BID QUERIES

RFQ – DBFOO, RFP-DBFOO, PSA-DBFOO

FOR 2400 MW

PIRPAINTI POWER PROJECT

Note:

1. Bidders to note that the bid process has been changed from a single stage bidding process to a two stage bidding process in line with the model bidding documents.
2. The model bidding documents (as modified in terms of the deviations approved by the Hon'ble Bihar Electricity Regulation Commission) shall form the basis for the bid. Revised bid documents incorporating the approved deviations will be uploaded separately by the Nodal Agency.
3. The Bidders shall refer the responses to queries, the amendment sheet setting out the revised provisions that have been modified based on the order in Case No 16/2025 by the Hon'ble Bihar Electricity Regulation Commission and the revised bid documents provided by the Nodal Agency together.

Queries/ Request for Additional Information: RFQ – DBFOO, RFP-DBFOO, PSA-DBFOO for 2400 MW Pirpainti Power Project

Sr. No.	Doc	Clause No.	Existing Clause	Proposed change	Rationale	Comments
1.	RFQ	1.1.1	The Bihar State Power Holding Company Limited (**"BSPHCL"** or the **"Holding Company"**) is engaged, inter alia, in the procurement of electricity for Discoms viz. North Bihar Power Distribution Company Limited (**"NBPDCL"**) and South Bihar Power Distribution Company Limited (**"SBPDCL"**), which are responsible for the distribution of electricity in their distribution area (NBPDCL and SBPDCL are hereafter individually referred to as **"Utility"** and collectively as **"Utilities"**). BSPHCL and the Utilities have decided to procure electricity on a long term basis from a Power Station to be developed with an Installed Capacity of 2400 MW (3 x 800 MW) based on Supercritical or Ultra Supercritical Technology on the land located at Village Pirpainti, Dist. Bhagalpur, Bihar (the "**Project**") through Public-Private Partnership (the "**PPP**") on Design, Build, Finance, Own and Operate (the **"DBFOO"**) basis by sourcing fuel from the Allocated Coal Linkage arranged by the utility under the Para B(iv) of SHAKTI Policy of Government of India. As the part of this endeavour, Bihar State Power Generation Company Limited (the **"Nodal Agency"**) on behalf of BSPHCL and the Utilities, has decided to carry out the Bidding Process for selection of a corporate entity(ies) as the Bidder to	**Kindly modify the clause as under:** The Bihar State Power Holding Company Limited (**"BSPHCL"** or the **"Holding Company"**) is engaged, inter alia, in the procurement of electricity for Discoms viz. North Bihar Power Distribution Company Limited (**"NBPDCL"**) and South Bihar Power Distribution Company Limited (**"SBPDCL"**), which are responsible for the distribution of electricity in their distribution area (NBPDCL and SBPDCL are hereafter individually referred to as **"Utility"** and collectively as **"Utilities"**). BSPHCL and the Utilities have decided to procure electricity on a long term basis from a Power Station to be developed with an Installed Capacity of 2400 MW (3 x 800 MW) based on Ultra Supercritical Technology on the land located at Village Pirpainti, Dist. Bhagalpur, Bihar (the "**Project**") through Public-Private Partnership (the "**PPP**") on Design, Build, Finance, Own and Operate (the **"DBFOO"**) basis by sourcing fuel from the Allocated Coal Linkage arranged by the utility under the Para B(iv) of SHAKTI Policy of Government of India. As the part of this endeavour, Bihar State Power Generation Company Limited (the **"Nodal Agency"**) on behalf of BSPHCL and the Utilities, has	Utilizing ultra-supercritical technology will ultimately result in improved operational parameters of the Project and reduce the emission in environment and therefore development of power station having ultra-supercritical technology is recommended.	As per tender conditions.

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			whom the contract may be awarded for production of electricity and supply thereof as per the terms and conditions specified in the Bidding Documents.	decided to carry out the Bidding Process for selection of a corporate entity(ies) as the Bidder to whom the contract may be awarded for production of electricity and supply thereof as per the terms and conditions specified in the Bidding Documents.		
2.	RFQ	1.1.2	…The land required for the Project will be provided by the Nodal Agency.	We request the Nodal Agency to provide land break up. Further, please elaborate complete process for transfer of land to the successful bidder?	Details will be required to consider the Bid value and plan for project financing.	The location and extent of the land to be provided by the Utility will be shared with the bidders in revised tender documents. The land will be leased to the Supplier for nominal lease rent. Stamp duty/ registration waiver /nominal value will be required.
3.	RFQ	1.1.4	All Applicants shall submit their bids at e-Bidding Portal www.eproc2.bihar.gov.in ("**Portal**"). Applicants shall bid for the capacity specified in Clause 1.1.1.	The Nodal Agency is requested to conduct prior Mock rounds so that bidders can familiarize themselves with the given Portal.	Usually, the bidding process of thermal tenders is carried out on DEEP Portal as envisaged in Standard Bidding Documents (SBD) published by MOP or Bharat E-tender portal. The E-Proc 2 portal is new for bidders.	The applicants will have to submit their applications on the DEEP Portal

Queries/ Request for Additional Information: RFQ – DBFOO, RFP-DBFOO, PSA-DBFOO for 2400 MW Pirpainti Power Project

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4.	RFQ	1.2.1	Prior to making an Application, the Applicant shall pay to the Nodal Agency a sum of Rs 2,25,000 (Rupees Two lakhs twenty five thousand) plus applicable Goods and Services Tax ("**GST**") as the cost of the Bidding Process.	We request the Nodal Agency to specify the applicable GST on the fees for the cost of Bidding Process and mode of payment. If the payment is to be made through demand draft, then kindly provide beneficiary of the demand draft.		The present applicable GST rate (currently 18%) may be applied.
5.	RFQ	1.2.2	All the Bidders would be able to participate in the e-Bidding events on making payment of the requisite fees to the Portal. The requisite fee shall be deposited through NEFT/IMPS/RTGS after adding the applicable taxes.	Request you to please provide the amount of the requisite fees of the Portal and also provide the Bank Details for depositing the requisite fees.		Name- PFC CONSULTING LTD E-Deep Bank- ICICI Bank Account No.- 000705050220 IFS Code- ICIC0000007
6.	RFQ	1.2.4 (a)	**Bid Security** In terms of the RFP-DBFOO, a Bidder will be required to deposit, along with its Bid, a Bid security of Rs. 1,12,50,00,000 (Rupees One hundred twelve crore fifty lakh) (the **"Bid Security"**), refundable no later than 180 (One Hundred Eighty) days from the Bid Due Date, except in the case of the Successful Bidder whose Bid Security shall be retained till it has provided a Performance Security under the PSA-DBFOO. The Bidders will have an option to provide Bid Security in the form of a demand draft or a bank guarantee acceptable to the Nodal Agency. The demand draft shall be kept valid for a period not less than 180 (one	Please share the bank account details of beneficiary for Bank Guarantee. Banks ask for this detail during the process of issuing bank guarantee. Further, different banks have different policies with respect to addition of their standard "Notwithstanding Clause" at the end of the BG. Utility may kindly permit the same to be included in the Bid Security format. There is a discrepancy in timeline of return of Bid Security in RFQ and RFP.	Bid Security return period is aligned with Bid Validity (120 days). Request you to incorporate the change in both documents wherever applicable specially Bid Security Format (point 13, page 32 of RFP)	The Bid Security has to be valid for a period of 180 days from Bid Due Date inclusive of a claim period of 60 days.

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			hundred and eighty) days from the Bid Due Date, by submitting another demand draft before expiry of the existing demand draft and may be further extended as may be mutually agreed between the Nodal Agency and the Bidder from time to time. In case a bank guarantee is provided, its validity period shall not be less than 180 (one hundred and eighty) days from the Bid Due Date, inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the Nodal Agency and the Bidder from time to time. The Bid shall be summarily rejected if it is not accompanied by the Bid Security.	We suggest the Bid Security should be refundable not later than 120 (one hundred twenty) days from the Bid Due Date.		
7.	RFQ	1.2.5	Generally, the Lowest Bidder shall be the selected Bidder. The remaining Bidders shall be kept in reserve and may, in accordance with the process specified in the RFP-DBFOO, be invited to match the Bid submitted by the Lowest Bidder in case such Lowest Bidder withdraws or is not selected for any reason. In the event that none of the other Bidders match the Bid of the Lowest Bidder, the Nodal Agency may, in its discretion, invite fresh Bids from the remaining Bidders or annul the Bidding Process, as the case may be.	**Kindly modify the clause as under:** Generally, the Lowest Bidder shall be the selected Bidder. The remaining Bidders shall be kept in reserve. In case such Lowest Bidder withdraws or is not selected for any reason, the Utility may at its discretion, allocate the Project to the next lowest Bidder. the Nodal Agency may, in its discretion, invite fresh Bids from the remaining Bidders or annul the Bidding Process, as the case may be. Similar changes to be made in RFP clause 1.2.8.	In case no bidder is able to match the lowest bidder then, process would be scrapped. Hence, suggested modification gives more control to Nodal Agency over the process.	Please refer the published amendment document for revised clause.

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8.	RFQ	1.2.8	……. In this RFQ – DBFOO, the term **"Lowest Bidder"** shall mean the Bidder who is offering the lowest Tariff at the end of e-Reverse auction to be conducted after opening of Bids for the Project.	**Kindly modify the clause as under:** ……. In this RFQ – DBFOO, the term **"Lowest Bidder"** shall mean the Bidder who is offering the lowest Tariff.	Conducting an e-Reverse auction will make the process more complex and may not lead to efficient time utilization for the Nodal Agency. Further, it may not lead to optimal price discovery as Bidders might hesitate to submit their lowest optimum bids upfront, preferring instead to decrease their bids just to surpass the lowest bidder of the previous round of e-Reverse auction. Hence, request Nodal Agency to remove the provisions of e-Reverse Auction.	Please refer the published amendment document for revised clause.
9.	RFQ	1.2.9	The Selected Bidder shall surrender the proportionate quantity of any existing Letter of Assurance /Fuel Supply Agreement to the supplier of the coal, not being the Letter of Assurance/ Fuel Supply Agreement arranged by Nodal Agency, corresponding to the tenure of the Letter of Assurance /Fuel Supply	**Kindly modify the clause as under:** Further and other details of the process to be followed at the Bidding Process and the terms thereof will be spelt out in the Bidding Documents.	The tender requires setting up of a new Power Station at Pirpainti site and fuel shall be arranged by the Nodal Agency under SHAKTI B(iv) Coal Linkage. Hence,	Please refer the published amendment document for revised clause.

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			Agreement arranged by the Nodal Agency. Further and other details of the process to be followed at the Bidding Process and the terms thereof will be spelt out in the Bidding Documents.		the provision should be deleted as it has no relevance in the current tender.	
10.	RFQ	2.2.2 (A)	**Technical Capacity:** For demonstrating technical capacity and experience (the "Technical Capacity"), the Applicant shall, over the past 5 (five) financial years preceding the Bid Due Date, have: (i)….	**Kindly modify the clause as under:** **Technical Capacity:** For demonstrating technical capacity and experience (the "Technical Capacity"), the Applicant shall, over the past 5 (five) completed financial years preceding the Bid Due Date, have: (i)….	Proposed modification is required to bring more clarity.	Please refer the published amendment document for revised clause.
11.	RFQ	2.19.2	The Nodal Agency reserves the right to reject any Application which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Nodal Agency in respect of such Application. Provided, however, that the Nodal Agency may, in its discretion, allow the Applicant to rectify any infirmities or omissions if the same do not constitute a material modification of the Application.	**Kindly modify the clause as under:** The Nodal Agency reserves the right to reject any Application which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Nodal Agency in respect of such Application. Provided, however, that the Nodal Agency may, in its discretion, allow the Applicant to rectify any infirmities or omissions if the same do not constitute a material modification of the Application by submission of the information, clarification and documents directly to the Nodal Agency as requested in	Clarificatory changes modification allowing infirmities or omissions with written permission by Nodal Agency.	As per tender conditions.

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				writing by the Nodal Agency in terms of Clause 2.20 of RFQ-DBFOO..		
12.	RFQ	2.5	**Site visit and verification of information** The Nodal Agency permits the applicants to undertake site visit(s) to familiarize themselves with the information and physical conditions relevant to the Project, including the transmission capacity, the site conditions, location, surroundings, climate, availability of power, water and other utilities for construction, access to site, handling and storage of materials, weather data, applicable laws and regulations, and any other matter considered relevant by them.	**Please modify the clause as under:** The Nodal Agency permits the applicants to undertake site visit(s) to familiarize themselves with the information and physical conditions relevant to the Project, the site conditions, location, surroundings, climate, availability of power, water and other utilities for construction, access to site, handling and storage of materials, weather data, applicable laws and regulations, and any other matter considered relevant by them. Further, kindly clarify that at what kV level will the evacuation of power be done by the Utility.	Under the present bid, the power station is to be developed at the Pirpainti site within the Bihar state and the entire net capacity is to be contracted with the Bihar Discoms. As per the draft PSA-DBFOO, the Delivery Point is ex-bus of the power station. Hence, the responsibility of onward transmission of electricity from the plant should be that of the Utility. Hence, it should not be in the scope of the Bidder. In view of the same, the change is suggested.	As per Tender Conditions.
13.	RFQ	2.13	**Method of submission of Responses by the Bidder** ……	We understand that the Bidder is required to submit only original EMD (Bid Security of INR 112.50 Cr) in hard copy and all other documents shall be submitted online through the E-Proc 2.0 portal. Kindly clarify.		As per tender conditions. Bid Security to be submitted by qualified bidders at RFP Stage and not at RFQ stage

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						since this is now a two-stage bid.
14.	RFQ	2.13.3	The Applicants shall send the hard copy of original EMD as applicable in an envelope clearly indicating the name and address of the Applicant, addressed to: ATTN. OF: Shri Dilip Kumar Designation: Chief Engineer (Generation) Address: 5th Floor, Vidyut Bhavan, Nehru Path, Bailey Road, Patna 800021 E-Mail Address: chiefengineerbspgcl@gmail.com Such original EMD shall be required to be delivered one day prior to the Bid Due Date	**Please modify the clause as under:** The Applicants shall send the hard copy of original EMD as applicable in an envelope clearly indicating the name and address of the Applicant, addressed to: ATTN. OF: Shri Dilip Kumar Designation: Chief Engineer (Generation) Address: 5th Floor, Vidyut Bhavan, Nehru Path, Bailey Road, Patna 800021 E-Mail Address: chiefengineerbspgcl@gmail.com Such original EMD shall be required to be delivered by 7 days from the the Bid Due Date.	As per the RFP, the original Bid Security shall be submitted by 7 days from the Bid Due Date. To avoid any discrepancy, please modify the clause as suggested.	As per tender conditions. Bid Security to be submitted by qualified bidders at RFP Stage and not at RFQ stage since this is now a two-stage bid. No EMD to be submitted at RFQ stage. The bid security will have to be submitted at least one day prior to date of submission of financial bid under RFP.
15.	RFQ	2.14.1	Applications should be submitted online at the portal latest by 14:00 hours IST on the Bid Due Date in the manner and form as detailed in this RFQ - DBFOO.	It is requested that the time period for submission of the Application be changed to 20:00 IST on the Bid Due Date.		The Applications may be submitted till 18:00:00 hrs IST on the Application Due Date.
16.	RFQ	3.2.3 (d)	the entity claiming experience shall, during the last 5 (five) financial years preceding the Bid Due Date, have (i) paid for development of the project	**Please modify the clause as under:**	Proposed modification is required to bring more clarity.	Please refer the published amendment document for revised clause.

