

## Clarification to Queries/ Request for Information: Procurement of Power on Medium Term basis

Sr. No.	Document	Clause No. and Existing Provision	Clarification Required	Suggested text for the Amendment	Rationale for Clarification or Amendment	GRIDCO's Response						
1.	General		As the present document has deviation from the SBD document issued by Ministry of Power. So, request you to share approval of Hon'ble OERC towards the deviation from SBD.			The intimation regarding procurement of power on medium term basis with modifications have been submitted to Hon'ble OERC. The approval will be sought after conclusion of the Tendering Process.						
2.	RFQ	<b>1.1.1 (Pg. no 6) - Table</b> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 50%;">Requisition</th> <th style="width: 50%;">Capacity Required (in MW)</th> </tr> </thead> <tbody> <tr> <td>RTC</td> <td>200</td> </tr> <tr> <td>Peak (00:00 to 02:00 hrs and 18:00 to 24:00 hrs)</td> <td>200</td> </tr> </tbody> </table>	Requisition	Capacity Required (in MW)	RTC	200	Peak (00:00 to 02:00 hrs and 18:00 to 24:00 hrs)	200	We understand that the Bidder can participate in both or either of the requisition i.e. RTC requisition - 200 MW and Peak requisition - 200 MW (00:00 to 02:00 hrs and 18:00 to 24:00 hrs) Please clarify.			The bidders can participate in both or either (RTC/non-RTC) of the requisitions.
Requisition	Capacity Required (in MW)											
RTC	200											
Peak (00:00 to 02:00 hrs and 18:00 to 24:00 hrs)	200											
3.	RFQ	<b>1.1.1 (Pg. no 6) - Table</b> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 100%;">Time Period</th> </tr> </thead> <tbody> <tr> <td>4 Years and extendable up to 6 Years</td> </tr> </tbody> </table>	Time Period	4 Years and extendable up to 6 Years		<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 100%;">Time Period</th> </tr> </thead> <tbody> <tr> <td>4 Years and extendable up to 6 Years</td> </tr> </tbody> </table>	Time Period	4 Years and extendable up to 6 Years	Kindly keep the contract period either for 4 years or 6 years. Because, as per the FSA terms & condition under SHATKI B(iii), any renewal or	The extension is on mutually agreed basis.		
Time Period												
4 Years and extendable up to 6 Years												
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					extension of PPA beyond its original time period shall not be considered and CIL shall not provide coal for such extended period.	
4.	RFQ	<b>1.1.3 (Pg. no 6)</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.	As per tender document.
5.	RFQ	<b>1.1.5 (Pg no 7)</b> All Bidders shall indicate the particulars of the relevant Power Station in the form specified at Annex-V of Appendix-I and at National e-Bidding Portal ("DEEP Portal") developed by PFC Consulting Ltd. Bidders may bid for the capacity specified in Clause 1.1.1, or a part thereof, not being less than 50% (fifty per cent) <b>of such capacity or 25 (Twenty Five) MW,</b> whichever is lower. The		<b>1.1.5 (Pg no 7)</b> All Bidders shall indicate the particulars of the relevant Power Station in the form specified at Annex-V of Appendix-I and at National e-Bidding Portal ("DEEP Portal") developed by PFC Consulting Ltd. Bidders may bid for the capacity specified in Clause 1.1.1, or a part thereof, not being less than 50% (fifty per cent) of such capacity or <del>25 (Twenty Five)</del> <b>100 (Hundred)</b> MW,	We would request NPCL 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 25MW generator becomes L1 and other bidders offering greater quantum does not match the L1 tariff then this complete exercise will be futile.	As per tender document.

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		remaining capacity, if any, may be procured from other Bidders who are willing to match the lowest Bid.		whichever is lower. The remaining capacity, if any, may be procured from other Bidders who are willing to match the lowest Bid.	So, to bring in serious bidders in the tender the minimum capacity should be 100 MW.	
6.	RFQ	<b>1.2.1 (Pg no 7)</b> GRIDCO has adopted a two-stage bidding process (collectively referred to as the "Bidding Process") .....the Bidder shall pay to GRIDCO a <b>sum of Rs 15,000 (Rupees sixty thousand) for every 25 MW capacity to be procured</b> , plus applicable taxes as indicated above, as the cost of the Bidding Process.	In case Bidders are willing to participate in both the requisitions i.e., RTC & Peak, then how Bid processing fees has to be calculated?			Modifications done in Corrigendum - 3.
7.	RFQ	<b>1.2.8 (Pg no 8)</b> In terms of the RFP, a Bidder will be required to deposit, along with its Bid, a bid security of Rs 2,00,000 (Rupees two lakh) per MW of capacity offered by the Bidder (the "Bid Security") .....	Please clarify, in case of participation in non-RTC requisition, how bid security shall be calculated?			A bid security of Rs 2,00,000 (Rupees two lakh) per MW for each bid irrespective of RTC or non-RTC bid.
8.	RFQ	<b>1.2.9 (Pg.no 8)</b>				As per tender Document.

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		<p>In e-Reverse Auction Stage, the lowest Bid received in the e-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>	<p>Kindly confirm that the Total reduction in Tariff i.e. Base Fixed 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>			
9.	RFQ	<p><b>Clause no 1.2.13 (Pg. no 9)</b>            .....            .....</p>	<p>Please clarify below points:</p> <p>1. We understand that</p>			As per Tender Document.

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		<p>For Lumpsum Tariff, generating cost of electricity, the transmission charges and the transmission losses, shall form part of the Base Variable Charge..... .....</p>	<p>GRIDCO shall issue the requisite formats / certificates to coal companies towards 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>3. We understand that Bidder shall quote transmission charge as Rs. zero/unit and transmission losses as Rs. zero/unit.</p> <p>If at all Bidders have to quote the transmission charges &amp; losses in the Tariff, then we understand that same is only for the purpose of evaluation, however payment of Fixed &amp; Variable charges shall be done at the Delivery</p>			

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			point i.e., CTU interconnection of Generator.			
10.	RFQ	<p><b>2.2 Eligibility of bidders (Pg. no 11)</b></p> <p>2.2.1 For determining the eligibility of Bidders for their pre-qualification hereunder, the following shall apply:</p> <p>.....</p> <p>.....</p> <p>(b) The Bidder should either be the owner and operator of the Power Station from where electricity shall be supplied [or a Trading Licensee.</p> <p>.....b.</p> <p>....</p>	<p>(i) Whether a Trading Licensee can participate through multiple generation sources?</p> <p>(ii) If a Trading Licensee can participate through multiple generation sources:</p> <p>(a) Would the Trading Licensee be required to submit different financial bids for each generation source?</p> <p>(b) Would the Trading Licensee be allowed to submit bids for capacity exceeding requisition capacity?</p> <p>c. For instance, against a requisition capacity of 200 MW a Trading Licensee may tie-up with two generation sources and bid for 150 MW from Source-1 and 100 MW from Source-2, thus</p>			<p>Different bidders can place bid from the same power station, however, the bid quantum should be exclusive of each other.</p> <p>For example, two bidders "A" &amp; "B" can place bid from Generating station "X" for a quantum of "a" MW &amp; "b" MW respectively. However, in that case the power plant Merchant capacity should be greater or equal to (a+b) MW and 'a' and 'b' shouldn't refer to the same available quantum of the power plant.</p>

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		d.	<p>bidding for a cumulative capacity of 250 MW?</p> <p>(c) Would it be required to pay the Cost of Bidding Process for each generation source?</p>			
13.	RFQ	<p><b>2.2.6 (Pg. no 12)</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 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. ....</p> <p>For avoidance of doubt, it is clarified that, if the</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><b>2.2.6 (Pg. no 12)</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 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. ....</p> <p>For avoidance of doubt, it</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 agreement prior to Project Acquisition Date is not applicable to the Bidder.</p> <p>Also, provision related to getting NOC from beneficiaries prior to the NCLT proceeding should be removed as the bidder is responsible for supplying the power as per the agreement. Further, said added provision is not in line</p>	As per tender document.

