you that the credentials of the bidder/ its subsidiary / affiliates may be considered for meeting the qualification criteria. Request you to modify the clause as provided below: "v) The bidder through its subsidiaries/affiliates should have experience of handing at	The bidder should have experience of handling at least 40% of number of consumers of the franchisee area in metering, billing, collection and consumer services of any public Utility for the year preceding the year in which the bidding is done.

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			leastlacs consumers in organised retail sector. [40 % of the total number of consumers in the franchisee areas for the year preceding the year in which the bidding is done]"	2. Tender Clause Stands
6	Annexure 1: Distributio n Franchisee Agreement  ARTICLE 5: Activities of Distributio n Franchisee Clause 5.6.6 (d)	"h) The adjustment against arrears on account of Consumers who are permanently disconnected by the Distribution Franchisee after the Effective Date shall be allowed from the Security Deposit of the respective Consumer after following applicable regulations. However, in case of Consumers existing on the Effective Date, [Utility] shall have the first right on the security deposit."	the clause with respect to retention of Security Deposit by the DF / Utility for adjustment against arrears for following two cases:  a) New consumers added during the DF Period and disconnected permanently subsequently within the DF period b) Connected Live consumers at effective Date and	In regard to first inference of the DF the same is agreed.  In regard to second If the consumer having Nil arrear at the effective date:  Case I- If a existing consumer at the effective date having nil arrear then the DF has the first right on the security deposit on the SD  If the consumer having arrear then the utility have first right on the security deposit up to the arrear amount.  Case II- DF has the right to adjust the SD of new consumer added after the effective date.
7	Annexure 1: Distributio n Franchisee Agreement  ARTICLE 8: Arrears Clause 8.4	"Distribution Franchisee shall be liable to collect the arrears from current live consumers accrued in last one month prior to Effective Date on account of charges for usage of electricity. These arrears shall be collected and remitted to [Utility] by DF. The DF shall collect and remit amount at least equivalent to the prevailing collection efficiency taking into account the collection efficiency in the corresponding month of last year including the amount already recovered"	The Effective date of takeover of DF area would depend on lot of factors as well as the takeover month can't be ascertained at this point of time. Additionally, there will be seasonality in collection efficiency across months in a particular year. Hence, to remove the uncertainty with respect to collection efficiency we suggest to consider the average collection efficiency of the base year.  The proposed clause with respect to the change is as given below: "Distribution Franchisee shall be liable to collect the arrears from current live consumers accrued in last one month prior to Effective Date on account of charges for usage of electricity. These arrears shall be collected and remitted to	Tender Clause Stands

	Annexure 1: Distributio n Franchisee Agreement ARTICLE 7:	"In case of any change in the tariff structure by the OERC during the Distribution Franchisee period, the Tariff adjustment factor will be calculated as below. Tariff Adjustment Factor =	[Utility] by DF. The DF shall collect and remit amount at least equivalent to the prevailing collection efficiency taking into account the collection efficiency in the base year including the amount already recovered."  We request you to clarify the computation of tariff for a particular consumer category (D1, D2 etc.) whether it would be based on:  Average billing rate for the consumer category, Energy Charges notified by OERC for the particular consumer	Amended formula will be reflected in the revised RFP
	Billing and Payment  Clause 7.1.1  Monthly Invoice	(D2/D1 * BAD)/BAD+BAA+BAND+BAI ) + (A2/A1 * BAA/BAD+BAA+BAND+BAI) + (ND2/ND1 * BAND/BAD+BAA+BAND+BA I) + (12/11 * BAI/BAD+BAA+BAND+BAI)} Where; D1 = Base year tariff for domestic category (for the sub-category with the maximum number of consumers in the last one year). D2 = Revised tariff for domestic category (for the same category as considered for D1) "	category, Revenue billed for the consumer category, etc. Further, a sample computation of Tariff Adjustment Factor would provide more clarity and remove any ambiguity during the RFP stage itself.	
9	Brief Roles and Responsibil ities of Distributio n Franchisee in the Franchisee Area Clause 3.2.8	Clause 3.2.8: "The defective meters shall also be replaced by DF within the time frame" Clause 5.5.3.2: "New and Other existing Work in progress for Capital Investments shall be continued by the [Utility]."	The scope of DF also includes the replacement of defective meter and installation of new meters. We request you to clarify whether the DF or the Utility shall be responsible for capital expenditure for procurement of meters.  Also, in case the capital expenditure is undertaken by the DF for a consumer, clarification with regard to the retention of the meter rent by the DF for that particular consumer shall be provided with suitable amended	Any meter provided by DF which will be collected from the consumers by means of meter rent will be retained by the DF.