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			(excluding the cost of land), and/or (ii) collected and appropriated the revenues from users availing of non-discriminatory access to or use of fixed project assets, such as revenues from transmission/distribution systems, highways, airports, ports and railway infrastructure, and/or (iii) collected and appropriated the revenues from sale of electricity produced by it, but shall not include revenues from sale or provision of goods or services such as, gas, petroleum products, telecommunications or fare/freight revenues and other incomes of the company owning the Project or revenues from sale of electricity by a distribution company.	the entity claiming experience shall, during the last 5 (five) completed financial years preceding the Bid Due Date, have (i) paid for development of the project (excluding the cost of land), and/or (ii) collected and appropriated the revenues from users availing of non-discriminatory access to or use of fixed project assets, such as revenues from transmission/distribution systems, highways, airports, ports and railway infrastructure, and/or (iii) collected and appropriated the revenues from sale of electricity produced by it, but shall not include revenues from sale or provision of goods or services such as, gas, petroleum products, telecommunications or fare/freight revenues and other incomes of the company owning the Project or revenues from sale of electricity by a distribution company.		
17.	RFQ	3.2.4	For a project to qualify as an Eligible Project under Categories 3 and 4, the Applicant should have paid for execution of its construction works or received payments from its client(s) for construction works executed, fully or partially, during the 5 (five) financial years immediately preceding the Bid Due Date, and only the payments (gross) actually made or received, as the case may be, during such 5 (five) financial years shall qualify for purposes of computing the Experience Score.	**Please modify the clause as under:** For a project to qualify as an Eligible Project under Categories 3 and 4, the Applicant should have paid for execution of its construction works or received payments from its client(s) for construction works executed, fully or partially, during the 5 (five) completed financial years immediately preceding the Bid Due Date, and only the payments (gross) actually made or	Proposed modification is required to bring more clarity.	Please refer the published amendment document for revised clause.

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			However, payments/receipts of less than Rs. 100 crore (Rs. one hundred crore) shall not be reckoned as payments/receipts for Eligible Projects. For the avoidance of doubt, construction works shall not include supply of goods or equipment except when such goods or equipment form part of a turn- key construction contract/ EPC contract for the project. Further, the cost of land shall not be included hereunder.	received, as the case may be, during such 5 (five) completed financial years shall qualify for purposes of computing the Experience Score. However, payments/receipts of less than Rs. 100 crore (Rs. one hundred crore) shall not be reckoned as payments/receipts for Eligible Projects. For the avoidance of doubt, construction works shall not include supply of goods or equipment except when such goods or equipment form part of a turn- key construction contract/ EPC contract for the project. Further, the cost of land shall not be included hereunder.		
18.	RFQ	Appendix – 1 (Letter Comprising the Application for Qualification), Annex-V (Statement of Legal Capacity)		Kindly clarify to whom the said letters to be addressed?		Please address to: ATTN. OF: Shri Dilip Kumar Designation: Chief Engineer (Generation) Address: 5th Floor, Vidyut Bhavan, Nehru Path, Bailey Road, Patna 800021 E-Mail Address: chiefengineerbspgcl@gmail.com
19.	RFQ	Appendix – 1 (Letter	18. I/ We hereby confirm that we are in compliance of/ shall comply with the	**Please modify the clause as under:**	A new power plant is to be set up under the	Please refer the published amendment

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		Comprising the Application for Qualification)	O&M requirements specified in Clause 2.2.3.	18. I/ We hereby confirm that we shall comply with the O&M requirements specified in Clause 2.2.3.	current tender, hence clause has been suitably modified	document for revised clause.
20.	RFQ	Appendix -1 Annnex-1 (7)	A statement by the Applicant and each of the Members of its Consortium (where applicable) or any of their Associates disclosing material non- performance or contractual non-compliance in past projects, contractual disputes and litigation/ arbitration in the recent past is given below (Attach extra sheets, if necessary):	**Please modify the clause as under:** A statement by the Applicant and each of the Members of its Consortium (where applicable) or any of their Associates disclosing material non-performance or contractual non-compliance in past projects, contractual disputes and litigation/ arbitration in the past 1 (one) year prior to Bid Due Date is given below (Attach extra sheets, if necessary)	The tenure should not be kept open ended. It should be clearly defined as 1 year prior to Bid Due Date instead of "recent past".	Please refer the published amendment document for revised clause.
21.	RFQ	Appendix I Annexure IV (Instruction – 13)	**Certificate from the Statutory Auditor regarding PPP projects** $^{\Phi}$ Based on its books of accounts and other published information authenticated by it, this is to certify that ..... (name of the Applicant/Member/Associate) is/ was an equity shareholder in …….. (title of the project company) and holds/held Rs. …… cr. (Rupees ..... crore) of equity (which constitutes % $^{\epsilon}$ of the total paid up and subscribed equity capital) of the project company from ……... (date) to	As per Instruction No. 13 to the Appendix 1 Annex-IV, the said certificate is required to be obtained in case the Applicant is claiming experience under Categories 1 & 2 as mentioned in Clause 3.2.1 of the RFQ. Further, as per Clause 3.2.3 (d), the experience criteria during the past 5 completed financial years is (i) paid for development of projects……., and/or (ii) collected and appropriated the revenues from users..., and/or (iii) collected and appropriated revenues		Please refer the published amendment document for revised clause.

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			.... (date)[¥]. The project was/is likely to be commissioned on ..... (date of commissioning of the project). We further certify that the total estimated capital cost of the project is Rs. ..... cr. (Rupees ……crore), of which Rs. …… cr. (Rupees ..... crore) of capital expenditure was incurred during the past five completed financial years as per year- wise details noted below: …… …… We also certify that the eligible annual revenues collected and appropriated by the aforesaid project company in terms of Clauses 3.2.1 and 3.2.3 (d) of the RFQ - DBFOO during the past five financial years were Rs. …… cr. as per year-wise details noted below: ……	from sale of electricity produced by it, but shall... In view of the above, we request you to kindly clarify and confirm that in case the Applicant chooses to use the revenue criteria i.e. 3.2.3 (d)(iii), it would not be required to provide certification w.r.t. last 5 years capital expenditure and in which case the text as highlighted herein may be deleted from the certificate: ***We further certify that the total estimated capital cost of the project is Rs. ..... cr. (Rupees ……crore), of which Rs. …… cr. (Rupees ..... crore) of capital expenditure was incurred during the past five completed financial years as per year-wise details noted below:*** **……**		
22.	RFQ	Appendix I Annexure IV	**Certificate from the Statutory Auditor regarding PPP projects [Φ]** Based on its books of accounts…… …….	**Please modify the format as under:** **Certificate from the Statutory Auditor/ Practicing Chartered Accountant regarding PPP projects [Φ]** Based on its books of accounts……	It is also requested to permit the Bidders an option to submit the required certificates through a practicing	Please refer the published amendment document for revised clause.

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		(Instruction – 13)	We further certify that the total estimated capital cost of the project is Rs. ..... cr. (Rupees ……crore), of which Rs. …… cr. (Rupees ..... crore) of capital expenditure was incurred during the past five completed financial years as per year- wise details noted below: …… …… We also certify that the eligible annual revenues collected and appropriated by the aforesaid project company in terms of Clauses 3.2.1 and 3.2.3 (d) of the RFQ - DBFOO during the past five financial years were Rs. …… cr. as per year-wise details noted below: …… ……	…… We further certify that the total project cost/ total estimated capital cost of the project is Rs. ..... cr. (Rupees ……crore), of which Rs. …… cr. (Rupees ..... crore) of capital expenditure was incurred during the past five completed financial years as per year- wise details noted below: …… …… We also certify that the eligible annual revenues collected and appropriated by the aforesaid project company in terms of Clauses 3.2.1 and 3.2.3 (d) of the RFQ - DBFOO during the past five financial years were Rs. …… cr. as per year-wise details noted below: …… ……	Chartered Accountant. Second paragraph does not distinguish fully between projects that are already constructed and projects that are still under construction. Therefore, insertion is suggested	
23.	RFQ	Appendix -I (Annex-3) Instruction-1 (b)	**Instructions:** 1. The Applicant/ its constituent Consortium Members shall attach copies of the balance sheets, financial statements and Annual Reports for 5 (five) years preceding the Bid Due Date. The financial statements shall:	**Please modify the provisions as under:** **….** 1. The Applicant/ its constituent Consortium Members shall attach copies of the balance sheets, financial statements and Annual Reports for 5 (five) completed	Proposed modification is required to bring more clarity. It is also requested to permit the Bidders an option to submit the required certificates through a practicing	Please refer the published amendment document for revised clause.

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			(b) be audited by a statutory auditor	financial years preceding the Bid Due Date. The financial statements shall: (b) be audited by a practicing Chartered Accountant/ statutory auditor	Chartered Accountant.	
24.	RFQ	Appendix -I (Annex-4) 14	If the Applicant is claiming experience under Category 3 & 4, it should provide a certificate from its statutory auditors or the client in the format below: **Certificate from the Statutory Auditor/ Client regarding construction works** Based on its books of accounts and other published information authenticated by it, {this is to certify that …….. (name of the Applicant/Member/Associate) was engaged by …….. (title of the project company) to execute …… (name of project) for.....(nature of project)}. The construction of the project commenced on …….. (date) and the project was/ is likely to be commissioned on …… (date, if any). It is certified that ..... (name of the Applicant/ Member/ Associate) received/paid Rs. …….. cr. (Rupees ..... crore) by way of payment for the aforesaid construction works.	If the Applicant is claiming experience under Category 3 & 4, it should provide a certificate from its statutory auditors or the client in the format below: **Certificate from the Statutory Auditor/ practicing Chartered Accountant regarding construction works** Based on its books of accounts and other published information authenticated by it, {this is to certify that …….. (name of the Applicant/Member/Associate) was engaged by …….. (title of the project company) to execute …… (name of project) for.....(nature of project)}. The construction of the project commenced on …….. (date) and the project was/ is likely to be commissioned on …… (date, if any). It is certified that ..... (name of the Applicant/ Member/ Associate) received/paid Rs. …….. cr. (Rupees ..... crore) by way of	It is requested to permit the Bidders an option to submit the required certificates through a practicing Chartered Accountant.	Please refer the published amendment document for revised clause.

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			We further certify that the total estimated capital cost of the project is Rs.....cr. (Rupees.....……crore), of which the Applicant/Member/Associate received/paid Rs. …… cr. (Rupees.....crore), in terms of Clauses 3.2.1 and 3.2.4 of the RFQ - DBFOO, during the past five financial years as per year-wise details noted below: …… …… {It is further certified that the payments/ receipts indicated above are restricted to the share of the Applicant who undertook these works as a partner or a member of joint venture/ consortium.} Name of the audit firm: Seal of the audit firm: (Signature, name and designation of the authorised signatory). Date:	payment for the aforesaid construction works. We further certify that the total estimated capital cost of the project is Rs.....cr. (Rupees.....……crore), of which the Applicant/Member/Associate received/paid Rs. …… cr. (Rupees.....crore), in terms of Clauses 3.2.1 and 3.2.4 of the RFQ - DBFOO, during the past five financial years as per year-wise details noted below: …… …… {It is further certified that the payments/ receipts indicated above are restricted to the share of the Applicant who undertook these works as a partner or a member of joint venture/ consortium.} Name of the audit firm: Seal of the audit firm: (Signature, name and designation of the authorised signatory). Date:		
25.	RFQ	Appendix -VII	**Details of Coal linkage**	It is requested to please specify the Subsidiary of CIL along with specific mines from where the Coal shall be		Will be notified separately.

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				allocated to the state under SHAKTI-B(iv). Also provide the mine-wise quantum, railway siding, and GCV for each of the mine sources.		
26.	RFP	1.1.1	The Bihar State Power Holding Company Ltd. ("**BSPHCL**" or the "**Holding Company**"") is engaged, inter alia, in the procurement of electricity for Discoms viz. North Bihar Power Distribution Company Limited ("**NBPDCL**") and South Bihar Power Distribution Company Limited ("**SBPDCL**"), which are responsible for distribution of electricity in their distribution area (NBPDCL and SBPDCL are hereafter individually referred to as "Utility" and collectively as "**Utilities**"). BSPHCL and the Utilities have decided to procure electricity on a long term basis from a power station to be developed with an Installed Capacity of 2400 MW (3 x 800 MW) based on Supercritical or Ultra Supercritical Technology on the land located at Village Pirpainti, Dist Bhagalpur, Bihar (the "**Project**") through Public Private Partnership (the "**PPP**") on Design, Build, Finance, Own and Operate (the "DBFOO") basis by sourcing fuel from Allocated Coal Linkage arranged by the utility under the Para B(iv) of SHAKTI Policy of Government of India. As the part of this endeavour, Bihar State Power	**Please modify the clause as under:** The Bihar State Power Holding Company Ltd. ("**BSPHCL**" or the "**Holding Company**"") is engaged, inter alia, in the procurement of electricity for Discoms viz. North Bihar Power Distribution Company Limited ("**NBPDCL**") and South Bihar Power Distribution Company Limited ("**SBPDCL**"), which are responsible for distribution of electricity in their distribution area (NBPDCL and SBPDCL are hereafter individually referred to as "Utility" and collectively as "**Utilities**"). BSPHCL and the Utilities have decided to procure electricity on a long term basis from a power station to be developed with an Installed Capacity of 2400 MW (3 x 800 MW) based on Ultra Supercritical Technology on the land located at Village Pirpainti, Dist Bhagalpur, Bihar (the "**Project**") through Public Private Partnership (the "**PPP**") on Design, Build, Finance, Own and Operate (the "DBFOO") basis by sourcing fuel from Allocated Coal Linkage arranged by the	Utilizing ultra-supercritical technology will ultimately result in improved operational parameters of the Project and reduce the emission in environment and therefore development of power station having ultra-supercritical technology is recommended.	As per tender conditions.