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		Bidder is bidding from any stressed Project/NPA which it has acquired through the NCLT proceedings, the bidder should ensure that the bid quantum should not be tied up with any beneficiary and additionally, <b>the bidder should submit NOC from each beneficiary of the concerned power station with which it has a tied up quantum prior to the NCLT proceedings.</b>		is clarified that, if the Bidder is bidding from any stressed Project/NPA which it has acquired through the NCLT proceedings, the bidder should ensure that the bid quantum should not be tied up with any beneficiary. and additionally, <del>the bidder should submit NOC from each beneficiary of the concerned power station with which it has a tied up quantum prior to the NCLT proceedings.</del>	with the SBD.	
14.	RFQ	<b>APPENDIX I (Pg no 29)</b> 19. {I/We hereby undertake that in the event the Bidder is selected as the Selected Bidder, I/We shall surrender the proportionate quantity of any existing Letter of Assurance /Fuel Supply Agreement to the supplier of the coal, not being the Letter of Assurance/ Fuel Supply Agreement arranged by GRIDCO, corresponding		19. <b><i>Omitted</i></b> <del>{I/We hereby undertake that in the event the Bidder is selected as the Selected Bidder, I/We shall surrender the proportionate quantity of any existing Letter of Assurance /Fuel Supply Agreement to the supplier of the coal, not being the Letter of Assurance/ Fuel Supply Agreement arranged by GRIDCO, corresponding</del>	The said clause needs to be deleted, as the Coal is being arranged by the Supplier.	Refer to the footnote <i>"The point no 19:-To be retained only if source of fuel is from Allocated Coal Linkage arranged by GRIDCO."</i>

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		to the tenure of the Letter of Assurance /Fuel Supply Agreement arranged by GRIDCO.}		<del>to the tenure of the Letter of Assurance /Fuel Supply Agreement arranged by GRIDCO.}</del>		
15.	RFQ	<p><b>APPENDIX I Letter Comprising the Application for Pre-Qualification to be uploaded during e-Tender Stage (Pg. no 29)</b>  .....  .....  20. I/ We certify that in terms of Section A of the Bidding Document, [my/our Network is Rs. .... (Rs. in words) and our Technical Capacity is equivalent to .....MW (MW in words).  .....  .....</p>	<p>We understand that the quantum to be mentioned against the Technical Capacity is installed capacity.  Please clarify.</p>			As per tender document.
16.	RFQ	<p><b>APPENDIX II Power of Attorney for signing of Application and Bid (Pg. no 38)</b>  .....connecti  on with or incidental to  submission of our  application for pre-  qualification and</p>	<p>Please clarify what needs to be mentioned in place of "*****".</p>			Modifications done in corrigendum -3.

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		<p>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 .....</p>				
17.	RFQ	<p><b>ANNEX II Technical Capacity of Bidder (Pg no. 32 - 34)</b>  Certificate from the Statutory Auditor regarding Eligible Projects</p>		Kindly allow for issuance of certificate as per the ICAI guidelines.	This certificate format is not as per ICAI guidelines. Thus, statutory auditor will not be able to provide the certificate in the same format.	As per Tender Document.
18.	RFP	<p><b>Clause 1.1.5 (Pg no 42)</b> Bids are invited for the Project on the basis of a tariff to be offered by a Bidder for and in respect of the Project. For the purposes of evaluation hereunder, the Base Fixed Charge and Base Variable Charge shall constitute the tariff for the Power Station (the "Tariff"). for Lump sum Tariff, generating cost of electricity, <b>the transmission charges and</b></p>	We understand that Bidder connected CTU shall quote transmission charge as Rs. zero/unit and transmission losses as Rs. zero/unit. Please clarify.			As per tender document.

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		<p><b>the transmission losses,</b> shall form part of the Base Variable Charge. The Base Fixed Charge and the Base Variable Charge shall each be at least 35% of the Tariff. The contract period shall be pre-determined and specified in the Bidding Documents.</p>				
19.	RFP	<p><b>Clause 4.3 (Pg no - 55)</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.</p>	<p>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.</p>			As per tender document.
20.	RFP	<p><b>APPENDIX - I</b> <b>Letter comprising the Bid (Pg no 63)</b> ..... ..... 30. I/ We hereby submit the following Bid and offer, as on the Bid Due Date, in accordance with</p>	<p>We understand that the Bidder has to quote the tariff numbers only on the MSTC portal and not to be mentioned in the hard copy. Please confirm.</p>			As per tender document.

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		<p>the provisions of the APP and Clause 4.8 of this RFP:</p> <p>(a) A Tariff of Rs.....and paise.....\$ (Rupees....and paise.....) per kWh comprising a Base Variable Charge of Rs.....and paise.....\$ (Rupees ....and paise ....) per kW including (i) Rs. ....and paise...\$ (Rupees....and paise....) per kWh as the cost of generation (ii) Rs.....and paise...\$ (Rupees....and paise....) per kWh as the cost of transmission charge and (iii) Rs.....and paise...\$ (Rupees....and paise....) per kWh as the cost of transmission loss and a Base Fixed Charge of Rs.....and paise.....\$ (Rupees ....and paise ....) per kWh which is equal to the cost of generation.</p>				
21.	RFP	<p><b>APPENDIX - II (Pg no 65)</b>  <b>Bank Guarantee for Bid Security</b>  <b>1. ....</b></p>	Please clarify what needs to be mentioned in the blank i.e. name of the project.	"Notwithstanding anything contained herein,	Following may be added in the Bid Security format as the	As per tender document.

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		<p>.... for the ..... Project (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 .....</p>		<p>i) Our liability under this Bank Guarantee shall not exceed Rs. _____ (Rupees _____ only);</p> <p>ii) This Bank Guarantee shall be valid upto ..... [ 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>Bank Guarantee formed needs to have the mentioned clause as same is mandatory for banks to have it.</p>	

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				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 ACCORDANCE WITH THE LAWS OF INDIA		
22.	RFQ	<p><b>APPENDIX II Power of Attorney for signing of Bid (Pg. no 68)</b></p> <p>..... 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.....</p>	Please clarify what needs to be mentioned in place of "*****".			Modifications done in Corrigendum - 3.
23.	Draft APP	<p><b>APP recital (Pg no 1)</b></p> <p><b>WHEREAS:</b></p> <p><b>(A) GRIDCO has resolved to procure electricity from a power generating station that would deliver a Contracted Capacity of</b></p>	Please clarify whether two different APP will be executed for RTC and Non-RTC requisition.			Single APP to be signed with a single successful bidder for both RTC and non-RTC bids.