	5.5.3.2 of DFA		clause/(s).	
10	Rights and Authorities of a Franchisee Clause 3.2.21	"For the activities outsourced by [Utility] to any agencies prior to appointment of Distribution Franchisee as indicated in Table-6 above, if the Distribution Franchisee does not agree to continue with such outsourced activities, [Utility] will cancel such outsourced agreements."	We request you to please notify the minimum time period after which outsourced agencies contract will be terminated and the qualified bidder can bring his own team for the same.	Already mentioned in the RFP document.
11	Financial Proposal Clause 5.4.4	The methodology for computation of present value of revenue is explained with the help of an exhibit below:  Ref: The excel file sent namely Bench_Mark_RPU_07.07.1 7	Regarding fixation of benchmark RPU for each of the 15 years.  • The Billing efficiency has been increased significantly on year to year basis. Assumption of billing efficiency of 92% for LT consumers in 15th year is very optimistic, given that a benchmark distribution loss of 8% is assumed for HT network for energy audit & other related calculations. Hence we request you to review the Distribution loss reduction target from first year onwards.  • For Jajpur, the benchmark billing efficiency is showing an improvement of 50% during first 5 years of operations i.e. from 52% to 78%, which is on the higher side for a new entrant who will take time to completely take over the operation. We therefore request you to moderate the loss reduction target for first 3 years.  • Further the final T&D loss for the 15th year should be at least 16%. Hence we request you to recalculate the benchmark RPU keeping the above changes in view.	Revised RPU will be uploaded shortly.



## FEDCO LIMITED

Queries of M/s FEDCO with respect to RFP for" Appointment of Input Based Distribution Franchisee" and Reply

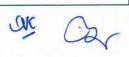
	and Reply				
Pg. No	Claus e No	Description of RFP Queries.	M/s FEDCO's Submission	REPLY	
23		The minimum Net worth of the Bidder should be Rs.85 Crs (Eighty Five Crs). [Equivalent to 50% Annual Revenue Billed in the franchisee area for the year preceding the year in which the bidding is done].	Option 1: Request to make Net Worth 5% of the Annual Revenue Billed per circle. Option-2: Request to keep this flat @ Rs. 10 Crs. Per circle.	The minimum Net worth of the Bidder should be [Equivalent to 10% Annual Revenue Billed in the franchisee area for the year preceding the year in which the bidding is done.	
& 24	5.3.1	The Internal Resource Generation of the Bidder should be Rs.43 Crs (Forty three Crs). [Equivalent to 25% of the Annual Revenue Billed in the franchisee area for the year preceding the year in which the bidding is done].	Option-o1: This clause please be kept as "either or" to the net worth criteria i.e. Either Net worth or Internal Resource Generation to be met by the bidder.  Option-2: Request to waive off this clause please.	The Internal Resource Generation of the Bidder should be [Equivalent to 10% of the Annual Revenue Billed in the franchisee area for the year preceding the year in which the bidding is done.	
23	5.2.1	Consortium Bidding is not allowed	Request to consider the Holding and Subsidiary companies as per the standard practices.	Tender Clause stands	
22	4.1.6	Cumulative Qualifying scenario	Request to limit the cumulative qualifying requirement to Each DISCOM only.	The final award of the Project shall be made by [Utility] to the successful Bidder after evaluation of the Financial Proposal. Any single bidder will be awarded franchisee contract for maximum of four (4) Circles in three Utilities (WESCO, SOUTHCO & NESCO) together. Because of this provision for awarding franchisee contract for maximum of four (4) circles	





				to any single Bidder and to maintain the uniformity in evaluation among the Utilities, the pre-bid meeting & evaluation will be made centrally. The price-bids will be opened sequentially in the order of WESCO, SOUTHCO and NESCO. If any Bidder is found H1 in one (1) Circle, his Bid for the subsequent Circle(s) will be opened, provided the bidder fulfils the qualifying criteria cumulatively in respect of Minimum Annual Turnover (MAAT) under 5.3.1.(II) for Circle(s) for which the bidder is already H1 and the Circle for
	6.3	EMD Rs 3.0 Crs to Rs.7.6 Crs.	Request to Make Rs 30.00 Lakhs per circle or @ Rs 10.00 Lakhs per division multiplied by Number of Divisions.	which the price bid will be opened  Each Bidder shall submit an Earnest Money Deposit (EMD) of an amount equivalent to 2% of the Annual Revenue Billed in the Franchisee Area (Circle wise) in the form of a Bank Guarantee or Demand Draft drawn on a Nationalised /Scheduled bank, in favour of Utility.
70,7	11.1	Security Deposit: The Distribution Franchisee shall submit a security deposit to the satisfaction of [NESCO UTILITY] in the form of an irrevocable and unconditional Letter of Credit from any	Request to limit security deposit to a value equivalent to 7 days of the average monthly input invoice and also to consider the option of	No Payment Security Deposit required from the DF in view of Default Escrow Agreement under 11.8.  (11.1 to 11.7 Deleted)