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			Generation Company Limited (the "**Nodal Agency**") on behalf of BSPHCL and the Utilities, has decided to carry out the Bidding Process for selection of a corporate entity as the Bidder to whom the contract may be awarded for production of electricity and supply thereof as per the terms and conditions specified in the Bidding Documents.	utility under the Para B(iv) of SHAKTI Policy of Government of India. As the part of this endeavour, Bihar State Power Generation Company Limited (the "**Nodal Agency**") on behalf of BSPHCL and the Utilities, has decided to carry out the Bidding Process for selection of a corporate entity as the Bidder to whom the contract may be awarded for production of electricity and supply thereof as per the terms and conditions specified in the Bidding Documents.		
27.	RFP	1.1.2	…The land required for the Project will be provided by the Nodal Agency.	We request the Nodal Agency to provide land break up. Further, please elaborate complete process for transfer of land to the successful bidder?	Details will be required to consider the Bid value and plan for project financing.	The location and extent of the land to be provided by the Utility will be shared with the bidders in revised tender documents. The land will be leased to the Supplier for nominal lease rent. Stamp duty/ registration waiver /nominal value will be required.
28.	RFP	1.1.4	All Applicants shall submit their bids at e-Bidding Portal www.eproc2.bihar.gov.in ("**Portal**"). Applicants shall bid for the capacity specified in Clause 1.1.1.	The Nodal Agency is requested to conduct prior Mock rounds so that bidders can familiarize themselves with the given Portal.	Usually, the bidding process of thermal tenders is carried out on DEEP Portal as envisaged in Standard Bidding Documents (SBD) published by MOP or	The applicants will have to submit their applications on the DEEP Portal

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					Bharat E-tender portal. The E-Proc 2 portal is new for bidders.	
29.	RFP	1.2.5	**RFP (1.2.5)** A Bidder is required to deposit, along with its Bid, a bid security of Rs. 1,12,50,00,000 (Rupees one hundred twelve crore fifty lakh) (the "**Bid Security**"), refundable not later than 60 (sixty) days from the Bid Due Date, except in the case of the Selected Bidder whose Bid Security shall be retained till it has provided a Performance Security under the PSA-DBFOO. The Bidders will have an option to provide Bid Security in the form of a demand draft or a bank guarantee acceptable to the Nodal Agency. The demand draft shall be kept valid for a period not less than 180 (one hundred and eighty) days by submitting another demand draft before expiry of the existing demand draft and may be further extended as may be mutually agreed between the Nodal Agency and the Bidder from time to time. In case a bank guarantee is provided, its validity period shall not be less than 180 (one hundred and eighty) days from the Bid Due Date, inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the Nodal Agency and the Bidder from time to time. The Bid shall be summarily	There is a discrepancy in timeline of return of Bid Security in RFQ and RFP. We suggest the Bid Security should be refundable not later than 120 (one hundred twenty) days from the Bid Due Date.	Bid Security return period is aligned with Bid Validity (120 days). Request you to incorporate he change in both documents and the Bid Security Format (point 13, page 32 of RFP)	Please refer the published amendment document for revised clause.

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			rejected if it is not accompanied by the Bid Security.			
30.	RFP	3.3.1	Subject to the provisions of Clause 2.16.1, the Bidder whose Bid is adjudged as responsive in terms of Clause 3.2.1 and who quotes the lowest Tariff offered to the Nodal Agency in conformity with the provisions of Clause 3.5, at the end of e-reverse auction, shall be declared as the selected Bidder (the "**Selected Bidder**"). In the event that the Nodal Agency rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.	**Please modify the clause as under:** Subject to the provisions of Clause 2.16.1 & 2.16.2, the Bidder whose Bid is adjudged as responsive in terms of Clause 3.2.1 and who quotes the lowest Tariff offered to the Nodal Agency in conformity with the provisions of Clause 3.5, shall be declared as the selected Bidder (the "**Selected Bidder**"). In the event that the Nodal Agency rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.	Clarificatory change Request to remove provisions of E-reverse auction in line with our request and rationale give.	As per tender conditions.
31.	RFP	3.3.3	In the event that the Lowest Bidder withdraws or is not selected for any reason in the first instance (the "**first round of bidding**"), the Nodal Agency may invite all the remaining Bidders to revalidate or extend their respective Bid Security, as necessary, and match the Bid of the aforesaid Lowest Bidder (the "**second round of bidding**"). If in the second round of bidding, only one Bidder matches the Lowest Bidder, it shall be the Selected Bidder. If two or more Bidders match the said Lowest Bidder in the second round of bidding, then the Bidder whose Bid was lower as compared to other Bidder(s) in the first round of bidding shall be the Selected	**Please modify the clause as under:** In the event that the Lowest Bidder withdraws or is not selected for any reason in the first instance (the "**first round of bidding**"), the Nodal Agency may at its discretion, annul the bidding or invite all the remaining Bidders to revalidate or extend their respective Bid Security, as necessary, and match the Bid of the aforesaid Lowest Bidder (the "**second round of bidding**"). If in the second round of bidding, only one Bidder matches the Lowest Bidder, it shall be the Selected Bidder. If two or more Bidders match the said Lowest	To give the Nodal Agency a better control of the process.	Please refer the published amendment document for revised clause.

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			Bidder. For example, if the third and fifth lowest Bidders in the first round of bidding offer to match the said Lowest Bidder in the second round of bidding, the said third lowest Bidder shall be the Selected Bidder.	Bidder in the second round of bidding, then the Bidder whose Bid was lower as compared to other Bidder(s) in the first round of bidding shall be the Selected Bidder. For example, if the third and fifth lowest Bidders in the first round of bidding offer to match the said Lowest Bidder in the second round of bidding, the said third lowest Bidder shall be the Selected Bidder.		
32.	RFP	3.3.7	The Selected Bidder shall surrender the proportionate quantity of any existing Letter of Assurance /Fuel Supply Agreement to the supplier of the coal, not being the Letter of Assurance/ Fuel Supply Agreement arranged by the Nodal Agency, corresponding to the tenure of the Letter of Assurance /Fuel Supply Agreement arranged by the Nodal Agency.	Please delete the clause.	The tender requires setting up of a new Power Station at Pirpainti site and fuel shall be arranged by the Nodal Agency under SHAKTI B(iv) Coal Linkage. Hence, the provision should be deleted as it has no relevance in the current tender.	Please refer the published amendment document for revised clause.
33.	RFP	Appendix -I Letter comprising the Bid		Kindly clarify to whom the said letter to be addressed?		Please address to: ATTN. OF: Shri Dilip Kumar Designation: Chief Engineer (Generation) Address: 5th Floor, Vidyut Bhavan, Nehru Path, Bailey Road, Patna 800021

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						E-Mail Address: chiefengineerbspgcl@gmail.com
34.	RFP	Appendix -I Letter comprising the Bid	12. I/ We further certify that in regard to matters relating to security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.	**Please modify the clause as under:** I/ We further certify that in regard to matters relating to security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates have not been convicted by Court of Law or any agency of the Government.	Mere investigation or lodging of FIR cannot be a disqualification, unless such person is convicted by a Court, hence we request you to modify the provision as suggested.	As per tender conditions.
35.	RFP	Appendix -I Letter comprising the Bid	13. I/ We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our directors/ managers/ employees.[γ]	**Please delete the clause.**	Mere investigation or lodging of FIR cannot be a disqualification, unless such person is convicted by a Court, hence we request you to kindly delete the provision.	As per tender conditions.
36.	RFP	Appendix -I Letter comprising the Bid	23. {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 the Nodal Agency, corresponding to the tenure of the Letter of Assurance /Fuel	Please delete the clause.	The tender requires setting up of a new Power Station at Pirpainti site and fuel shall be arranged by the Nodal Agency under SHAKTI B(iv) Coal Linkage. Hence, the provision should be deleted as it has no	Please refer the published amendment document for revised clause.

Sr. No.	Doc	Clause No.	Existing Clause	Proposed change	Rationale	Comments
			Supply Agreement arranged by the Nodal Agency.}[$]		relevance in the current tender.	
37.	RFP	Appendix -I	**Letter comprising Bid** 26. The Bid Security in the form of a Demand Draft/ Bank Guarantee (strike out whichever is not applicable) is attached. The original shall be submitted by [*insert date which is 7 days from the Bid Due Date as mentioned in Clause 2.11.1*].	**Letter comprising Bid** 26. The Bid Security in the form of a Demand Draft/ Bank Guarantee (strike out whichever is not applicable) is attached. The original shall be submitted by [*insert date which is 7 days from the Bid Due Date as mentioned in Clause 2.11.1*].	There is a mismatch in RFQ and RFP regarding last date of submission of Bid Security. We request Nodal Agency to allow bidders to submit the Bid Security online along with the Bid and give a time period of 7 days from Bid Due Date in line with the present clause.	As per tender conditions. Original of the bid security has to be submitted to Nodal Agency at least one day prior to the Bid Due Date.
38.	RFP	Letter comprising the Bid	35. …… Bid Format	Request Nodal Agency to also provide the Transportation Freight (including Tax) in INR/T.	As the Coal source and the Project site are same for every bidders, the Nodal Agency should provide the transportation freights in order to bring uniformity for all bidders.	Location of mine and railway siding details will be given once mine details are confirmed.
39.	RFP	Appendix – II Bank Guarantee		From the past experience, it is seen that the Bank issuing the Bank Guarantees may insist to include their own standard language for the Notwithstanding Clauses of the Bank Guarantee. Hence,		As per tender conditions.

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		for Bid Security		the Utility may kindly permit the modification in the Notwithstanding clauses as per the convenience of issuing bank.		
40.	PSA	Recital	THIS AGREEMENT is entered into on this the … day of ..., 20….. **BETWEEN** **1 BIHAR STATE POWER HOLDING COMPANY LIMITED**,…… First Part; **2. NORTH BIHAR POWER DISTRIBUTION COMPANY LIMITED**,….. First Part; **3. SOUTH BIHAR POWER DISTRIBUTION COMPANY LIMITED**,……. First Part; **AND** …..	Request to kindly clarify who will be the party from procurer side responsible for the fulfilment of all Utility's obligations under the PSA?		The respective utility shall be responsible for their specific obligations.
41.	PSA	1.3	**Measurements and arithmetic conventions** All measurements and calculations shall be in the metric system and calculations	**Please modify the clause as under:**	This will give more clarity.	As per tender conditions.

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			done to 3 (three) decimal places, with the fourth digit of 5 (five) or above being rounded up and below 5 (five) being rounded down.	**Measurements and arithmetic conventions** All measurements and calculations including calculation of Tariff (Fixed Charge and Fuel Charge) shall be in the metric system and calculations done to 3 (three) decimal places, with the fourth digit of 5 (five) or above being rounded up and below 5 (five) being rounded down.		
42.	PSA	2.2	-	**Kindly add a new provision as under:** **Effectiveness of the Agreement** Agreement shall come into force and effect from the date of execution of this Agreement by the parties and shall remain valid until the Transfer Date.	There is no specific provision in the PSA as to when the said agreement would become effective. Thus, a clause, as suggested herein regarding the PSA being effective from the date of execution, may kindly be added.	As per tender conditions.
43.	PSA	3.2.1	In the event that extension of the Contract Period shall have become due under and in accordance with the provisions of this Agreement, the Supplier shall, on receiving a notice from the Utility, extend the Supply Contract in accordance with the provisions of Clause 3.1.1.	**Please modify the clause as under:** In the event that extension of the Contract Period shall have become due under and in accordance with the provisions of this Agreement, the either Party shall, on receiving a notice from the other Party, extend the Supply Contract in accordance with the provisions of Clause 3.1.1.	The option to extend the Agreement should be available to both Parties to provide for equitable treatment of the Supplier and the Utility.	As per tender conditions.

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44.	PSA	4.1.2		Request to add following new CP: (e) executed and procured execution of the Substitution Agreement	Since the Substitution Agreement is to be executed between Supplier, Lender and Utility. In SBD it is mentioned only in the CP of Supplier. It is requested to make it a CP of Utility too, which will help in smoother financial closure and timely commencement of power supply. Such type of CP was also added in bid documents published for previously concluded UP, MH and MP tenders.	As per tender conditions.
45.	PSA	4.1.3	The Conditions Precedent required to be satisfied by the Supplier within a period of 180 (one hundred and eighty) days from the date of this Agreement shall be deemed to have been fulfilled when the Supplier shall have: A. provided Performance Security to the Utility; B. executed and procured execution of the Substitution Agreement; C. <Omitted>;	**Please modify the clause as under:** The Conditions Precedent required to be satisfied by the Supplier within a period of 12 (twelve) months from the date of this Agreement shall be deemed to have been fulfilled when the Supplier shall have: A. provided Performance Security to the Utility within the period prescribed in Clause 9.1.1 of this Agreement;	The current time period for fulfilment of CP is 180 days. Since the current bid requires development of a new power station at the land provided by the Nodal Agency, there may be situations wherein there could be delay in execution of financing agreement. To cater to such a situation,	Please refer the published amendment document for revised clause.

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			D. executed the Financing Agreements and delivered to the Utility 3 (three) true copies thereof, duly attested by a Director of the Supplier; E. delivered to the Utility 3 (three) true copies of the Financial Package and the Financial Model, duly attested by a Director of the Supplier, along with 3 (three) soft copies of the Financial Model in MS Excel version or any substitute thereof, which is acceptable to the Senior Lenders; F. <Omitted>; G. delivered to the Utility a legal opinion from the legal counsel of the Supplier with respect to the authority of the Supplier to enter into this Agreement and the enforceability of the provisions thereof; H. deposited a certified true copy of this Agreement with the RLDC and SLDC having jurisdiction and obtained a receipt thereof, in accordance with the provisions of Clauses 24.3.3 and 31.6.1; I. <Omitted>; J. <Omitted>;	B. executed and procured execution of the Substitution Agreement; C. <Omitted>; D. executed the Financing Agreements and delivered to the Utility 3 (three) true copies thereof, duly attested by a Director of the Supplier; E. delivered to the Utility 3 (three) true copies of the Financial Package and the Financial Model, duly attested by a Director of the Supplier, along with 3 (three) soft copies of the Financial Model in MS Excel version or any substitute thereof, which is acceptable to the Senior Lenders; F. <Omitted>; G. delivered to the Utility a legal opinion from the legal counsel of the Supplier with respect to the authority of the Supplier to enter into this Agreement and the enforceability of the provisions thereof; H. deposited a certified true copy of this Agreement with the RLDC and SLDC having jurisdiction and obtained a	the Supplier should be allowed time period of 12 months and hence the suggested change. Modification in CP listed at sub-point (A) is clarificatory in change. Since the tender requires setting up of a new Power Station at Pirpainti site and the Allocated Coal Linkage shall be arranged by the Nodal Agency, CP listed at sub-point (L) has no relevance and hence should be deleted.	