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		<p>_____ MW at the Delivery Point corresponding to ***MW of gross generation on finance, own and operate (the "FOO") basis, in accordance with the terms and conditions to be set forth in an agreement for procurement of power to be entered</p>				
24.	Draft APP	<p><b>Clause 3.1.1 (Pg no 9)</b>  Subject to and in accordance with the provisions of this Agreement, Applicable Laws and the Applicable Permits, GRIDCO hereby awards to the Supplier the procurement contract set forth herein [for producing electricity at the Power Station" if Supplier is NOT a Trading Licensee] for supply thereof to GRIDCO (the "Procurement Contract") for a period of <b>4 (four) years which can be extended by 1 or 2 years</b> and the Supplier hereby accepts the</p>		<p>Subject to and in accordance with the provisions of this Agreement, Applicable Laws and the Applicable Permits, GRIDCO hereby awards to the Supplier the procurement contract set forth herein [for producing electricity at the Power Station" if Supplier is NOT a Trading Licensee] for supply thereof to GRIDCO (the "Procurement Contract") for a period of 4 (four) years <del>which can be extended by 1 or 2 years</del> and the Supplier hereby</p>	<p>Kindly keep the contract period either for 4 years or 6 years. Because, as per the FSA terms &amp; condition under SHATKI B(iii), any renewal or extension of PPA beyond its original time period shall not be considered and CIL shall not provide coal for such extended period.</p>	<p>The extended period is only on mutually agreed basis.</p>

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		Procurement Contract and agrees to implement the same subject to and in accordance with the terms and conditions set forth herein.		accepts the Procurement Contract and agrees to implement the same subject to and in accordance with the terms and conditions set forth herein.		
25.	Draft APP	<p><b>3.2.1 (Pg no 10)</b>            .....            .....</p> <p>The Parties expressly agree that the GRIDCO may, in pursuance of any re-organisation or restructuring undertaken in pursuance of Applicable Laws, or if it is unable to discharge its liabilities and obligations under this Agreement, substitute itself by another Distribution Licensee(s) and upon such substitution, all the functions, rights and obligations of the GRIDCO under this Agreement shall be deemed to be transferred to the substituted entity in accordance with and subject to Applicable</p>		The Parties expressly agree that the GRIDCO may, in pursuance of any re-organisation or restructuring undertaken in pursuance of Applicable Laws, or if it is unable to discharge its liabilities and obligations under this Agreement, substitute itself by another Distribution Licensee(s) and upon such substitution, all the functions, rights and obligations of the GRIDCO under this Agreement shall be deemed to be transferred to the substituted entity in accordance with and subject to Applicable Laws.....	In case of substitution of Utility, it should be ensured that credit worthiness of the another Distribution Licensee should at least be of the existing Utility. This should be even applicable in case additional Licensee in the same area of supply.	As per tender document.

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		Laws ..... ..... Provided further that prior intimation of the substitution shall be given to the Supplier.		..... 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 GRIDCO and in the event of any shortfall therein, credit enhancement shall be provided by the substituted entity to bridge the gap. Further, this shall not alter/modify/affect/dilute obligation of GRIDCO under this PPA.</u></b>		
26.	Draft APP	<b>3.2.2 (Pg.no 10)</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		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		As per Tender Document.

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		number of consumers/ demand of power with the different licensees and the present Agreement shall apply to all such subsequent Licensees.		number of consumers/ demand of power with the different licensees and the present Agreement shall apply to all such subsequent Licensees. Provided further that <u>the creditworthiness of the additional licensee shall be substantially similar or greater as compared to the GRIDCO and in the event of any shortfall therein, credit enhancement shall be provided by the GRIDCO to bridge the gap. Further, this shall not alter /modify/affect/dilute obligation of GRIDCO under this PPA.</u>		
27.	Draft APP	4.1.2 (Pg no 11)		Additional Clause:  <u>(g) Make an application before appropriate authority for grant of General Network Access (GNA) / T-GNA for</u>	Provision (g) has been added in light of the General Network Access (GNA) Regulation issued by Hon'ble CERC, where	Already incorporated in CL 6.1.1 of the APP.

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				<u>carrying electricity beyond the Delivery Point till drawl point.</u>	in only Buyer/Utility/Beneficiary can seek GNA	
28.	Draft APP	<p><b>Clause 4.1.3 (Pg no 12)</b>            .....            .....            (e) The Supplier shall have executed the Fuel Supply Agreement upon the fulfilment of all the conditions laid down in the Letter of Assurance;.....</p>		<p>.....            .....            (e) <b>Omitted</b> The Supplier shall have executed the Fuel Supply Agreement upon the fulfilment of all the conditions laid down in the Letter of Assurance.....</p>	<p>As the tender is called upon Lumpsum based tariff hence the said clause needs to be removed.</p>	As per Tender Document.
29.	Draft APP	<p><b>Clause 4.2 (Pg no 12)</b>            In the event that (i) GRIDCO does not procure fulfilment or waiver of any or all of the Conditions Precedent set forth in Clause 4.1.2 within the period specified in respect thereof, and (ii) the delay has not occurred as a result of breach of this Agreement by the Supplier, <b>any delay/denial in regulatory approval</b> or due to Force Majeure, GRIDCO shall pay to the</p>		<p>In the event that (i) GRIDCO does not procure fulfilment or waiver of any or all of the Conditions Precedent set forth in Clause 4.1.2 within the period specified in respect thereof, and (ii) the delay has not occurred as a result of breach of this Agreement by the Supplier, <b>any delay/denial</b> in regulatory approval or due to Force Majeure, GRIDCO shall pay to the</p>	<p>By adding the highlighted portion, the purpose of clause 4.1.2 gets defeated, so kindly align the clause as per SBD.</p>	As per Tender Document

Sr. No.	Document	Clause No. and Existing Provision	Clarification Required	Suggested text for the Amendment	Rationale for Clarification or Amendment	GRIDCO's Response
		Supplier Damages .....		Supplier Damages .....		
30.	Draft APP	<p><b>4.5 Extension of Term of Agreement (Pg. no 13)</b></p> <p>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.</p>		<p><b>4.5 <u>Omitted</u></b></p> <p><del>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></p>	The said provision should be done away with as the defaulting party has paid the damages for delay in completing the CP.	As per Tender Document
31.	Draft APP	<p><b>Clause (Pg no 24)</b></p> <p><b>9.1.1</b> The Supplier shall, for the performance of</p>	In case Bidders is willing to participate in both the			The Performance Security amount for each bid (RTC/non-

Sr. No.	Document	Clause No. and Existing Provision	Clarification Required	Suggested text for the Amendment	Rationale for Clarification or Amendment	GRIDCO's Response
		<p>its obligations hereunder, provide to GRIDCO no later than 30 (thirty) days from the date of this Agreement, an irrevocable and unconditional guarantee from a Schedule Bank for a sum equivalent to Rs. ***** crore (Rupees ***** crore)3 in the form set forth in Schedule-B (the "Performance Security") .....</p> <p><b>9.1.2</b> GRIDCO shall, for the performance of its obligations hereunder, provide to the Supplier no later than 30 (thirty) days from the date of this Agreement, an irrevocable and unconditional guarantee from a Schedule Bank for a sum equivalent to Rs. ***** crore (Rupees ***** crore)4 in the form set forth in</p>	<p>requisitions i.e., RTC &amp; Peak, then how Performance Security amount shall be worked out for Supplier &amp; Utility?</p>			<p>RTC) shall be calculated as : Rs. 10,00,000 (Rs. ten lakh) per MW of Contracted Capacity.</p>