	nationalized bank or Scheduled Bank for an amount equivalent to two months' estimated amount payable to *NESCO UTILITY] by Distribution Franchisee based on two months average energy input at Input Points	providing BG to the current provision.	4
11.9	Performance Guarantee: The Distribution Franchisee shall submit a performance guarantee to the satisfaction of [NESCO UTILITY] in the form of an irrevocable and unconditional Performance Guarantee from any nationalized bank or Scheduled Bank for an amount equivalent to 1/5th of the total annual revenue billed in the [FY 2016-17]	Request to limit the Performance BG to a consolidated figure of Rs 1.0 Cr per circle.	As provisioned in the Article-2.1.2 of this Agreement, the Distribution Franchisee shall submit and maintain valid for the term of this Agreement, a performance guarantee to the satisfaction of [UTILITY] in the form of an irrevocable and unconditional Bank Guarantee from any nationalized bank or Scheduled Bank for an amount equivalent to 1/10 <sup>th</sup> of the total annual revenue billed in the [FY 2016-17].The Performance Guarantee shall be governed in the manner described in this Article.
2.5.9	Capex: 50% of the Annual Billed Revenue of the circle		The details of minimum capital expenditure [Equivalent to 50% of Total Revenue Billed for the Base Year] to be carried out by the franchisee over the initial period of seven (7) years are to be given by the bidder.
	Bench Mark Input WESCO	Request of moderation of two circles of WESCO in line with NESCO & SOUTHCO	Query not clear



20	3.3.3	Utility employees should provide handholding support to the franchisee for the first 3 months for which the DF shall have to bear the cost of salary & allowances payable to the Utility employees involved therein	Request to exempt DF from bearing the cost of Salary and allowances payable to utilities employees involved in handholding period. Also request that, the financial liabilities arising on account of shortfall (in input payment by DF during handholding period to be adjusted in subsequent 12 months' time frame.	[Utility]'s employees shall provide handholding support to the franchisee for the first six (6) months with phased withdrawal after initial three (3) months through mutual discussion between Utility and DF for which the Utility shall bear the cost of salary & allowances payable to the [Utility]'s employees involved therein.
	17	Arbitration Clause	Request keep provision for third party arbitration as per Arbitration and Conciliation act.	Tender Clause stands
	18	Exit Clause	Request to put up an exit clause	Termination Clause takes care, no exit clause acceptable
	19	Month wise Data of Circle for FY 15-16 and FY 16-17	Request to provide month wise data of FY 15-16 and FY 16-17 in the enclosed format (Annexure—A) please.	May be collected from the Superintendent Engineer during the field visit.
67	8	Penal Collection and Arrears	We understand that Arrear is inbuilt in the benchmark input rate and it is a cumbersome affair to segregate the arrear components which may lead to numerous differences of opinion. Therefore we request to treat all realization from	Arrears shall be collected by the DF from both connected live consumers and permanent Disconnected (PD) consumers which will be retained with them and suitably adjusted in the Annualized Input Rate / Rate per Unit (RPU). The contents of Article 8.1 to 8.14 which are redundant due to this change will be deemed to be deleted.

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	consumers on account of electricity charges are to be considered as collection only for all purposes. As a consequence to this suggestion, the Incentives to the franchisee may be waived off.  The DF shall be paid 75% of pen collection amount which collected under section 126 of 8 2003, rest amount shall be refunded to Utility.
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Pre-Bid Queries & Reply thereto FLUENT GRID LIMITED						
Page No	Section/ Clause	Clause Info		Queries	Reply	
requali	fication Crit	eria				
25 5.3.1 III. Ne Bio Rs. (Ni On 50' Re the for pre in v is c V.	5.3.1	III. The minimum Net worth of the Bidder should be Rs.90.0 Crores (Ninety Crores Only). [Equivalent to 50% Annual Revenue Billed in the franchisee area for the year preceding the year in which the bidding	A CONTRACTOR OF THE PARTY OF TH	uest you to reduce minimum Net worth of Bidder to Rs.60 Crores	The minimum Net worth of the Bidder should be [Equivalent to 10% Annual Revenue Billed in the franchisee area for the year preceding the year in which the bidding is done].	
	is done].  V. The bidder should have experience of	Request you to amend the clause as follows: The bidder should have experience of handing for a consumer base of 2.08 lakhs [100 % of the total number of consumers in the	The bidder should have experience of handling at least 40%			
		handing at least 0.85 lakhs consumers in organized retail sector.	fran disti	chisee areas] in operating power ribution franchisee in India/Abroad for a od of 3 years during the last 5	of number of consumers of the franchisee area in metering, billing,	
		[40 % of the total number of consumers in the franchisee areas for the year		OR  1. The bidder should have experience of developing and implementing systems and processes related to Metering,	collection and consumer services of any public Utility for the year preceding the year in which the	
		preceding the year in which the bidding is done]		Billing and Collection for a consumer base of 2.08 lakhs [100 % of the total number of consumers in the franchisee areas] in one or more than	bidding is done.	
				one project in Power Utilities during the last 3 Years		
	== (%)			And		
				<ol> <li>The bidder should have experience of handling the services related to Revenue Management and Consumer management for a consumer base of 2.08 lakhs [100 %of the total number of consumers in the franchisee areas] in any one of the project during the last 3 Years</li> </ol>		