Sr. No.	Doc	Clause No.	Existing Clause	Proposed change	Rationale	Comments
			K. Obtained the letter of assurance, issued by CIL/[name of relevant CIL subsidiary] ("**Coal Supplier**") in the name of the Supplier for the supply on a linkage basis, [**] tonnes per annum of [**] grade coal for the entire Term of this Agreement ("**Letter of Assurance**" appended herein as **Annexure 1**) for the purposes of the Project; and L. Surrender the proportionate quantity of any existing Letter of Assurance /Fuel Supply Agreement, not being the Letter of Assurance/ Fuel Supply Agreement arranged by the Utility, corresponding to the tenure of the Letter of Assurance /Fuel Supply Agreement arranged by the Utility	receipt thereof, in accordance with the provisions of Clauses 24.3.3 and 31.6.1; I. <Omitted>; J. <Omitted>; K. Obtained the letter of assurance, issued by CIL/ name of relevant CIL subsidiary ("**Coal Supplier**") in the name of the Supplier for the supply on a linkage basis, [**] tonnes per annum of [**] grade coal for the entire Term of this Agreement ("**Letter of Assurance**" appended herein as **Annexure 1**) for the purposes of the Project. L. Omitted		
46.	PSA	4.1.3	Provided that upon request in writing by the Supplier, the Utility may, in its discretion, waive any of the Conditions Precedent set forth in this Clause 4.1.3. For the avoidance of doubt, the Utility may, in its sole discretion, grant any waiver hereunder, with such conditions as it may deem fit.	**Please modify the provision as under:** Provided that, the Utility may, in its discretion, waive any of the Conditions Precedent or upon request in writing by the Supplier, shall grant extension of time, not exceeding 180 (one hundred and eighty) days for fulfilment of the Conditions Precedent set forth in this Clause 4.1.3. For the avoidance of doubt, the Utility may, in its sole	As the timeline to fulfil all CPs is very short, the Supplier must be allowed extension from Utility upon its request in case fulfilment of CP get delayed due to any reason beyond supplier's control.	Please refer the published amendment document for revised clause.

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				discretion, grant any waiver or extension hereunder, with such conditions as it may deem fit.		
47.	PSA	4.2	**Damages for delay by the Utility** In the event that (i) the Utility does not procure fulfilment or waiver of any or all of the Conditions Precedent set forth in Clause 4.1.2 within the period specified in respect thereof, and (ii) the delay has not occurred as a result of breach of this Agreement by the Supplier or due to Force Majeure, the Utility shall pay to the Supplier Damages in an amount calculated at the rate of 0.1% (zero point one per cent) of the Performance Security for each day's delay until the fulfilment of such Conditions Precedent, subject to a maximum amount equal to the Bid Security.	**Kindly modify the Clause as under:** In the event that (i) the Utility does not procure fulfilment or waiver of any or all of the Conditions Precedent set forth in Clause 4.1.2 within the period specified in respect thereof, and (ii) the delay has not occurred as a result of breach of this Agreement by the Supplier or due to Force Majeure, the Utility shall pay to the Supplier Damages in an amount calculated at the rate of 0.1% (zero point one per cent) of the Performance Security for each day's delay until the fulfilment of such Conditions Precedent, subject to a maximum amount equal to the Bid Security and upon reaching such maximum, the Supplier may, in its sole discretion, terminate the agreement.	Utility CP's include execution of Escrow Agreement and Substitution Agreement, which are extremely critical from Financial Closing point of view. Hence, in case of non-fulfilment of the same, termination right must exist with the Supplier.	As per tender conditions.
48.	PSA	4.3	**Damages for delay by the Supplier** In the event that (i) the Supplier does not procure fulfilment or waiver of any or all of the Conditions Precedent set forth in Clause 4.1.3 within the period specified in that Clause, and (ii) the delay has not occurred as a result of failure to fulfil the obligations under Clause 4.1.2 or other breach of this Agreement by the Utility or due to Force Majeure, the Supplier shall pay to the Utility Damages in an	**Please modify the clause as under:** **Damages for delay by the Supplier** In the event that (i) the Supplier does not procure fulfilment or waiver of any or all of the Conditions Precedent set forth in Clause 4.1.3 within the period specified in that Clause, and (ii) the delay has not occurred as a result of failure to fulfil the obligations under	Quantum of Damage of 0.3% per Day works out to be ~9% per month which is on very high side. Damages for delay and threshold period should be symmetrical for both Utility and Supplier in case of delay in	As per tender conditions.

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			amount calculated at the rate of 0.3% (zero point three per cent) of the Performance Security for each day's delay until the fulfilment of such Conditions Precedent, subject to a maximum amount equal to the Bid Security, and upon reaching such maximum, the Utility may, in its sole discretion and subject to the provisions of Clause 9.2, terminate the Agreement. Provided that in the event of delay by the Utility in procuring fulfilment of the Conditions Precedent specified in Clause 4.1.2, no Damages shall be due or payable by the Supplier under this Clause 4.3 until the date on which the Utility shall have procured fulfilment of the Conditions Precedent specified in Clause 4.1.2.	Clause 4.1.2 or other breach of this Agreement by the Utility or due to Force Majeure, then subject to Article 14.1.3. the Supplier shall pay to the Utility Damages in an amount calculated at the rate of 0.1% (zero point one per cent) of the Performance Security for each day's delay until the fulfilment of such Conditions Precedent, subject to a maximum amount equal to the Performance Security, and upon reaching such maximum, the Utility may, in its sole discretion and subject to the provisions of Clause 9.2, terminate the Agreement. Provided that in the event of delay by the Utility in procuring fulfilment of the Conditions Precedent specified in Clause 4.1.2, no Damages shall be due or payable by the Supplier under this Clause 4.3 until the date on which the Utility shall have procured fulfilment of the Conditions Precedent specified in Clause 4.1.2.	achievement of Condition Precedents. Hence, request to reduce the same to 0.1% which is the same as the Damages specified for Utility in Clause 4.2.	
49.	PSA	4.4	**Commencement of Contract Period** The date on which Financial Close is achieved and all the Conditions Precedent specified in Clause 4.1 are satisfied or waived, as the case may be, shall be the Appointed Date which shall be the date of commencement of the Contract Period. For the avoidance of doubt, the Parties agree that the Supplier may, upon occurrence of the Appointed Date hereunder, by notice convey the	**Please modify the clause as under:** **Commencement of Contract Period** The date on which all the Conditions Precedent specified in Clause 4.1 are satisfied or waived, as the case may be, shall be the Appointed Date which shall be the date of commencement of the Contract Period. For the avoidance of doubt, the Parties agree that the Supplier	As per Article 4.4, "The date on which Financial Close is achieved and all the Conditions Precedent specified in Clause 4.1 are satisfied or waived, as the case may be, shall be the Appointed Date which shall be the date of	As per tender conditions.

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			particulars thereof to the Utility, and shall thereupon be entitled to commence or complete construction on the Project or supply electricity, as the case may be.	may, upon occurrence of the Appointed Date hereunder, by notice convey the particulars thereof to the Utility, and shall thereupon be entitled to commence or complete construction on the Project and supply electricity,	commencement of the Contract Period." However, as per the definition of Appointed Date (Article 39), Appointed Date means "the date on which all the Conditions Precedent are achieved, and every Condition Precedent is either satisfied or waived, as the case may be, in accordance with the provisions of this Agreement, and such date shall be the date of commencement of the Contract Period". Further, it may be noted that Conditions Precedent of the Supplier includes, inter alia, execution of the financing agreements. Thus, to avoid such discrepancies, Article 4.4 needs to be modified in line with the definition of Appointed Date, and	

Sr. No.	Doc	Clause No.	Existing Clause	Proposed change	Rationale	Comments
					hence the suggested change.	
50.	PSA	4.5	Without prejudice to the provisions of Clauses 4.2 and 4.3, and subject to the provisions of Clause 9.2, the Parties expressly agree that in the event the Appointed Date does not occur, for any reason whatsoever, before the 1st (first) anniversary of the date of this Agreement or the extended period provided in accordance with this Agreement, all rights, privileges, claims and entitlements of the Supplier under or arising out of this Agreement shall be deemed to have been waived by, and to have ceased with the concurrence of the Supplier, and the Power Supply Agreement shall be deemed to have been terminated by mutual agreement of the Parties. Provided, however, that in the event the delay in occurrence of the Appointed Date is for reasons attributable to the Supplier, the Performance Security of the Supplier shall be encashed and appropriated by the Utility as Damages thereof.	**Please modify the clause as under:** Without prejudice to the provisions of Clauses 4.2 and 4.3, and subject to the provisions of Clause 9.2, the Parties expressly agree that in the event the Appointed Date does not occur, for any reason whatsoever, before the 3rd (third) anniversary of the date of this Agreement or the extended period provided in accordance with this Agreement, all rights, privileges, claims and entitlements of the Supplier under or arising out of this Agreement shall be deemed to have been waived by, and to have ceased with the concurrence of the Supplier, and the Power Supply Agreement shall be deemed to have been terminated by mutual agreement of the Parties. Provided, however, that in the event the delay in occurrence of the Appointed Date is for reasons attributable to the Supplier, the Performance Security of the Supplier shall be encashed and appropriated by the Utility as Damages thereof.	We have requested that the threshold for payment of damages for delay in fulfilment of CPs is 0.1% of the Performance Security, i.e., symmetrical for both Utility and Supplier. Accordingly, delay threshold period for Supplier is arrived as 1000 days (14.96 Lakh per day for 1000 days). In case the PSA has penal provisions till 1000 days, we request that Deemed Termination should be on occurrence of 3rd anniversary of the date of the Agreement. Hence, kindly modify the clause as suggested.	As per tender conditions.
51.	PSA	5.1.5	The Supplier shall, at its own cost and expense, in addition to and not in derogation of its obligations elsewhere set out in this Agreement:	**Please modify the clause as under:** The Supplier shall, at its own cost and expense, in addition to and not	The responsibility of evacuation of power from the Delivery Point (bus bar of Power station) is in	Please refer the published amendment document for revised clause.

Sr. No.	Doc	Clause No.	Existing Clause	Proposed change	Rationale	Comments
			(a) make, or cause to be made, necessary applications to the relevant Government Instrumentalities with such particulars as may be required for obtaining Applicable Permits, other than those set forth in Clause 4.1.2, and obtain and keep in force and effect such Applicable Permits in conformity with Applicable Laws. Non-grant of long term open access shall be mutually decided by the Utility and Supplier; …	in derogation of its obligations elsewhere set out in this Agreement: (a) make, or cause to be made, necessary applications to the relevant Government Instrumentalities with such particulars as may be required for obtaining Applicable Permits, other than those set forth in Clause 4.1.2, and obtain and keep in force and effect such Applicable Permits in conformity with Applicable Laws.	the scope of Utility in the present bid and the new power station shall be connected with the state network. Thus, request you to incorporate proposed change.	
52.	PSA	5.2.2, 5.2.3	5.2.2 The Supplier shall submit to the Utility the drafts of all Project Agreements or any amendments or replacements thereto for its review and comments, and the Utility shall have the right but not the obligation to undertake such review and provide its comments, if any, to the Supplier within 15 (fifteen) days of the receipt of such drafts…… 5.2.3 The Supplier shall procure that each of the Fuel Supply Agreements, to the extent it provides for supply of Allocated Coal for the Contracted Capacity, contains provisions that entitle the Utility to step into such agreement, in its sole discretion, in substitution of the	Please delete the clause 5.2.2 and 5.2.3.	The present bid is requiring the selected bidder to develop a new power plant at Pirpainti site, Bihar, basis the allocation of coal under SHAKTI B (iv) provisions. It is pertinent to note that, the Developer does not have any say in the terms & conditions of the FSA and is required to sign the same as per the T&C of the coal	As per tender conditions.

Sr. No.	Doc	Clause No.	Existing Clause	Proposed change	Rationale	Comments
			Supplier in the event of Termination or Suspension (the "**Covenant**")…….		company i.e., CIL/its subsidiary. Hence, there should not be any requirement on part of the developer to procure consent of coal companies to incorporate specific clauses in the FSA.	
53.	PSA	5.7	**Obligations relating to SLDC and RLDC charges** The Supplier shall be liable for payment of all the charges, due and payable under Applicable Laws by the Supplier to the SLDC and RLDC for and in respect of all its supplies to the Utility	**Please modify the clause as under:** **Obligations relating to SLDC and RLDC charges** The Supplier shall be liable for payment of all the charges, due and payable under Applicable Laws by the Supplier to the SLDC and RLDC for and in respect of all its supplies to the Utility and the same shall be reimbursed by the utility to the supplier on receipt of particulars thereof.	The SLDC and RLDC charges are statutory in nature, therefore these charges should be paid by the Supplier but the same should be reimbursed by the Utility.	As per tender conditions.
54.	PSA	5.8	**Obligations relating to taxes** The Supplier shall pay, at all times during the subsistence of this Agreement, all taxes, levies, duties, cesses and all other statutory charges payable in respect of the Power Station…….	Kindly confirm that this shall be without prejudice to the Supplier's right to claim compensation under Change in Law provisions.		As per tender conditions.
55.	PSA	6.1.2 (a)	upon written request from the Supplier, and subject to the Supplier complying with Applicable Laws, provide	**Please modify the clause as under:**	The responsibility of evacuation of power from the Delivery	Please refer the published amendment

Sr. No.	Doc	Clause No.	Existing Clause	Proposed change	Rationale	Comments
			reasonable support and assistance to the Supplier in procuring the Applicable Permits, including environmental or forest clearances, required from any Government Instrumentality for implementation and operation of the Project; Non- grant of long term open access shall be mutually decided by the Utility and Supplier	upon written request from the Supplier, and subject to the Supplier complying with Applicable Laws, provide reasonable support and assistance to the Supplier in procuring the Applicable Permits, including environmental or forest clearances, required from any Government Instrumentality for implementation and operation of the Project.	Point (bus bar of Power station) is in the scope of Utility in the present bid and the new power station shall be connected with the state network. Thus request you to incorporate proposed change..	document for revised clause.
56.	PSA	6.1.5	New provision to be added	The Utility shall ensure that the Supplier is provided an electrical connection for reasonable construction, commissioning and start up Power at the Power Station as reasonably requisitioned by the Supplier by written intimation to the Utility, on the then prevalent terms and conditions as applicable to such consumers	This is primary requirement for development of the power station and the whole capacity of the power station is dedicated to Utilities. Hence, it is requested to allow bidders an electrical connection for development of Power station as per the given timeline.	As per tender conditions. The Supplier will be responsible for making reasonable arrangements for construction power. Applicable BERC regulations and other tariff norms of the Utilities to apply.
57.	PSA	7.1 (t)	notwithstanding the implementation of the Project by the Supplier, in case of any default by the Supplier, the Supplier shall procure that the obligations undertaken in terms of this Agreement are performed by the Successful Bidder.	Please delete the clause.	This clause is not as per the SBD. Hence, please remove the clause.	Please refer the published amendment document for revised clause.
58.	PSA	9.1.1	The Supplier shall, for the performance of its obligations hereunder, provide to the Utility no later than 60 (sixty) days from the date of this Agreement, an	**Please modify the clause as under:**	Increase in BG amount will lead to higher Bank commission charges;	As per tender conditions.