Sr. No.	Document	Clause No. and Existing Provision	Clarification Required	Suggested text for the Amendment	Rationale for Clarification or Amendment	GRIDCO's Response
		Schedule-B (the "Performance Security-GRIDCO") valid for a period ending 6 (six) months after date of commencement of supply.				
32.	Draft APP	<p><b>10.2.1 (Pg no - 26)</b></p> <p>In the event the GRIDCO, does not schedule a quantum of power out of its Contracted Capacity before opening of bidding window of power exchange for day ahead collective transactions, the Supplier shall be entitled to sell such <b>un requisitioned power on power exchange under day ahead or real time collective transaction or intra-day transaction.</b></p> <p>Provided that in such cases, GRIDCO shall not be entitled to recall full or part of its un-requisitioned capacity.</p>	<ul style="list-style-type: none"> <li>We understand that the gain shall be calculated as the difference of sale revenue accrued from third parties and revenue to be accrued from supply under PPA Tariff. Please clarify.</li> <li>Please share the as on date rule applicable for sharing of gain issued by Ministry of Power.</li> <li>We understand that un requisition capacity can be also sold under bilateral mode.</li> <li>We understand that Utility shall give sufficient schedule such that technical minimum requirement of machine is met.</li> </ul>	<p>In the event the GRIDCO, 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 <b><u>or day ahead contingency (DAC) or bilateral transaction.</u></b></p> <p>Provided that in such cases, GRIDCO shall not be entitled to</p>	<p>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.</p> <p>Further, DAC and bilateral transactions should also be allowed for the sale of un-requisitioned power.</p> <p>So, please modify the said clause.</p>	As per Tender Document.

Sr. No.	Document	Clause No. and Existing Provision	Clarification Required	Suggested text for the Amendment	Rationale for Clarification or Amendment	GRIDCO's Response
		<p>Provided further that if the Supplier is able to sell the unrequisioned power, sharing of gain from such sale of such power shall be as per applicable rules issued by the Ministry of Power.</p>		<p>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 GRIDCO and is, therefore, utilised for production of electricity and sale thereof to meet technical minimum requirement, then the GRIDCO shall be liable for payment of difference of sale revenue accrued 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></b></p> <p>Provided further that if the Supplier is able to sell the un-requisitioned power to any Buyer, sharing</p>		

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				<p>of gain from sale of such power shall be as per applicable rules issued by the Ministry of Power.</p> <p><b><u>Provided further that if the Supplier is not able to sell the un-requisitioned power to any Buyer, then the GRIDCO shall be liable for payment of Fixed Charges for such Contracted Capacity.</u></b></p>		
33.	Draft APP	<p><b>10.3 (Pg no - 26)</b> In the event the Availability of the Power Station is reduced on account of scheduled maintenance, unscheduled maintenance, delay in commercial operation, shortage of Fuel or Force Majeure, the Supplier may, supply electricity from any alternative source, and such supply shall, for payment of Fixed Charge and Variable</p>		<p>In the event the Availability of the Power Station is reduced on account of scheduled maintenance, unscheduled maintenance, delay in commercial operation, shortage of Fuel or Force Majeure, the Supplier may, supply electricity from any alternative source, and such supply shall, for payment of Fixed Charge and Variable</p>	<p>As the Utility is not liable to pay any extra cost for such procurement of power under alternate 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.</p>	<p>Modification to the clause is done in the corrigendum - 3.</p>

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		<p>Charge, be deemed to be supply under and in accordance with the provisions of this Agreement. Provided further that such supply of electricity from any alternative source shall be limited to 180 (one eighty) days at a time and 365 (three hundred and sixty five) days for the entire Contract Period. For the avoidance of doubt, the Parties agree that in the event the GRIDCO rejects any supply of electricity offered hereunder from an alternative source, the Supplier shall be deemed to be in compliance with this Agreement for the purpose of determination of Availability and payment of Fixed Charge.</p> <p>Provided also that the Supplier may supply the Contracted</p>		<p><del>Charge, be deemed to be supply under and in accordance with the provisions of this Agreement. Provided further that such supply of electricity from any alternative source shall be limited to 180 (one eighty) days at a time and 365 (three hundred and sixty five) days for the entire Contract Period.</del></p> <p>For the avoidance of doubt, the Parties agree that in the event the GRIDCO rejects any supply of electricity offered hereunder from an alternative source, the Supplier shall be deemed to be in compliance with this Agreement for the purpose of determination of Availability and payment of Fixed Charge.</p> <p>Provided also that the Supplier may supply the</p>		

Sr. No.	Document	Clause No. and Existing Provision	Clarification Required	Suggested text for the Amendment	Rationale for Clarification or Amendment	GRIDCO's Response
		Capacity in a flexible manner by bundling with renewable sources and storage power as per Government of India orders in this regard.		Contracted Capacity in a flexible manner by bundling with renewable sources and storage power as per Government of India orders in this regard.		
34.	Draft APP	<p><b>11.2 Base Fixed Charge (Pg no -28)</b></p> <p>The Parties agree that the fixed charge payable for Availability shall, in accordance with the offer of the Supplier for the Base Year, be Rs..... (Rupees .....)\$per kWh (the "Base Fixed Charge"), which shall be revised annually in accordance with the provisions of Clause 11.3 to determine the Fixed Charge for the relevant Accounting Year.</p>	Please clarify that the Base Fixed charge shall be equal to the Base Variable Charge excluding the Transmission Charges & Losses.			As per Tender Document.
35.	Draft APP	<p><b>11.4.2 (Pg no 28 - 29)</b></p> <p>The obligations of the GRIDCO 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</p>	<p>We understand that:</p> <ol style="list-style-type: none"> <li>The annual reconciliation of Availability is done for the purpose of payment of Fixed Charges to the supplier.</li> </ol>			As per tender document.

Sr. No.	Document	Clause No. and Existing Provision	Clarification Required	Suggested text for the Amendment	Rationale for Clarification or Amendment	GRIDCO's Response
		<p>respect of the Normative Availability of 85% (eighty-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 reconciled annually on cumulative basis.</b></p> <p>For 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 April shall be limited to 85% and for the month of May shall be on cumulative availability i.e. <math>\{(100 \times 30 + 70 \times 31) / 61\}\%</math>.</p>	<p>2. For calculation of Fixed Charges, we understand that after completion of the contract period, Utility shall immediately reconcile the Fixed charges i.e., after 14.04.28 or the last date of the agreement which ever falls earlier and shall not withheld the reconciliation till the closure of respective Accounting Year. Please confirm.</p> <p>Please Clarify above points.</p>			
36.	Draft APP	<b>New Clause addition - 11.4.4</b>		<b><u>11.4.4</u></b> <b><u>In the event that any</u></b>	As per the RFQ	As per tender Document.

Sr. No.	Document	Clause No. and Existing Provision	Clarification Required	Suggested text for the Amendment	Rationale for Clarification or Amendment	GRIDCO's Response
				<p><u>shortfall in supply of electricity to the GRIDCO occurs on account of shortage of Fuel, Availability shall be deemed to be reduced in accordance with the provisions of Clause 11.5.3. Provided, however, that the Non-Availability arising as a consequence of shortage of Fuel caused by any event of Force Majure shall, for the purpose of payment of Fixed Charge, be deemed to be availability to the extent of 30% (thirty per cent) of the Non-Availability hereunder.</u></p>	<p>Supplier has access to assured fuel supply i.e. Fuel Supply Agreement (FSA) and if there is any shortfall in coal supply against the FSA same is beyond the control of the Supplier, hence Supplier should be compensated against such shortfall.</p>	
37.	Draft APP	<p><b>11.6.2 (Pg no - 31)</b> The Parties expressly agree that within 30 (thirty) days of the close of every Accounting Year, the cumulative monthly Availability for such</p>		<p>The Parties expressly agree that within 30 (thirty) days of the close of every Accounting Year, the cumulative monthly Availability for such</p>	<p>Supplier should be incentivized for making the capacity available above the normative availability. Also, Supplier should not be liable to pay</p>	<p>As per tender document.</p>

Sr. No.	Document	Clause No. and Existing Provision	Clarification Required	Suggested text for the Amendment	Rationale for Clarification or Amendment	GRIDCO's Response
		<p>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.</p>		<p>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.</p> <p><b><u>However, it is clarified that no Damages shall be payable for reduction in Availability on account of deficiency in intra-state transmission system and shortage of fuel.</u></b></p>	<p>damages in case of deficiency of transmission and shortage of fuel as both is beyond control of Supplier.</p>	
38.	Draft APP	<b>Additional Clause 11.6.3 Incentive</b>		<p>In the event that the Availability in any month exceeds the</p>	<p>Supplier should be incentivized for making the capacity</p>	<p>As per tender document.</p>

Sr. No.	Document	Clause No. and Existing Provision	Clarification Required	Suggested text for the Amendment	Rationale for Clarification or Amendment	GRIDCO's Response
				<p>Normative Availability, the Supplier shall, in lieu of a Fixed Charge, be entitled to an Incentive which shall be calculated and paid at the rate of 50 % (fifty per cent) of the Fixed Charge for Availability in excess of Normative Availability. Provided, however, that any Incentive hereunder shall be due and payable only to the extent of Despatch of the Power Station. For the avoidance of doubt and by way of illustration, in the event the Availability in any month shall exceed the Normative Availability by 3% (three per cent) of the Contracted Capacity but the Despatch during that month shall exceed 1% (one per cent) of the Contracted Capacity, the Incentive payable</p>	<p>available above the normative availability,</p>	

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				hereunder shall be restricted to such 1% (one per cent) only.		
39.	Draft APP	<p><b>11.8.1 (Pg no - 32)</b> The Parties expressly agree that the Tariff shall be inclusive of all taxes and duties. It is further agreed that the Supplier shall pay all taxes and duties, in accordance with Applicable Laws.</p>		<p>The Parties expressly agree that the Tariff shall be inclusive of all taxes and duties. It is further agreed that the Supplier shall pay all taxes and duties, in accordance with Applicable Laws. <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 accordance with the provision of Change in Law.</u></b></p>	The clause need to be modified to take care any change in Tax & Duties after Bid due date.	As per Tender Document.
40.	Draft APP	<p><b>11.8.2 (Pg no 31)</b> The Tariff payable by the GRIDCO under this Article 11 shall be exclusive of Goods and Service Tax, Electricity Duty, Value Added Tax</p>	Please clarify the quoted tariff should be inclusive of Taxes & Duties?	11.8.2 The Tariff payable by the GRIDCO under this Article 11 shall be <del>exclusive of Goods and Service Tax, Electricity Duty, Value Added Tax or</del>	The clause needs to be modified so the bidders have the clarity with regards to Taxes & Duties.	As per tender Document.

Sr. No.	Document	Clause No. and Existing Provision	Clarification Required	Suggested text for the Amendment	Rationale for Clarification or Amendment	GRIDCO's Response
		<p>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 Supplier and reimbursed by the GRIDCO upon submission of necessary particulars by the Supplier.</p>		<p><del>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 Supplier and reimbursed by the GRIDCO upon submission of necessary particulars by the Supplier.</del> <b><u>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</u></b></p>		

Sr. No.	Document	Clause No. and Existing Provision	Clarification Required	Suggested text for the Amendment	Rationale for Clarification or Amendment	GRIDCO's Response
				<p><u>provision of Change in Law.</u></p> <p><u>Further, the Tariff and incentive payable by the GRIDCO under this Article 11 shall be exclusive of taxes 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 GRIDCO upon submission of necessary particulars by the Supplier.</u></p>		
41.	Draft APP	<p><b>11.9.1 (Pg no - 31)</b></p> <p>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</p>	<p>Please clarify the following points:</p> <ol style="list-style-type: none"> <li>1. We understand that bills would be raised based on daily schedule published on RLDC website.</li> </ol>			As per tender Document.

Sr. No.	Document	Clause No. and Existing Provision	Clarification Required	Suggested text for the Amendment	Rationale for Clarification or Amendment	GRIDCO's Response
		triplicate to the GRIDCO, 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 GRIDCO to the Supplier in respect of the immediately preceding month in accordance with the provisions of this Agreement.				
42.	Draft APP	<p><b>11.9.2 (Pg no - 32)</b>            .....            .....</p> <p>(e) <b>detailed calculations of the Variable Charge</b>, in respect of the electricity dispatched with respect to Quantum as per RLDC certified copy, computed in accordance with Article 12; (f) detailed calculations of the Damages in accordance with the provisions of Clause..... (i) details in respect of Damages</p>	<p>Please Clarify below points:</p> <ol style="list-style-type: none"> <li>As per our understanding below calculation is to be submitted under the said requirement:            Units Supplied in a Month in kWh x cost of Variable charge in Rs/kWh.</li> <li>By RLDC certified copy, we understand that the RLDC issued</li> </ol>	<p>.....            .....</p> <p>(e) detailed calculations of the Variable Charge, in respect of the electricity dispatched with respect to Quantum as per RLDC certified copy, computed in accordance with Article 12; (f) detailed calculations of the <b><u>Incentives and/or Damages</u></b> in</p>	<p>Supplier should be incentivized for making the capacity available above the normative availability.</p>	<p>As per tender document.</p>

Sr. No.	Document	Clause No. and Existing Provision	Clarification Required	Suggested text for the Amendment	Rationale for Clarification or Amendment	GRIDCO's Response
		payable in accordance with the provisions of this Agreement; .....	Regional Energy Account (REA) to be referred.	accordance with the provisions of Clause..... (i) details in respect of Damages <u>or Incentives</u> payable in accordance with the provisions of this Agreement;.....		
43.	Draft APP	<p><b>11.10.1 (Pg no - 32)</b> .....F or the avoidance of doubt, even if a dispute is resolved amicably, any amount paid after the Payment Due Date shall be deemed as delayed payment for the purposes of payment of interest thereon and provisions <b>of the applicable rules issued by the Ministry of Power</b>, as amended from time to time, shall be applicable on such delayed payments.</p> <p>11.10.2 If any amount is payable by either Party to the other Party upon determination of a dispute regarding any Disputed Amount</p>	Please share the applicable rule issued by Ministry of Power.			As per Tender Document.