Sr. No.	Doc	Clause No.	Existing Clause	Proposed change	Rationale	Comments
			irrevocable and unconditional guarantee from a Bank for a sum equivalent to Rs. 450 crore (Rupees four hundred and fifty crore) in the form set forth in Schedule-D (the "**Performance Security**"). Provided, however, that the Supplier may provide a Performance Security hereunder for a period of 2 (two) years and shall, no later than 60 (sixty) days prior to the expiry thereof, substitute it by a like Performance Security	The Supplier shall, for the performance of its obligations hereunder, provide to the Utility no later than 60 (sixty) days from the date of this Agreement, an irrevocable and unconditional guarantee from a Bank for a sum equivalent to Rs.225 crore (Rupees two hundred and twenty five crore) in the form set forth in Schedule-D (the "**Performance Security**"). Provided, however, that the Supplier may provide a Performance Security hereunder valid for a period of 2 (two) years and shall, no later than 60 (sixty) days prior to the expiry thereof, substitute it by a like Performance Security	hence, the bidders will factorise the same in their tariff, leading to higher tariffs quote. Therefore, reducing the Performance Security will leading better price discovery.	
59.	PSA	9.1.3	Notwithstanding anything to the contrary contained in this Agreement, in the event Performance Security is not provided by the Supplier within a period of 60 (sixty) days from the date of this Agreement, the Utility may encash the Bid Security and appropriate the proceeds thereof as Damages, and thereupon all rights, privileges, claims and entitlements of the Supplier under or arising out of this Agreement and the Fuel Supply Agreement shall be deemed to have been waived by, and to have ceased with the concurrence of the Supplier, and this Agreement and the Fuel Supply Agreement, to the extent of Allocated Coal required for the Contracted Capacity, shall be deemed to have been	**Please modify the clause as under:** Notwithstanding anything to the contrary contained in this Agreement, in the event Performance Security is not provided by the Supplier within a period of 60 (sixty) days from the date of this Agreement, the Utility may encash the Bid Security and appropriate the proceeds thereof as Damages, and thereupon all rights, privileges, claims and entitlements of the Supplier under or arising out of this Agreement and the Letter of Assurance shall be deemed to have been waived by, and to have ceased with the concurrence of the Supplier, and this Agreement and the Letter of Assurance , to the extent of Allocated	Under this bid the coal supply is as per SHAKTI policy and as per SHAKTI Policy, FSA will be signed at the time of commissioning of the Unit. Prior to that, only Letter of Assurance from Coal Supplier will be available. Hence request the Nodal Agency to incorporate the modification.	Please refer the published amendment document for revised clause.

Sr. No.	Doc	Clause No.	Existing Clause	Proposed change	Rationale	Comments
			terminated with the consent of the Supplier	Coal required for the Contracted Capacity, shall be deemed to have been terminated with the consent of the Supplier.		
60.	PSA	9.4.1	The Supplier shall, for the performance of its obligations hereunder during the Operation Period, be deemed to provide to the Utility upon occurrence of COD of the last Unit, an irrevocable and unconditional guarantee pursuant to the provisions of this Clause 9.4 (the "**Performance Guarantee**"), for a sum equivalent to the Fixed Charge due and payable by the Utility to the Supplier for Normative Availability in respect of a period of 15 (fifteen) days in accordance with the provisions of this Agreement. The Performance Guarantee shall constitute the first and exclusive charge on all amounts due and payable by the Utility to the Supplier, and the Utility shall be entitled to enforce the Performance Guarantee by making a deduction from the amounts due and payable by it to the Supplier in accordance with the provisions of Clause 9.5. For the avoidance of doubt, the Parties agree that no amounts shall be earmarked, frozen or withheld for securing payment of any potential Damages that may fall due at a subsequent date, and only the amounts which shall have become due and payable by the Supplier upon occurrence	**Please modify the clause as under:** The Supplier shall, for the performance of its obligations hereunder during the Operation Period, be deemed to provide to the Utility upon occurrence of COD of the last Unit, an irrevocable and unconditional guarantee pursuant to the provisions of this Clause 9.4 (the "**Performance Guarantee**"), for a sum equivalent to the Fixed Charge due and payable by the Utility to the Supplier as on COD for Normative Availability in respect of a period of 15 (fifteen) days in accordance with the provisions of this Agreement. The Performance Guarantee shall constitute the first and exclusive charge on all amounts due and payable by the Utility to the Supplier, and the Utility shall be entitled to enforce the Performance Guarantee by making a deduction from the amounts due and payable by it to the Supplier in accordance with the provisions of Clause 9.5. For the avoidance of doubt, the Parties agree that no amounts shall be earmarked, frozen or withheld for securing payment of any potential Damages that may fall due at a subsequent date, and only the amounts	To bring more clarity, please modify the clause as suggested.	Please refer the published amendment document for revised clause.

Sr. No.	Doc	Clause No.	Existing Clause	Proposed change	Rationale	Comments
			of Supplier Default shall be liable to appropriation hereunder.	which shall have become due and payable by the Supplier upon occurrence of Supplier Default shall be liable to appropriation hereunder.		
61.	PSA	9.4.2	Notwithstanding anything to the contrary contained in this Agreement, in the event Performance Guarantee is not effective or sufficient for meeting the obligations of the Supplier under this Agreement, the Utility may encash the Performance Security and appropriate the proceeds thereof as Damages.	Notwithstanding anything to the contrary contained in this Agreement, in the event Performance Guarantee is not effective or sufficient for meeting the obligations of the Supplier under this Agreement, the Utility may encash the Performance Security and appropriate the proceeds thereof as Damages for not meeting the obligations of the supplier under this Agreement	Clarificatory Change	As per tender conditions.
62.	PSA	11.2.1	The Supplier shall complete construction of the Power Station as specified in Schedule-B, and in conformity with the Specifications and Standards set forth in Schedule-C. The 48 (Forty Eight) months, 54 (Fifty Four) months and 60 (Sixty) months from the Appointed Date shall be the scheduled date for completion of Unit#1, Unit#2 & Unit#3 of the Power Station respectively (the "Scheduled Completion Date") and the Supplier agrees and undertakes that construction of the Power Station shall be completed on or before the Scheduled Completion Date.	**Please modify the clause as under:** The Supplier shall complete construction of the Power Station as specified in Schedule-B, and in conformity with the Specifications and Standards set forth in Schedule-C. The 48 (Forty Eight) months, 54 (Fifty Four) months and 60 (Sixty) months from the Appointed Date shall be the scheduled date for completion of Unit#1, Unit#2 & Unit#3 of the Power Station respectively (the "**Scheduled Completion Date**") The Power Station shall be consisting of 3 (three) Units of 800 MW each and the Supplier agrees and undertakes that COD of the Unit(s) of the Power Station shall be achieved on or before the respective Scheduled Completion Date.	To bring more clarity.	Please refer the published amendment document for revised clause.

Sr. No.	Doc	Clause No.	Existing Clause	Proposed change	Rationale	Comments
63.	PSA	11.2.2	In the event that the Supplier fails to achieve any Project Milestone within a period of 90 (ninety) days from the date set forth for such Project Milestone in Schedule-E, unless such failure has occurred due to Force Majeure or for reasons attributable to the Utility, it shall pay Damages to the Utility in a sum calculated at the rate of 0.2% (zero point two per cent) of the amount of Performance Security for delay of each day until such Project Milestone is achieved; provided that if any or all Project Milestones or the Scheduled Completion Date are extended in accordance with the provisions of this Agreement, the dates set forth in Schedule-E shall be deemed to be modified accordingly; provided further that in the event COD is achieved on or before the Scheduled Completion Date, the Damages paid under this Clause 11.2.2 shall be refunded by the Utility to the Supplier, but without any interest thereon; provided also that in the event the Supplier agrees and undertakes to supply from an alternate source, the whole or part of the entitlement of the Utility from electricity that would have been produced from Contracted Capacity during the period between the Scheduled Completion Date and COD, and on the terms specified in this Agreement, the Damages payable under this Clause 11.2.2 shall be reduced in the same	**Please modify the clause as under:** In the event that the Supplier fails to achieve COD within a period of 180 (One Hundred and Eighty) days from Scheduled Completion Date unless such failure has occurred due to Force Majeure or for reasons attributable to the Utility, it shall pay Damages to the Utility in a sum calculated at the rate of 0.2% (zero point two per cent) of the amount of Performance Security for delay of each day for the period beyond 180 (One Hundred and Eighty) days from the Scheduled Completion Date provided that in the event the Supplier agrees and undertakes to supply from an alternate source for the period beyond 180 (One Hundred and Eighty) days, the whole or part of the entitlement of the Utility from electricity that would have been produced from Contracted Capacity during the period between the Scheduled Completion Date and COD, and on the terms specified in this, the Damages payable under this Clause 11.2.2 shall be reduced in the same proportion that such supply shall bear to the Contracted Capacity. Provided that in case the Utility refuses to accept power supply from alternate source, the Damages as provided herein shall not be applicable for the period of such refusal. For the	The discretion to accept the power from an alternative source has been retained with the Utility. Therefore, to make the provision equitable and balanced, it is proposed to not levy any penalty on the Supplier when Utility refuses to accept power supply from alternate source. This will increase bankability of the document, encouraging greater participation and leading to better price discovery. The current tender requires the development of a new power station having an installed capacity of 2400 MW which is a huge project and hence it is requested that the default time period to	Please refer the published amendment document for revised clause.

Sr. No.	Doc	Clause No.	Existing Clause	Proposed change	Rationale	Comments
			proportion that such supply shall bear to the entitlement of the Utility in supply from Contracted Capacity. For the avoidance of doubt, the Parties agree that in the event the Power Station is not completed and COD does not occur within 180 (one hundred and eighty) days from the Scheduled Completion Date, unless the delay is on account of reasons attributable to the Utility or due to Force Majeure, the Utility shall be entitled to terminate this Agreement.	avoidance of doubt, the Parties agree that in the event the Power Station fails to achieve COD within 18 (Eighteen) months from the Scheduled Completion Date, unless the delay is on account of reasons attributable to the Utility or due to Force Majeure, the Utility shall be entitled to terminate this Agreement.	be considered must be atleast 180 days. Being a new power station, please allow the Generator to supply power from an alternate supply for a period of 18 months so that the Utility is able to secure power and its supply commitments doesn't gets hampered in case of any delay. Hence request to incorporate the modifications as suggested. (Request to also specify the Project Milestones in the Schedule- E -Project Completion Schedule)	
64.	PSA	Article 12	**Monitoring of Construction** ….	Kindly delete this Article	As per the DBFOO document, the entire responsibility with respect to construction and	As per tender conditions.

Sr. No.	Doc	Clause No.	Existing Clause	Proposed change	Rationale	Comments
					commissioning of the power station is that of the Supplier. There are also significant penalty provisions on the Supplier in case of delay in achieving COD by the required date. Hence, monitoring of construction by the Utility / Utility's engineer goes against the very principles of DBFOO wherein the Supplier is undertaking construction of the project at its risk and expense. Hence the provision may be deleted.	
65.	PSA	13.4.1	At least 30 (thirty) days prior to the likely synchronisation of the Power Station to the Grid, the Supplier shall notify the Utility/Utilities' Engineer and the RLDC or SLDC, as the case may be, of its intent to undertake such synchronization.	**Please modify the clause as under:** At least 30 (thirty) days prior to the likely synchronisation of any Unit of the Power Station to the Grid, the Supplier shall notify the Utility/Utility's Engineer and the RLDC or SLDC, as the case may be, of its intent to undertake such synchronisation.	Clarificatory Change	Please refer the published amendment document for revised clause.
66.	PSA	13.4.3	-	**Please add following new provision:**	For clarification and with a view to avoid	As per tender conditions.

Sr. No.	Doc	Clause No.	Existing Clause	Proposed change	Rationale	Comments
		(Proposed New Provision)		The Utility shall accept and receive all infirm power generated during the testing and commissioning of new Unit of the Power Station. The infirm power shall be accounted as deviation and shall be paid for from the regional/ state deviation settlement fund accounts in accordance with the Central Electricity Regulatory Commission (Deviation Settlement Mechanism and Related matters) Regulations, 2024 and/or as per relevant regulations of the state, as amended from time to time or any subsequent re-enactment thereof, applicable for the year in which the concerned Unit/ Power Station is synchronized or commissioned.	future disputes / litigations with respect to infirm power has been added. As there is no provision for the same in the SBD. Request to add the same.	Further, extant regulations shall also apply.
67.	PSA	13.6	**Phased completion of Power Station** The Power Station may, for the purposes of completion, be divided into 3 (three) distinct Units, namely, Unit A comprising about 800 MW; Unit B comprising about 800 MW; and Unit C comprising about 800 MW, and the Provisional Certificate may be issued separately for each of the Units, whereupon the Tariff based on the Availability of such Unit shall become payable and the provisions of this Agreement shall apply *mutatis mutandis* to each such Unit. For the avoidance of doubt, the Parties agree that upon completion of any Unit hereunder, the	**Please modify the clause as under:** **Phased completion of Power Station** The Power Station may, for the purposes of completion, be divided into 3 (three) distinct Units, namely, Unit A comprising about 800 MW; Unit B comprising about 800 MW; and Unit C comprising about 800 MW, and the Provisional Certificate may be issued separately for each of the Units, whereupon the Tariff based on the Availability of such Unit shall become payable and the provisions of this Agreement shall apply *mutatis mutandis*	Provision added in order to align with proposed project completion timeline. Request to incorporate the modifications.	As per tender conditions.