Sr. No.	Document	Clause No. and Existing Provision	Clarification Required	Suggested text for the Amendment	Rationale for Clarification or Amendment	GRIDCO's Response
		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, as</b> amended from time to time, shall be applicable on such amounts.				
44.	Draft APP	<p><b>11.11 Discount for early payment (Pg no 33)</b></p> <p>The Parties expressly agree that in the event the GRIDCO pays the billed amount within the periods as specified below, it shall be entitled to deduct specified percentage of the amount by way of discount for early payment:</p> <p>(i) Upto 5 days from the date of submission of the invoice - 1.5%</p> <p>(ii) Upto - 10 days from the date of</p>		<p>The Parties expressly agree that in the event the GRIDCO pays the billed amount within the periods as specified below, it shall be entitled to deduct specified percentage of the amount by way of discount for early payment:</p> <p>(i) Upto 5 days from the date of submission of the invoice - 1.5%</p> <p><del>(ii) Upto — 10 days</del></p>	<p>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.</p>	As per Tender Document.

Sr. No.	Document	Clause No. and Existing Provision	Clarification Required	Suggested text for the Amendment	Rationale for Clarification or Amendment	GRIDCO's Response
		submission of the invoice - 1.4% (iii) Upto - 15 days from the date of submission of the invoice - 1.3% (iv) Upto - 20 days from the date of submission of the invoice - 1.2% (v) Upto - 25 days from the date of submission of the invoice - 1.1% (vi) Upto - 30 days from the date of submission of the invoice - 1.0%		<del>from the date of submission of the invoice - 1.4%</del> <del>(iii) Upto - 15 days from the date of submission of the invoice - 1.3%</del> <del>(iv) Upto - 20 days from the date of submission of the invoice - 1.2%</del> <del>(v) Upto - 25 days from the date of submission of the invoice - 1.1%</del> <del>(vi) Upto - 30 days from the date of submission of the invoice - 1.0%</del>		
45.	Draft APP	<b>12.4 Shortage of Fuel (Pg no 35)</b> In the event the Supplier anticipates a shortfall in the production of electricity for supply to GRIDCO from Contracted Capacity on account of a shortfall in Fuel for reasons beyond the control of the Supplier, the Supplier shall, as soon as practicable but		In the event the Supplier anticipates a shortfall in the production of electricity for supply to GRIDCO from Contracted Capacity on account of a shortfall in Fuel for reasons beyond the control of the Supplier, the Supplier shall, as soon as	As per the RFQ Supplier has access to assured fuel supply i.e. Fuel Supply Agreement (FSA) and if there is any shortfall in coal supply against the FSA same is beyond the control of the Supplier, hence Supplier should be compensated against such shortfall.	As per Tender Document.

Sr. No.	Document	Clause No. and Existing Provision	Clarification Required	Suggested text for the Amendment	Rationale for Clarification or Amendment	GRIDCO's Response
		in any event no later than 7 (seven) days from the date when it anticipated the shortage of Fuel, notify GRIDCO of the nature, extent and period of shortage of Fuel and the reasons thereof. For the avoidance of doubt, the Parties expressly agree that no Tariff shall be payable to the Supplier for any shortfall in Availability occurring on account of shortage of Fuel.		practicable but in any event no later than 7 (seven) days from the date when it anticipated the shortage of Fuel, notify GRIDCO of the nature, extent and period of shortage of Fuel and the reasons thereof. For the avoidance of doubt, the Parties expressly agree that no Tariff shall be payable to the Supplier for any shortfall in Availability occurring on account of shortage of Fuel, <u>save and except as provided in clause 11.4.4.</u>	Hence, Consequential changes proposed to clause 11.4.4.	
46.		<b>13.1 (Pg no 36)</b> Default Escrow Account - <b>Omitted</b>			In reference to clause 4.1.2, providing deed of Hypothecation is a part of CP. Hence, all clauses mentioning Default Escrow Acc & Deed of Hypothecation should be aligned as per the	As per Tender Document.

Sr. No.	Document	Clause No. and Existing Provision	Clarification Required	Suggested text for the Amendment	Rationale for Clarification or Amendment	GRIDCO's Response
47.	Draft APP	<p><b>13.2.1 (Pg no 36)</b>            GRIDCO 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</p>	<p>If at all the said clause to be retained, then kindly define "Monthly Payment".</p>	<p>GRIDCO 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 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 and shall be modified once every year to reflect the revision in Monthly Payment in</p>	<p>SBD clause 13.1.</p> <p>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.</p>	<p>As per Tender Document.</p>

Sr. No.	Document	Clause No. and Existing Provision	Clarification Required	Suggested text for the Amendment	Rationale for Clarification or Amendment	GRIDCO's Response
		provisions of this Agreement.		accordance with the provisions of this Agreement.		
48.	Draft APP	<b>13.2.2 (Pg no -38)</b> The Letter of Credit shall be procured by <b>GRIDCO as per MOP guidelines</b> from any scheduled bank. All costs and expenses relating to opening and maintenance of the Letter of Credit shall be borne by the GRIDCO.	Please share the applicable Ministry of Power guidelines.	The Letter of Credit shall be procured by GRIDCO as per MOP guidelines from <del>any scheduled bank</del> <b><u>a bank where at least thrice the value of the Monthly Payment are normally deposited.</u></b> All costs and expenses relating to opening and maintenance of the Letter of Credit shall be borne by the GRIDCO.	Consequential changes proposed to clause 13.2.1	As per Tender Document.
49.	Draft APP	<b>13.4 Payment security for Termination (Pg no 36)</b> <b>Omitted</b>		<del>Omitted</del> <b><u>The Parties agree and acknowledge that upon Termination and on failure of the GRIDCO to make the Termination Payment within 30 (thirty) days of demand by the Supplier, Revenues equal to the Monthly Payment, deposited into the Default</u></b>	Payment Security for Termination helps to mitigate the risks associated with potential breach and default, providing assurance that the Supplier will be compensated adequately if the agreement is terminated early by the Utility.	As per Tender Document.

Sr. No.	Document	Clause No. and Existing Provision	Clarification Required	Suggested text for the Amendment	Rationale for Clarification or Amendment	GRIDCO's Response
				<p><u>Escrow Account in accordance with the provisions of this Agreement and the Default Escrow Agreement, shall be appropriated every month and paid to the Supplier until discharge of the Termination Payment and any interest thereon. For the avoidance of doubt, the GRIDCO expressly agrees and undertakes that 30% (thirty per cent) of its total monthly Revenues shall continue to be deposited into its account with the Default Escrow Bank until its liability for an in respect of the Termination Payment is fully discharged.</u></p>	<p>So, kindly align the clause in line with the SBD.</p>	
50.	Draft APP	<p><b>13.3.1 (Pg no - 36)</b>            .....            ..... if the Tariff or part thereof remains unpaid for a period of 1</p>	<p>Please share the Ministry of Power rules referred in the said provision.</p>			<p>As per Tender Document.</p>

Sr. No.	Document	Clause No. and Existing Provision	Clarification Required	Suggested text for the Amendment	Rationale for Clarification or Amendment	GRIDCO's Response
		<p>(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>.....</p> <p><b>13.5</b> <b>Operationalization of Payment security mechanism</b></p> <p>In case of non-maintenance of adequate payment security mechanism provisions of applicable <b>rules issued by the Ministry of Power</b>, as amended from time to time shall apply.</p>				
51.	Draft APP	<p><b>14.1.3 (Pg no -37)</b></p> <p>.....</p> <p>.....</p> <p>However, if the GRIDCO does not schedule the full or part of Contracted Capacity, Supplier may sell the</p>	Please share the Ministry of Power rules referred in the said provision.			As per Tender Document.

Sr. No.	Document	Clause No. and Existing Provision	Clarification Required	Suggested text for the Amendment	Rationale for Clarification or Amendment	GRIDCO's Response
		same through the power exchange in line with the applicable rules issued by the Ministry of Power.				
52.	Draft APP	<p><b>16.1 Audited accounts (Pg no - 41)</b></p> <p><b>16.2 Appointment of auditor (Pg no - 41)</b></p>		<p><del>16.1 Audited accounts</del></p> <p><del>16.2 Appointment of auditor</del></p>	<p>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.</p> <p>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.</p> <p>In light, of the above the provision 16.1 &amp; 16.2 should be deleted.</p>	As per Tender Document.

Sr. No.	Document	Clause No. and Existing Provision	Clarification Required	Suggested text for the Amendment	Rationale for Clarification or Amendment	GRIDCO's Response
53.	Draft APP	<p><b>17.6 Allocation of costs arising out of Force Majeure (Pg no - 47)</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 Other events and neither Party shall be required to pay to the other Party any costs thereof.</p> <p>(b) <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 GRIDCO to the</u></b></p>	Any cost implication related to other Events should be reimbursed to Supplier by the Utility.	As per Tender Document.

Sr. No.	Document	Clause No. and Existing Provision	Clarification Required	Suggested text for the Amendment	Rationale for Clarification or Amendment	GRIDCO's Response
				<u>Supplier.</u>		
54.	Draft APP	<b>Additional clause to be mentioned</b>		<u>Clause to be added.</u> <u>17.9 Relief for Unforeseen Events</u>	Clause related to relief for unforeseen events needs to be added in line with SBD for FOO dtd. 29.01.2019.	As per Tender Document.
55.	Draft APP	<b>18.2 Compensation for default by the GRIDCO (Pg no - 48)</b>  In the event of the GRIDCO 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.			As per Tender Document.
56.	Draft APP	<b>19.2.1 (Pg no - 52)</b> (d) GRIDCO has failed to make any payment to the Supplier, and the Supplier is unable to recover any unpaid	Please share the Ministry of Power rules referred in the said provision.			As per Tender Document.

Sr. No.	Document	Clause No. and Existing Provision	Clarification Required	Suggested text for the Amendment	Rationale for Clarification or Amendment	GRIDCO's Response
		amounts in accordance with the <b>provisions of the applicable rules issued by the Ministry of Power, or .....</b>				
57.	Draft APP	<p><b>Clause 19.3 Termination Payment (Pg. 64)</b></p> <p>19.3.1 Upon Termination on account of a Supplier Default, the Supplier shall pay to the GRIDCO, 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 5(five) months as if the Contracted Capacity was Available for such 5 (five) months from the date of Termination.</p> <p><b>19.3.2</b> Apart from the other payments to be made by GRIDCO on GRIDCO Default, upon Termination on account of a GRIDCO Default, GRIDCO shall pay to the Supplier, by way of Termination Payment, an amount</p>		<p>19.3.1 Upon Termination on account of a Supplier Default, the Supplier shall pay to the GRIDCO, 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>5(five)</del> <b>2(two)</b> months as if the Contracted Capacity was Available for such 5 <del>(five)</del> <b>2(two)</b> months from the date of Termination.</p> <p><b>19.3.2</b> Apart from the other payments to be made by GRIDCO on GRIDCO Default, upon Termination on account of a GRIDCO Default,</p>	Damages payable by either party to other party should be on equitable basis.	As per Tender Document.

Sr. No.	Document	Clause No. and Existing Provision	Clarification Required	Suggested text for the Amendment	Rationale for Clarification or Amendment	GRIDCO's Response
		equal to the Fixed Charge that would have been due and payable for Normative Availability for a period of <b>2 (two)<sup>34</sup> months]</b> as if the Contracted Capacity was Available for such <b>3 (three) months</b> from the date of Termination.		GRIDCO 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 2 (two) <sup>34</sup> months] as if the Contracted Capacity was Available for such <del>3 (three)</del> <b>2 (two)</b> months from the date of Termination.		
58.	Draft APP	<p><b>25.4 Delayed payments (Pg no - 62)</b></p> <p>The Parties hereto agree that payments due from one Party to the other Party under the provisions of this Agreement shall be made within the period set forth therein, and in the event of delay beyond such period the recovery thereof shall be in accordance with the <b>applicable rules issued by the Ministry of Power</b>, as amended from time to time.</p>	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 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	Due date for only Monthly Invoice is defined. So, to bring in clarity of due date for other invoices other than Monthly Invoice is defined.	As per Tender Document.

Sr. No.	Document	Clause No. and Existing Provision	Clarification Required	Suggested text for the Amendment	Rationale for Clarification or Amendment	GRIDCO's Response
				thereof shall be in accordance with the applicable rules issued by the Ministry of Power, as amended from time to time.		
59.	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.			As per Tender Document.
60.	Draft APP	<b>SCHEDULE -D (Pg no 84)</b> Omitted		<b><u>SCHEDULE -D</u></b> <b><u>Deed _____ of Hypothecation</u></b>	In reference to clause 4.1.2, providing deed of Hypothecation is a part of CP. Hence, hence Format of Deed of Hypothecation to be retained in line with the SBD.	As per Tender Document.
61.	Draft APP	<b>SCHEDULE -E (Pg no 85)</b> Omitted		<b><u>SCHEDULE -E</u></b> <b><u>Letter of Credit</u></b>	In reference to the Article 13 of Payment Security, GRIDCO shall provide Letter of Credit to the Supplier, hence Format of Letter of Credit to be retained in line with the SBD.	As per Tender Document.

Sr. No.	Document	Clause No. and Existing Provision	Clarification Required	Suggested text for the Amendment	Rationale for Clarification or Amendment	GRIDCO's Response
62.	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.			As per Tender Document.
63.	RFQ	RFQ 2.2.2 (A) Technical Capacity: For demonstrating technical capacity and experience (the "Technical Capacity"), the Bidder shall own and operate power generating station(s) having an installed capacity equivalent to at least twice the capacity for which the Bidder is willing to Bid. Bidders shall not be allowed to increase their capacity at e-Reverse Auction Stage or L1 Matching round greater than for which Technical Capacity has been demonstrated.	Technical Capacity: For demonstrating technical capacity and experience (the "Technical Capacity"), the Bidder shall own and operate power generating station(s) having an installed capacity equivalent to <del>at least</del> <b>twice</b> the capacity for which the Bidder is willing to Bid. Bidders shall not be allowed to increase their capacity at e-Reverse Auction Stage or L1 Matching round greater than for which Technical Capacity has been demonstrated.		Modifying this clause shall increase the participation and helpful participating in full quantum of the Capacity instead of part capacity.	Necessary modifications has been done in the Corrigendum - 3.
64.	RFQ	RFQ 2.2.1 (d) the Power Station has access to an assured	Request to clarify which document can be submitted as proof to			As per Tender Document.