Sr. No.	Doc	Clause No.	Existing Clause	Proposed change	Rationale	Comments
			provisions of this Agreement shall apply to that Unit as if it is the Power Station, and the rights and obligations of the Supplier for and in respect of that Unit shall be construed accordingly. The Parties also agree that if the Provisional Certificate for Unit A is issued at any time after the 3rd (third) anniversary of the Appointed Date, the provisions of Clause 14.1.2 shall not apply. The Parties also agree that the Concessionaire may, by notice issued to the Utility no later than the 1st (first) anniversary of the Appointed Date, determine the Scheduled Completion Date of the 1st (first) Unit to be a date which may be upto 365 (three hundred and sixty five) days prior to the Scheduled Completion Date of the Power Station as specified in Schedule-E, and in such an event the provisions of Clause 14.1.2 shall apply as if the Scheduled Completion Date specified therein is substituted by the scheduled completion date determined under this Clause 13.6.	to each such Unit. For the avoidance of doubt, the Parties agree that upon completion of any Unit hereunder, the provisions of this Agreement shall apply to that Unit as if it is the Power Station, and the rights and obligations of the Supplier for and in respect of that Unit shall be construed accordingly. The Parties also agree that if the Provisional Certificate for Unit A is issued at any time after the 4th (fourth) anniversary of the Appointed Date, the provisions of Clause 14.1.2 shall not apply. The Parties also agree that the Supplier may, by notice issued to the Utility no later than the 1st (first) anniversary of the Appointed Date, determine the Scheduled Completion Date of the 1st (first) Unit to be a date which may be upto 365 (three hundred and sixty five) days prior to the Scheduled Completion Date of the Power Station as specified in Schedule-E, and in such an event the provisions of Clause 14.1.2 shall apply as if the Scheduled Completion Date specified therein is substituted by the scheduled completion date determined under this Clause 13.6.		
68.	PSA	14.1.1	The Power Station or any Unit thereof, as the case may be, shall be deemed to be complete when the Completion Certificate or the Provisional Certificate, as the case may be, is issued under the provisions of Article 13. The commercial operation date of the Power Station or	**Please modify the clause as under:** The Power Station or any Unit thereof, as the case may be, shall be deemed to be complete when the Completion Certificate or the Provisional Certificate,	The provision has been modified to enhance the bankability of the document and encourage higher participation and	As per tender conditions.

Sr. No.	Doc	Clause No.	Existing Clause	Proposed change	Rationale	Comments
			any Unit, as the case may be, shall be the date on which the Power Station or such Unit is deemed fit for generating electricity and supplying it to the Grid upon issuance of such Completion Certificate or the Provisional Certificate (the "**COD**"). The Power Station or any Unit thereof shall enter into commercial service on COD whereupon the Supplier shall be entitled to demand and collect the Tariff in accordance with the provisions of Article 21. For the avoidance of doubt, the Parties expressly agree that if the Power Station is substantially completed but COD is delayed for reasons attributable to the Utility, 15% (fifteen per cent) of the Fixed Charge shall be due and payable hereunder as if COD has occurred for the Power Station or any Unit thereof, as the case may be, in addition to the extension of Concession Period under and in accordance with the provisions of this Agreement. The Parties further agree that for determination of Tariff under Article 21, COD of the first Unit shall be deemed to be the COD of the Power Station	as the case may be, is issued under the provisions of Article 13. The commercial operation date of the Power Station or any Unit, as the case may be, shall be the date on which the Power Station or such Unit is deemed fit for generating electricity and supplying it to the Grid upon issuance of such Completion Certificate or the Provisional Certificate (the "**COD**"). The Power Station or any Unit thereof shall enter into commercial service on COD whereupon the Supplier shall be entitled to demand and collect the Tariff in accordance with the provisions of Article 21.For the avoidance of doubt, the Parties expressly agree that if the Power Station or any Unit thereof, as the case may be, is ready for COD and Supplier has given due notice to the Utility but COD is delayed due to non-availability of transmission system or any reason attributed to the Utility the Utility shall pay to the Supplier from the . Scheduled Completion Date or the date notified by the Supplier for COD, whichever is later, an amount equal to 100% (hundred percent) of the Fixed Charges based on Normative Availability as Damages for a period till the time COD occurs / transmission system is made available. The Parties further agree that for determination of Tariff under Article 21, COD of the all	better price discovery. It is also pertinent to note that at the COD stage, bidders would already have invested roughly the entire capital cost of the project. Thus, the modified provision will provide greater comfort to project lenders. Hence, request to incorporate the same.	

Sr. No.	Doc	Clause No.	Existing Clause	Proposed change	Rationale	Comments
				three Units shall be deemed to be the COD of the Power Station.		
69.	PSA	14.1.2	In the event COD is achieved prior to the Scheduled Completion Date, the Fixed Charge due and payable to the Supplier for the period prior to the Scheduled Completion Date shall be 70% (seventy per cent) of the Base Fixed Charge specified in Clause 21.2.1. Provided, however, that no payment on account of Fixed Charge hereunder shall be due or payable for any period prior to 365 (three hundred and sixty five) days from the Scheduled Completion Date.	**Please modify the clause as under:** In the event COD is achieved prior to the Scheduled Completion Date, the Fixed Charge due and payable to the Supplier for the period prior to the Scheduled Completion Date shall be 100% (hundred per cent) of the Base Fixed Charge specified in Clause 21.2.1. Provided, however, that no payment on account of Fixed Charge hereunder shall be due or payable for any period prior to 365 (three hundred and sixty five) days from the Scheduled Completion Date. Provided further that for any energy despatched to the Utility during such period, the Fuel Charge shall be payable in accordance with Article 22 of this Agreement.	Upon commencement of supply of power to the Utility, 100% of the Fixed Charge should be payable to the Supplier, since the fixed obligations of the Supplier like principal and interest payments and O&M commence. Thus, fixed charge recovery should not be restricted to 70%. If such is the case, Supplier will not be incentivised to commission the plant early, and the Utility will be deprived of the benefit of availing power from a competitively awarded tariff. The provision has been added in case COD is achieved prior to Scheduled COD enabling Utility to draw power from the project. This	As per tender conditions.

Sr. No.	Doc	Clause No.	Existing Clause	Proposed change	Rationale	Comments
					modification has also been approved in recently concluded MH tender. Request to incorporate the modification.	
70.	PSA	14.1.3 (Proposed New Clause)	-	Please add following New clause: 14.1.3 Notwithstanding anything to the contrary contained herein or elsewhere in this Agreement, in the event that the COD of the project is achieved on or before the Scheduled Completion Date as specified in Article 11.2.1 then any penalty/ damages imposed on or paid by the Supplier, if any, in terms Article 4.3 or 20.1.1 shall be refunded back to the Supplier.	The provision is aligned in terms of Clause 11.2.2 of the SBD which provides that even in case the Supplier fails to achieve project milestones but ultimately achieves the originally Scheduled Completion Date, any damages levied shall be returned back to the Supplier. Accordingly this provision is proposed. This will also provide greater comfort to Supplier and its lenders and aid in competitive tariff discovery. Thus request to incorporate the modifications.	As per tender conditions.
71.	PSA	14.2	**Damages for delay** Subject to the provisions of Clause 11.2, if COD does not occur prior to the 61st	The Clause may kindly be deleted.	Since the Article 11.2.2 already covers the damages for the	As per tender conditions.

Sr. No.	Doc	Clause No.	Existing Clause	Proposed change	Rationale	Comments
			(sixty first) day after the Scheduled Completion Date, unless the delay is on account of reasons attributable to the Utility or due to Force Majeure, the Supplier shall pay Damages to the Utility in a sum calculated at the rate of 0.5% (zero point five per cent) of the amount of Performance Security for delay of each day until COD is achieved.		delay to achieve Scheduled Completion Date. The penalty provision in said the clause 14.2 is leading to double penalty on the Supplier. Hence, we request that the said penalty provision be deleted. This would lead to reduced risk premium thus translating to lower tariff in the interest of the consumers	
72.	PSA	15.2, 15.3	**15.2 Maintenance Requirements** **…** **15.3 Maintenance Manual** **…**	The clause 15.2 & 15.3 may kindly be deleted in full.	Under the DBFOO model, the ownership is that of the Supplier. Hence, Utility role in maintenance is not required. Hence, kindly delete the clauses.	As per tender conditions.
73.	PSA	15.7.1	Save and except, as provided in Clause 15.6, the Supplier shall not shut down or de-commission any Unit of the Power Station comprising the Contracted Capacity for undertaking maintenance or repair works, not forming part of the Maintenance Programme, except with the prior written approval of the Utilities' Engineer. Such approval shall be sought	**Please modify the clause as under:** Save and except, as provided in Clause 15.6, the Supplier shall not shut down or de-commission any Unit of the Power Station comprising the Contracted Capacity for undertaking maintenance or repair works, not forming part of the	As this is a supply contract and the ownership and responsibility of O&M lies with the Supplier, role of Utility's Engineer is proposed only till the construction stage.	As per tender conditions.

Sr. No.	Doc	Clause No.	Existing Clause	Proposed change	Rationale	Comments
			by the Supplier through a written request to be made to the Utilities' Engineer, and a copy thereof furnished to the Utility, at least 7 (seven) days before the proposed closure of such Unit and shall be accompanied by particulars thereof. Within 3 (three) days of receiving such request, the Utilities' Engineer shall grant permission with such modifications as it may deem reasonable and necessary in conformity with the Maintenance Manual and Maintenance Programme, and a copy of such permission shall be sent to the Utility	Maintenance Programme, except with the prior written approval of the Utility. Such approval shall be sought by the Supplier through a written request to be made to the Utility, at least 7 (seven) days before the proposed closure of such Unit and shall be accompanied by particulars thereof. Within 3 (three) days of receiving such request, the Utility's Engineer shall grant permission with such modifications as it may deem reasonable and necessary in conformity with the Maintenance Manual and Maintenance Programme,	This will help the Utility avoid continued costs of retaining the Utility's Engineer throughout the term of the agreement. Thus request to incorporate modified clause	
74.	PSA	15.7.2	Upon receiving the permission pursuant to Clause 15.7.1, the Supplier shall be entitled to shut down or de-commission the designated Unit for the period specified therein, and in the event of any delay in re-commissioning such Unit, the Supplier shall pay Damages to the Utility calculated at the rate of 2% (two per cent) of the Average Daily Fixed Charge for each day of delay until the Unit has been re-commissioned for generation	The Clause may kindly be deleted.	As per PSA provisions, the Supplier is required to maintain Normative Availability in order to claim full Fixed Charges. In case of failure to maintain the same, Fixed Charges are proportionately reduced. Hence, the penalty provision in said Clause 15.7.2 is leading to double penalty on the Supplier in terms of already reduced fixed	As per tender conditions.

Sr. No.	Doc	Clause No.	Existing Clause	Proposed change	Rationale	Comments
					charges plus the added penalty. Hence, we request that said penalty provision be deleted. This would lead to reduced risk premium thus translating to lower tariff in the interest of the consumers.	
75.	PSA	15.9	**Damages for breach of maintenance obligations** In the event that the Supplier fails to repair or rectify any defect or deficiency which causes reduction in Availability, it shall be deemed to be in breach of this Agreement and the Utility shall be entitled to recover Damages, to be calculated and paid for each day of delay until the breach is cured, 2% (two per cent) of the Average Daily Fixed Charge or such smaller sum as the Utility may, in its discretion determine upon prompt compliance of its obligations by the Supplier. Recovery of such Damages shall be without prejudice to the rights of the Utility under this Agreement, including the right of Termination thereof.	The Clause may kindly be deleted.	The Supplier is required to maintain Normative Availability in order to claim full fixed charges. In case of failure to maintain the same, Fixed Charges are reduced. Hence, the penalty provision in said Clause is leading to double penalty on the Supplier in terms of already reduced fixed charges plus the added penalty. Hence, the said clause has been deleted. This would lead to reduced risk premium thus translating to lower	As per tender conditions.

Sr. No.	Doc	Clause No.	Existing Clause	Proposed change	Rationale	Comments
					tariff discovery in the interest of Bihar consumers. It is pertinent to note that the above suggested change was also incorporated by the M.P. Power Management Co. Ltd. under its bid invited in 2019/20 for development of a greenfield project within the state of MP and supplying the capacity to the State, and the proposed change was also approved by the Hon'ble Madhya Pradesh Electricity Regulatory Commission.	
76.	PSA	15.11	**Modifications to the Power Station** The Supplier shall not carry out any material modifications to the Power Station save and except where such modifications are necessary for the Power Station to operate in conformity with the Specifications and Standards, Maintenance Requirements and Applicable Laws; provided that the Supplier shall notify the Utility/Utilities' Engineer of the proposed modifications	The Clause may kindly be deleted.	Under the DBFOO model, ownership of the plant is that of the Supplier. During the course of operations of the plant, several & regular modifications are required which are largely operational in nature. It would be	As per tender conditions.

Sr. No.	Doc	Clause No.	Existing Clause	Proposed change	Rationale	Comments
			along with particulars thereof at least 15 (fifteen) days before commencing work on such modifications and shall reasonably consider any suggestions that the Utility/ Utilities' Engineer may make within 15 (fifteen) days of receiving the Supplier's proposal.		cumbersome for both the Supplier as well as Utility to seek approval for each and every modification. This would also lead to increased administrative burden on the Utility. Hence, we request that the said clause be deleted.	
77.	PSA	16.1	**Monthly status reports** During Operation Period, the Supplier shall, no later than 7 (seven) days after the close of each month, furnish to the Utility and the Utilities' Engineer a monthly report stating in reasonable detail the condition of the Power Station including its compliance or otherwise with the Maintenance Requirements, Maintenance Manual, Maintenance Programme and Safety Requirements, and shall promptly give such other relevant information as may be required by the Utility and the Utilities' Engineer. In particular, such report shall separately identify and state in reasonable detail the defects and deficiencies that require rectification.	The Clause may kindly be deleted.	Under the DBFOO model, ownership of the plant is that of Supplier, which is required to commission the same by the required date. Hence, request to delete the clause as there is no requirement for monthly monitoring by the Utility. In any case penalty provisions exist is case of delay in commissioning the plant by the required date.	As per tender conditions.
78.	PSA	16.2	**Inspection** The Utilities' Engineer shall, with prior intimation to the Supplier, inspect the	The Clause may kindly be deleted.	Utilities' Engineer role should be kept only till COD.	As per tender conditions.

Sr. No.	Doc	Clause No.	Existing Clause	Proposed change	Rationale	Comments
			Power Station once every six months. It shall make a report of such inspection (the "**O&M Inspection Report**") stating in reasonable detail the defects or deficiencies, if any, with particular reference to the Maintenance Requirements, Maintenance Manual and the Maintenance Programme, and send a copy thereof to the Utility and the Supplier within 7 (seven) days of such inspection		In any case under DBFOO model, ownership is that of the Supplier, and as long as Availability is maintained, Utility should not be concerned with plant maintenance. Further, in case of reduced Availability, penal provisions already exist. Thus request to incorporate the omission.	
79.	PSA	16.3	**Remedial Measures** The Supplier shall repair or rectify the defects or deficiencies, if any, set forth in the O&M Inspection Report or in the monthly report referred to in Clause 16.1 and furnish a report in respect thereof to the Utility within 30 (thirty) days of receiving the O&M Inspection Report or furnishing the monthly report, as the case may be; provided that where the remedying of such defects or deficiencies is likely to take more than 30 (thirty) days, the Supplier shall submit progress reports of the repair works once every week until such works are completed in conformity with this Agreement	The Clause may kindly be deleted.	Utilities' Engineer role should be kept only till COD. In any case under DBFOO model, ownership is that of the Supplier, and as long as Availability is maintained, Utility should not be concerned with plant maintenance. Further, in case of reduced Availability, penal provisions already exist. Thus request to incorporate the omission.	As per tender conditions.