Sr. No.	Document	Clause No. and Existing Provision	Clarification Required	Suggested text for the Amendment	Rationale for Clarification or Amendment	GRIDCO's Response
		supply of Fuel; and	show the power station has access to fuel or can we give undertaking?			
65.	APP	APP 4.1.3 (f) procured access to the intrastate transmission system required for carrying electricity from the Power Station to the Delivery Point.	As per the prevalent GNA regulations the access has to be procured by distribution licensee. Request if this clause is deleted.			As per Tender Document.
66.	RFQ	<b>General</b>	We understand that a Thermal Power station which is under advanced stages of construction/commissioning whose COD is expected well before the Scheduled power supply date of April 2025 is allowed to participate in the subject tender. Further, in case of any unlikely delay in commercial operation, provisions of APP shall be applicable. It is requested to kindly clarify the same so that we can participate from the said power station.			As per tender Document.
67.		<b>14.4</b> In the event the Utility	For a cold startup, ramp up time of 4 hours is			As per Tender Document.

Sr. No.	Document	Clause No. and Existing Provision	Clarification Required	Suggested text for the Amendment	Rationale for Clarification or Amendment	GRIDCO's Response
	APP	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. For the avoidance of doubt, the Parties agree that in the event the Supplier fails to reach such Availability within [4 (four)] hours, the shortfall thereof shall be deemed to be Mis-declaration under the provisions of Clause 11.5.5. ....	insufficient. May be increased to 16 hours.			
68.	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 than 6 (six) months from the date <b>of expiry</b> of this	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 suggested changes may please be incorporated.	<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 than 6 (six) months from		As per Tender Document.

Sr. No.	Document	Clause No. and Existing Provision	Clarification Required	Suggested text for the Amendment	Rationale for Clarification or Amendment	GRIDCO's Response
		Guarantee, .....  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.		the date <del>of expiry</del> of this Guarantee, .....  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.		
69.	APP	<b>SCHEDULE -B (See Clause 9.1)</b> <b>B. PERFORMANCE SECURITY BY THE SUPPLIER AND THE UTILITY</b>	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. We understand that same format will be applicable on the Performance Security to be provided by Utility also. Kindly clarify.			As per tender document.
70.	RFQ	1.1.1 GRIDCO Limited (hereinafter called as "GRIDCO") is a Deemed Trading Licensee under 5th proviso to Section 14 of the Electricity Act, 2003	As per the coal policy, Generator is eligible for linkage coal under FSA/SHAKTI schemes only in case of generator has a valid medium-term/long term APP with DISCOM.			Yes, GRIDCO is also a bulk power purchaser on behalf of the State Discoms. Further this is to mention that other IIPs having PPAs with GRIDCO are also

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		(hereinafter called as "the Act").	As GRIDCO being a Trading Licensee, please clarify whether Generator will be eligible for linkage coal post signing of APP.			availing SHAKTI linkage coal and accordingly supplying power to GRIDCO alongwith Discount.
71.	RFQ	1.1.1 Brief particulars of the Project are as follows:	Kindly clarify whether generator can participate in any of the requisition i.e. RTC or Peak Power. Further, request you to start power supply commencement from 1-April'2025 instead of 15-April'2025			Necessary modifications done in the Corrigendum - 3.
72.	RFQ	APPENDIX - I "Clause 30" I/ We hereby submit the following Bid and offer, as on the Bid Due Date, in accordance with the provisions of the APP and Clause 4.8 of this RFP: [RFP: (a) A Tariff of Rs.....and paise.....\$ (Rupees....and paise.....) per kWh comprising a Base Variable Charge of Rs.....and paise.....\$ (Rupees ....and paise ....) per kWh including (i) Rs.....and paise...\$ (Rupees....and paise....) per kWh as the cost of generation (ii) Rs.	We understand that the bidder has to quote the tariff in deep portal only. Kindly confirm the same. Further bidder may be allowed to quote the tariff up to 3 decimal points instead of whole numbers.			As per tender document.

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		....and paise...\$ (Rupees....and paise....) per kWh as the cost of transmission charge and (iii) Rs....and paise...\$ (Rupees....and paise....) per kWh as the cost of transmission loss and a Base Fixed Charge of Rs....and paise.....\$ (Rupees ....and paise ....) per kWh which is equal to the cost of generation] <b>“\$ Paise may be quoted only in whole numbers”.</b>				
73.	RFQ	5.8.2 of RFP The Bidder shall quote a Base Variable Charge comprising the generating cost of electricity, the transmission charges and the transmission losses.	Please clarify, for Bidders connected to CTU, the tariff for transmission charges & losses are not required to be submitted in the Bid Document.			As per tender Document.
74.	APP	4.1.3(e) The Supplier shall have executed the Fuel Supply Agreement upon the fulfilment of all the conditions laid down in the Letter of Assurance;	Power Station which proposes to secure Shakti B(iii) Linkages in future, are allowed to participate in the tender process.  Kindly confirm.			As per Tender Document.
75.		7.1 (m) [it has entered into a Fuel Supply Agreement for				

Sr. No.	Document	Clause No. and Existing Provision	Clarification Required	Suggested text for the Amendment	Rationale for Clarification or Amendment	GRIDCO's Response
	APP	assured supply of Fuel required for meeting obligations under this Agreement if Supplier is NOT a Trading Licensee, or the Developer has entered into a Fuel Supply Agreement for assured supply of Fuel required for meeting obligations under this Agreement if Supplier is a Trading Licensee];				
76.	APP	9.1.1 Performance Security ...in the form set forth in Schedule-B (the "Performance Security") valid for a period ending 6 (six) months after date of commencement of supply. The amount towards the Performance Security can be paid through NEFT/RTGS/ also.	This clause provides that the Bank Guarantee shall be valid for a period of 6 (six) months after date of commencement of supply.  Kindly confirm whether the Bank Guarantee will be released to the Suppliers post expiry of the validity period.			Yes.
77.		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	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			As per Tender Document.

Sr. No.	Document	Clause No. and Existing Provision	Clarification Required	Suggested text for the Amendment	Rationale for Clarification or Amendment	GRIDCO's Response
	APP	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.	Normative Availability, the Supplier shall, in lieu of a Fixed Charge, be entitled to an Incentive which shall be calculated and paid at the rate of 50 % (fifty per cent) of the Fixed Charge for Availability in excess of Normative Availability. Provided, however, that any Incentive hereunder shall be due and payable only to the extent of Despatch of the Power Station. For the avoidance of doubt and by way of illustration, in the event the Availability in any month shall exceed the Normative Availability by 3% (three per cent) of the Contracted Capacity but the Despatch during that month shall exceed 1% (one per cent) of the Contracted Capacity, the Incentive payable hereunder shall be restricted to such 1% (one per cent) only.”			
78.		11.8.2 The Tariff payable by the	Please clarify that the GST/ Custom Duty payable by			As per Tender Document.

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	APP	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 Supplier and reimbursed by the Utility upon submission of necessary particulars by the Supplier.	the Suppliers for procurement & use of Coal will be reimbursed by the Utility on monthly basis as per Auditors Certificate.			
79.	APP	11.9.2 ..... (j) adjustments, if any, on account of revision of the transmission charges referred to in Clause 5.3; (k) proportionate adjustment on account of transmission losses to be determined in accordance with Clause 5.4;	The provision (j) & (k) may be suitably deleted as for interstate transmission charges and losses are to be borne by the Utility.			As per tender document.