Sr. No.	Doc	Clause No.	Existing Clause	Proposed change	Rationale	Comments
80.	PSA	16.4	-	**Metering** For installation of Meters, Meter testing, Meter calibration and Meter reading and all matters incidental thereto, the Supplier and the Utility shall follow and be bound by the Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006 and the Grid Code. In addition, the Supplier shall also allow and facilitate the STU/CTU in installation of one set of required main and standby special energy Meters for accurate recording of Electrical Output supplied by Supplier. For these STU/CTU Meters (110V, 1A, 4-wire), the Supplier shall provide the required connection from EHV current transformers/ bushing CTs/ Electromagnetic VTs on EHV side of all generator-transformers, station transformers and outgoing lines, of meter accuracy of 0.2S class or better. The Supplier may install any further Meters for its own comfort at its own cost.	There is no provision for metering in SBD. New For sake of clarity, proposed clause should be added for compliance of the statutory provisions with regards to Metering. Such provision has been added in previously concluded tenders. Thus, request to add the clause.	As per tender conditions. Further, any metering will be as per extant regulations.
81.	PSA	17.3	**Monthly status report** During Operation Period, the Supplier shall, no later than 7 (seven) days after the close of each month, furnish a monthly report to the Utility stating in reasonable detail the compliance with the Key Performance Indicators specified in this Article 17 along with an analysis of the reasons for failures, if any, and the	The Clause may kindly be deleted.	As per Article 17, the Key Performance Indicator is the Availability of the Power Station. In any case, Availability will be shown in Monthly Invoices raised by the	As per tender conditions.

Sr. No.	Doc	Clause No.	Existing Clause	Proposed change	Rationale	Comments
			strategies for addressing the same and for otherwise improving the operational performance of the Power Station. The monthly report shall include a quantification of the Damages calculated in accordance with the provisions of this Agreement.		Supplier. Hence, request to delete the clause.	
82.	PSA	17.4	**ISO certification** 17.4.1 The Supplier shall, within… thereof to the Utility forthwith. 17.4.2 In the event of … obtaining such certifications. 17.4.3 If the period of… period of 3 (three) months.	The Clause may kindly be deleted.	Under DBFOO, the ownership of the plant is that of the Supplier. Hence, obtaining any ISO certification is the prerogative of the Supplier. Hence, request to delete the clause.	As per tender conditions.
83.	PSA	18.2	**Contracted Capacity** Pursuant to the provisions of this Agreement, the Supplier shall dedicate a generating capacity of 2250 MW to the Utility as the capacity contracted hereunder (the "**Contracted Capacity**") and the Contracted Capacity shall at all times be operated and utilised in accordance with the provisions of this Agreement.	**Please modify the clause as under:** **Contracted Capacity** Pursuant to the provisions of this Agreement, the Supplier shall dedicate a generating capacity of 2250 MW to the Utility at the Delivery Point, as the capacity contracted hereunder (the "**Contracted Capacity**") and the Contracted Capacity shall at all times be operated and utilised in accordance with the provisions of this Agreement.	The proposed modification is necessary for more clarity and to avoid any future disputes.	As per tender conditions.
84.	PSA	18.5	Sale of unutilized Committed Capacity <Omitted>	We propose to retain the SBD clause with modification as under:	The clause is relevant for Contracted Capacity. So, the	Please refer the published amendment

Sr. No.	Doc	Clause No.	Existing Clause	Proposed change	Rationale	Comments
				18.5 Sale of unutilized Contracted Capacity 18.5.1 In the event that any part of the entitlement of the Utility to the Contracted Capacity is not utilised by the Utility or its nominees and such unutilized Contracted Capacity, is utilised for production of electricity and sale thereof to any other Buyer(s), the Fixed Charge due and payable for and in respect of such Contracted Capacity shall be recovered by the Supplier from such Buyer(s) as if the electricity has been supplied to the Utility. Provided that the use of Allocated Coal, if any, for production of electricity from such Capacity shall be governed by the provisions of Clause 22.6. For the avoidance of doubt, the Parties agree that supply of electricity to a nominee of the Utility shall be subject to provision of adequate payment security either by the nominee or by the Utility. The Parties further agree that in the event any such Contracted Capacity remains unsold hereunder, the Fixed Charge in respect thereof shall be due and payable by the Utility to the Supplier.	term "Committed Capacity" should be replaced by "Contracted Capacity". In case the Utility is not scheduling power, the Supplier should be allowed to sell to any other buyer using the Allocated Coal Linkage. Thus, request to insertion with proposed modification.	document for revised clause.
85.	PSA	18.6	**Substitute Supply** In the event the Availability of the Power Station is reduced on account of	**Please modify the clause as under:**	In case the Supplier ensures the availability of power	As per tender conditions.

Sr. No.	Doc	Clause No.	Existing Clause	Proposed change	Rationale	Comments
			Scheduled Maintenance, Unscheduled Maintenance or Force Majeure, the Supplier may, with prior consent of the Utility, which consent the Utility may deny in its sole discretion or convey acceptance with such conditions as it may deem fit, supply electricity from any alternative source, if any, and such supply shall, for payment of Fixed Charge and Fuel Charge, be deemed to be supply under and in accordance with the provisions of this Agreement	**Substitute Supply** In the event the Availability of the Power Station is reduced on account of Scheduled Maintenance, Unscheduled Maintenance or Force Majeure, the Supplier may, with prior consent of the Utility, which consent the Utility may deny in its sole discretion or convey acceptance with such conditions as it may deem fit, supply electricity from any alternative source, if any, and such supply shall, for payment of Fixed Charge and Fuel Charge, be deemed to be supply under and in accordance with the provisions of this Agreement. Provided that is case such consent is denied by the Utility, the Utility shall be liable for payment of 100% Fixed Charge to the Supplier.	through substitute supply in case of maintenance or Force Majeure and the same is denied by the Utility, the Utility should pay the Fixed Charge to the Supplier. Since, the obligation of the Supplier has been fulfilled, the Supplier shall be entitled to payment of Fixed Charges. It may be noted that there is no adverse impact on the Utility by availing power from an alternative source since it is to be supplied at the tariff which is not lower than the tariff under the PSA. Thus, request to incorporate the proposed modifications.	
86.	PSA	19.1.1	Subject to the provisions of Clause 19.1.2, the Utility shall appoint a consulting engineering firm substantially in accordance with the selection criteria set forth in Schedule-I, to be the tilities' consultant under this Agreement (the "	**Please modify the clause as under:** Subject to the provisions of Clause 19.1.2, the Utility shall appoint a consulting engineering firm	As this is a supply contract and the ownership and responsibility of O&M lies with the Supplier, role of	As per tender conditions.

Sr. No.	Doc	Clause No.	Existing Clause	Proposed change	Rationale	Comments
			Utilities' Engineer"). The appointment shall be made no later than 180 (one hundred and eighty) days from the date of this Agreement and shall be for a period of 3 (three) years. On expiry or termination of the aforesaid appointment, the Utility shall appoint a Utilities' Engineer for a further term of 3 (three) years in accordance with the provisions of Schedule-I, and such procedure shall be repeated after expiry of each appointment.	substantially in accordance with the selection criteria set forth in Schedule-I, to be the Utilities' consultant under this Agreement (the " **Utilities' Engineer**"). The appointment shall be made no later than 180 (one hundred and eighty) days from the date of this Agreement and shall be for the period upto COD. On termination of the aforesaid appointment, the Utility shall appoint a Utilities' Engineer for the remaining period till COD in accordance with the provisions of Schedule-I,	Utilities' Engineer is proposed only till the construction stage. This will help the Utility avoid continued costs of retaining the Utility's Engineer throughout the term of the agreement. Thus request to incorporate the proposed modifications.	
87.	PSA	19.1.2	The Parties expressly agree that in the event two or more Utilities have entered into long-term power supply agreements with the Supplier, which agreements are similar to this Agreement, they may in their discretion appoint a common firm to discharge the functions of the Utilities' Engineer under their respective agreements. In the event no common firm is appointed by such Utilities, the Utility which contracts the largest volume of capacity in the Power Station shall appoint the Utilities' Engineer to discharge the functions specified hereunder. Copies of all communications received by the Supplier from the Utilities' Engineer and the replies thereto shall be sent forthwith by the Supplier to all Utilities who have not engaged the Utilities' Engineer.	The Clause may kindly be deleted.	The entire capacity of the plant would be dedicated to the Utility thus the clause is not relevant and hence proposed to be deleted. As this is a supply contract and the ownership and responsibility of O&M lies with the Supplier, role of Utilities' Engineer is proposed only till the construction stage. This will help the Utility avoid continued costs of retaining the Utility's	As per tender conditions.

Sr. No.	Doc	Clause No.	Existing Clause	Proposed change	Rationale	Comments
					Engineer throughout the term of the agreement. Thus request to incorporate the proposed deletion.	
88.	PSA	19.2.3	A true copy of all communications sent by the Utility to the Utilities' Engineer and by the Utilities' Engineer to the Utility shall be sent forthwith by the Utilities' Engineer to the Supplier	The Clause may kindly be deleted.	It is not necessary to share all communications between the Utility and the Supplier to the third Party. Relevant documents will be shared based on mutual discussion. Hence request that this clause may be deleted.	As per tender conditions.
89.	PSA	19.6	**Excuse from appointment of Utility's Engineer** Notwithstanding anything to the contrary contained in this Agreement, in the event that a Utility has contracted the lower of, (a) 25% (twenty five per cent) of the Installed Capacity; and (b) 200 (two hundred) megawatts, it shall not appoint a Utilities' Engineer under this Article 19.	The Clause may kindly be deleted.	The entire capacity of the plant would be dedicated to the Utility. The clause is not relevant and hence request that this clause may be deleted.	Please refer the published amendment document for revised clause.
90.	PSA	20.1.1	The Supplier hereby agrees and undertakes that it shall achieve Financial Close within 180 (one hundred and eighty) days from the date of this Agreement and in the event of delay, it	**Please modify the clause as under:** The Supplier hereby agrees and undertakes that it shall achieve Financial	The given time period of 180 days is based on the time period for fulfilment of CP of execution of	As per tender conditions.

Sr. No.	Doc	Clause No.	Existing Clause	Proposed change	Rationale	Comments
			shall be entitled to a further period not exceeding 185 (one hundred and eighty five) days, subject to payment of Damages to the Utility in a sum calculated at the rate of 0.05% (zero point zero five per cent) of the Performance Security for each day of delay; provided that the Damages specified herein shall be payable every week in advance and the period beyond the said 180 (one hundred and eighty) days shall be granted only to the extent of Damages so paid; provided further that no Damages shall be payable if such delay in Financial Close has occurred as a result of any default or delay by the Utility in procuring satisfaction of the Conditions Precedent specified in Clause 4.1.2 or due to Force Majeure. For the avoidance of doubt, the Damages payable hereunder shall be in addition to the Damages, if any, due and payable under the provisions of Clause 4.3.	Close within 12 (Twelve) months from the date of this Agreement and in the event of delay, , and subject to Article 14.1.3, the Supplier shall make payment of Damages to the Utility in a sum calculated at the rate of 0.05% (zero point zero five per cent) of the Performance Security for each day of delay; provided that the Damages specified herein shall be payable every week in advance and the period beyond the said 12 (Twelve) months shall be granted for a period not exceeding 270 (two hundred and seventy) days only to the extent of Damages so paid; provided further that no Damages shall be payable if such delay in Financial Close has occurred as a result of any default or delay by the Utility in procuring satisfaction of the Conditions Precedent specified in Clause 4.1.2 or due to Force Majeure.	Financing Agreements as stipulated in Article 4. However, the execution of Financing Agreement and achievement of Financial Close have different meaning under the draft PSA. As per the provisions of the PSA, the Financial Close means the fulfilment of all conditions precedent to the initial availability of funds under the Financing Agreements. Usually, bidder requires a time period of 12 months to fulfil all conditions precedent to the initial availability of funds under the Financing Agreements. Hence, it is requested that the Utility provide time period of 12 Months	

Sr. No.	Doc	Clause No.	Existing Clause	Proposed change	Rationale	Comments
					for achievement of Financial Close. It may be noted that the penal provisions in said clause 20.1.1 is leading double penalty on the Supplier as penal provisions in case of non-achievement of CP's by the required timeline already exist. Hence, we request that the said penalty provision be deleted. Further, reference of new proposed Article 14.1.3 has been added. Request to incorporate the same.	
91.	PSA	20.2.2	Upon Termination under Clause 20.2.1, the Utility shall be entitled to encash the Bid Security and appropriate the proceeds thereof as Damages; provided, however, if Financial Close has not occurred due to Force Majeure or as a result of the Utility being in default of any of its obligations under Clause 4.1.2, it shall, upon Termination, release the	**Please modify the clause as under:** Upon Termination under Clause 20.2.1, the Utility shall be entitled to encash the Performance Security and appropriate the proceeds thereof as Damages; provided, however, if Financial Close has not occurred due to Force Majeure	Clarificatory Change By this time the Bid security will be released, hence the reference for the same has been removed. Thus	Please refer the published amendment document for revised clause.

Sr. No.	Doc	Clause No.	Existing Clause	Proposed change	Rationale	Comments
			Bid Security or Performance Security, as the case may be, forthwith along with the Damages due and payable under Clause 4.2.	or as a result of the Utility being in default of any of its obligations under Clause 4.1.2, it shall, upon Termination, release Performance Security,, forthwith along with the Damages due and payable under Clause 4.2.	request to incorporate the modification.	
92.	PSA	21.2.2	In the event the Completion Certificate specifies a Station Heat Rate that is lower than the Station Heat Rate specified in Schedule-C, the Initial Fixed Charge shall be increased such that for every improvement of 1% (one per cent) as compared to the Station Heat Rate specified in Schedule-C, the amount specified in Clause 21.2.1 shall be increased by 1.5% (one point five per cent) thereof. Provided, however, that in case the source of Fuel is situated within 100 (one hundred) kilometres of the Power Station, such increase shall be restricted to 1% (one per cent) and if the Fuel is procured from overseas or from the open domestic market, such increase shall be the lower of, (a) 2.5% (two point five per cent) for every improvement of 1% (one per cent); and (b) actual costs.	**Please modify the clause as under:** In the event the Completion Certificate specifies a Station Heat Rate that is lower than the Station Heat Rate specified in Schedule-C, the Initial Fixed Charge shall be increased such that for every improvement of 1% (one per cent) as compared to the Station Heat Rate specified in Schedule-C, the amount specified in Clause 21.2.1 shall be increased by 1.5% (one point five per cent) thereof. Provided, however, that in case the source of Fuel is situated within average distance of 100 (one hundred) kilometres of the Power Station, such increase shall be restricted to 1% (one per cent) and if the Fuel is procured from overseas or from the open domestic market, such increase shall be the lower of, (a) 2.5% (two point five per cent) for every improvement of 1% (one per cent); and (b) actual costs.	Clarificatory change Since the Coal allocation is under SHAKTI B(iv), coal sourcing can be from a basket of mines. Hence the term average distance has been added. Thus, request to incorporate the modification.	Please refer the published amendment document for revised clause.
93.	PSA	21.2.3	In the event the actual Station Heat Rate is higher than the Station Heat Rate specified in the Completion Certificate the Initial Fixed Charge shall be	**Please modify the clause as under:**	Clarificatory change	Please refer the published amendment document for revised clause.

Sr. No.	Doc	Clause No.	Existing Clause	Proposed change	Rationale	Comments
			decreased such that for every increase of 1% (one per cent) as compared to the Station Heat Rate specified in Schedule-C, the amount specified in Clause 21.2.1 shall be decreased by 2% (two per cent) thereof. Provided, however, that in case the source of Fuel is situated within 100 (one hundred) kilometres of the Power Station, such decrease shall be restricted to 1.5% (one point five per cent) and if the Fuel is procured from overseas or from the open domestic market, such decrease shall be the lower of, (a) 3% (three per cent) for every reduction of 1% (one per cent) in SHR; and (b) actual costs.	In the event the actual Station Heat Rate is higher than the Station Heat Rate specified in the Completion Certificate the Initial Fixed Charge shall be decreased such that for every increase of 1% (one per cent) as compared to the Station Heat Rate specified in Schedule-C, the amount specified in Clause 21.2.1 shall be decreased by 2% (two per cent) thereof. Provided, however, that in case the source of Fuel is situated within average distance of 100 (one hundred) kilometres of the Power Station, such decrease shall be restricted to 1.5% (one point five per cent) and if the Fuel is procured from overseas or from the open domestic market, such decrease shall be the lower of, (a) 3% (three per cent) for every reduction of 1% (one per cent) in SHR; and (b) actual costs	Since the Coal allocation is under SHAKTI B(iv), coal sourcing can be from a basket of mines. Hence the term average distance has been added. Thus request to incorporate the modification.	
94.	PSA	21.2.4	The Initial Fixed Charge shall be deemed to be the Base Fixed Charge for the Accounting Year in which COD occurs, and for each subsequent Accounting Year, the applicable Base Fixed Charge shall be determined by decreasing the Base Fixed Charge for the immediately preceding Accounting Year by 2% (two per cent) thereof. For the avoidance of doubt and by way of illustration, the Base Fixed Charge for the first Accounting Year in which COD occurs shall be the Initial Fixed Charge, and for the second and third Accounting Years subsequent to the Accounting Year in which COD	**Please modify the clause as under:** The Initial Fixed Charge shall be deemed to be the Base Fixed Charge for the Accounting Year in which COD occurs, and for each subsequent Accounting Year, the applicable Base Fixed Charge shall be determined by decreasing the Base Fixed Charge for the immediately preceding Accounting Year by 2% (two per cent) thereof. For the avoidance of doubt and by way of illustration, the Base Fixed Charge for the first Accounting Year in which COD	The suggested change is clarificatory in nature and should be provided in order to avoid ambiguity / disputes in future. It is pertinent to note that the above clarification was also provided by the M.P. Power Management Co. Ltd. under its bid invited in 2019/20 for	As per tender conditions.

Sr. No.	Doc	Clause No.	Existing Clause	Proposed change	Rationale	Comments
			occurs, shall be a sum equal to 98% (ninety eight per cent) and 96.04% (ninety six point zero four per cent) respectively of the Initial Fixed Charge.	occurs shall be the Initial Fixed Charge, and for the second and third Accounting Years subsequent to the Accounting Year in which COD occurs, shall be a sum equal to 98% (ninety eight per cent) and 96.04% (ninety six point zero four per cent) respectively of the Initial Fixed Charge. It is expressly clarified that the above specified 2% decrease is Base Fixed Charge shall be applicable from the subsequent Accounting Year in which COD of the Power Station (i.e. COD of all three Units) occurs	procurement of 1230 MW net power for the state of MP, Maharashtra tender for procurement of 1600 MW thermal power and also by the UPPCL under its ongoing similar bidding process.	
95.	PSA	21.4.1	Subject to the provisions of this Clause 21.4, the Base Fixed Charge, as corrected for variation in WPI Index in accordance with Clause 21.3 shall be the Fixed Charge payable for Availability in each month of the relevant Accounting Year.	**Please modify the clause as under:** Subject to the provisions of this Clause 21.4, the Base Fixed Charge, as corrected for variation in WPI Index in accordance with Clause 21.3 shall be the Fixed Charge payable for each month of the relevant Accounting Year calculated for Cumulative Availability upto respective month.	Fixed charge payment based on Cumulative Availability upto each month is method generally adopted by Utilities. Tariff regulations also follows the same method for fixed charge calculation. Hence request to incorporate the modification.	Please refer the published amendment document for revised clause.
96.	PSA	21.4.2	Upon occurrence of a shortfall in the Minimum Fuel Stock, Availability shall be deemed to be reduced in accordance with the provisions of Clause 21.5.2 and the Non-Availability arising as a consequence thereof shall, for the	The Clause may kindly be deleted.	Since fuel is sourced under SHAKTI B(iv) any remedy for shortage of Fuel will be governed by provisions of FSA.	As per tender conditions.

Sr. No.	Doc	Clause No.	Existing Clause	Proposed change	Rationale	Comments
			purposes of payment of Fixed Charge, be deemed to be Availability to the extent of 70% (seventy per cent) of the Non-Availability hereunder. For the avoidance of doubt, the Parties expressly agree that if Fuel Shortage is caused by an action or omission attributable to the Supplier, it shall not be reckoned for the purposes of computing Availability hereunder. By way of illustration, the Parties agree that in the event the Non-Availability arising on account of shortfall in supply of Fuel is determined to be 50% (fifty per cent), the Supplier shall, with respect to the Non-Availability arising on account thereof in accordance with the provisions of Clause 21.5.2, be entitled to a Fixed Charge as if the Availability is equivalent to 70% (seventy per cent) of such Non-Availability. For the avoidance of doubt, the Parties agree that the Supplier shall not be liable to pay the Damages specified in Clause 21.6.2 if Non-Availability shall arise as referred to in this Clause 21.4.2.		Hence please remove the clause as suggested.	
97.	PSA	21.4.3	In the event that any shortfall in supply of electricity to the Utility occurs on account of deficiency in transmission beyond the Point of Grid Connection, Availability shall be deemed to be reduced in accordance with the provisions of Clause 21.5.3 and the Non-Availability arising as a consequence thereof shall, for the purposes of	The Utility may kindly modify the clause to provide that in case of any transmission deficiency beyond the Delivery Point (i.e., Plant ex-bus), the Supplier shall be entitled to receive 100% Fixed Charge.	Availability of the Power Station should not be linked to the transmission deficiency as transmission deficiency is beyond the control of Supplier and being	As per tender conditions.

Sr. No.	Doc	Clause No.	Existing Clause	Proposed change	Rationale	Comments
			payment of Fixed Charge, be deemed to be Availability to the extent of 50% (fifty per cent) of the Non-Availability hereunder. Provided, however, that the Supplier may, in its sole discretion, Despatch the Power Station to the extent of full or part Non-Availability hereunder for supply to other Distribution Licensees or Buyers, as the case may be, and to the extent of such Despatch, the Utility shall not be liable to payment of any Fixed Charge due and payable in accordance with the provisions of this Clause 21.4.3. Provided further that the provisions of this Agreement for and in respect of Tariff and Revenue Share shall apply to such supply. For the avoidance of doubt, the Parties expressly agree that if such deficiency in transmission is caused by an action or omission attributable to the Supplier, it shall not be reckoned for the purposes of computing Availability hereunder.		intra-state supply, it should be the sole responsibility of the Utility. Hence the Supplier should be entitled to full Fixed Charge recovery in case of deficiency in transmission beyond Point of Grid Connection since it is beyond the Supplier's control. This would also increase the bankability of the document.	
98.	PSA	21.4.4	The obligations of the Utility to pay Fixed Charges in any Accounting Year shall in no case exceed an amount equal to the Fixed Charge due and payable for and in respect of the Normative Availability of 90% (ninety per cent) computed with reference to the entitlement of the Utility in Contracted Capacity (the "**Capacity Charge**"). Provided, however, that in the event of Despatch of the Power Station beyond	**Please modify the clause as under:** The obligations of the Utility to pay Fixed Charges in any Accounting Year shall in no case exceed an amount equal to the Fixed Charge due and payable for and in respect of the Normative Availability of 90% (ninety per cent) computed with reference to the entitlement of the Utility in Contracted	Clarificatory Change. Deletion is based on our comment provided in Clause 21.4.1.	As per tender conditions.

Sr. No.	Doc	Clause No.	Existing Clause	Proposed change	Rationale	Comments
			such 90% (ninety per cent)], Incentive shall be payable in accordance with the provisions of Clause 21.6.1. For the avoidance of doubt, the Capacity Charge referred to herein shall be equal to and computed with reference to the maximum Availability of 90% (ninety per cent) of the Contracted Capacity.	Capacity (the "**Capacity Charge**"). Provided, however, that in the event of Despatch of the Power Station beyond such 90% (ninety per cent) of the Contracted Capacity, Incentive shall be payable in accordance with the provisions of Clause 21.6.1.		
99.	PSA	21.4.5	Pursuant to the provisions of Clause 21.4.4, the Supplier shall not, for and in respect of any day, be entitled to receive payment of Fixed Charge for Availability exceeding 90% (ninety per cent) thereof and in the event it supplies electricity to the Utility in excess of such 90% (ninety per cent), such excess supply shall be eligible only for payment of Fuel Charge, save and except the payment of Incentive due under the provisions of Clause 21.4.4.	**1- Please modify the clause as under:** Pursuant to the provisions of Clause 21.4.4, the Supplier shall not, for and in respect of any day, be entitled to receive payment of Fixed Charge for Availability exceeding 90% (Ninety Percent) thereof and in the event of Despatch of the Power to the Utility in excess of such 90% (Ninety Five Percent) of the Contracted Capacity, such excess supply shall be eligible only for payment of Fuel Charge, save and except the payment of Incentive due under the provisions of Clause 21.4.4. 2 - With reference to the words "for and in respect of any day", the Utility may kindly clarify that the payment for Fixed Charge shall be on Cumulative Availability on month-on-month basis for any contract year.	Clause has been modified to provide for payment of incentive when the Power Station is despatched over the Cumulative Availability (calculated on month-on-month) of 90%. Hence request to incorporate the modification. Say for example, in case availability in any particular month is 70% but cumulative availability at the end of year is 91% then Supplier will be paid full Fixed Charge for that year and any	The understanding is correct. Please also refer the published amendment document for revised clause.

Sr. No.	Doc	Clause No.	Existing Clause	Proposed change	Rationale	Comments
					penalty levied during any month of such financial year shall be reimbursed. Kindly confirm our understanding.	
100.	PSA	21.4.6 (Proposed New Clause)	-	New Clause to be added. Notwithstanding anything to the contrary contained herein or elsewhere in this Agreement, the payment for Fixed Charge in any Accounting Year shall be computed and made on the basis of Cumulative Availability.	Fixed charge payment based on Cumulative Availability upto each month is method generally adopted by Utilities. Tariff regulations also follows the same method for fixed charge calculation. Hence request to add the proposed clause.	As per tender conditions.
101.	PSA	21.5.1	Unless otherwise notified by the Supplier, the declared Availability shall, subject to the provisions of Clause 21.5.2, be deemed to be 100% (one hundred per cent) thereof at all times.	**Please modify the clause as under:** Unless otherwise notified by the Supplier, the declared Availability shall, be deemed to be 100% (one hundred per cent) thereof at all times.	Change is consequent to proposed deletion of Article 21.5.2 as explained below. Thus, request to incorporate the modification.	As per tender conditions.
102.	PSA	21.5.2	In the event Fuel stocks decline below the Minimum Fuel Stock, Availability shall be deemed to be reduced proportionate to the reduction in Minimum Fuel Stock, and shall be deemed as Non-Availability on account of Fuel Shortage. Provided that the Utility may, in its sole discretion,	The Clause may kindly be deleted.	Since fuel is sourced under SHAKTI B(iv) any remedy for shortage of Fuel will be governed by provisions of FSA. Hence request to	As per tender conditions.

Sr. No.	Doc	Clause No.	Existing Clause	Proposed change	Rationale	Comments
			Despatch the Power Station for the full or part Non-Availability hereunder and to the extent of such Despatch, the Utility shall pay the full Fixed Charge due and payable in accordance with this Agreement. For the avoidance of doubt and by way of illustration, if the actual stock of Fuel is 80% (eighty per cent) of the Minimum Fuel Stock at the commencement of any day, the Availability for that day shall be deemed to be 80% (eighty per cent) and the Non-Availability on account of Fuel Shortage shall be notified by the Supplier to the Utility accordingly.		incorporate the modification.	
103.	PSA	21.5.3	In the event that any shortfall in supply of electricity to the Utility occurs on account of any deficiency in transmission beyond the Point of Grid Connection, the Availability shall be deemed to be reduced to the extent of reduction in transmission of electricity, and the reduction referred to hereinabove shall be deemed as Non-Availability on account of deficiency in transmission. For the avoidance of doubt and by way of illustration, the Parties agree that if such deficiency in transmission is equal to 20% (twenty per cent) of the entitlement of the Utility in the Contracted Capacity, the Availability shall be deemed to be 80% (eighty per cent) and the Non-Availability hereunder	The Clause may kindly be deleted.	Since the capacity is contracted at bus-bar of plant and onward transmission is to be undertaken by the Utility. Hence request to incorporate the deletion. This would enhance bankability of the document by reducing risk premiums on transmission deficiency considered by bidders/ lenders resulting in a better	Please refer the published amendment document for revised clause.

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			shall be notified by the Supplier to the Utility forthwith.		participation and competitive price discovery.	
104.	PSA	21.6.1	In the event that the Availability in any month exceeds the Normative Availability, the Supplier shall, in lieu of a Fixed Charge, be entitled to an Incentive which shall be calculated and paid at the rate of 50 % (fifty per cent) of the Fixed Charge for Availability in excess of Normative Availability. Provided, however, that any Incentive hereunder shall be due and payable only to the extent of Despatch of the Power Station. For the avoidance of doubt and by way of illustration, in the event the Availability in any month shall exceed the Normative Availability by 3% (three per cent) of the Contracted Capacity but the Despatch during that month shall exceed 1% (one per cent) of the entitlement of the Utility in the Contracted Capacity, the Incentive payable hereunder shall be restricted to such 1% (one per cent) only.	**Please modify the clause as under:** In the event that the Cumulative Availability in any month exceeds the Normative Availability, the Supplier shall, in lieu of a Fixed Charge, be entitled to an Incentive which shall be calculated and paid at the rate of 50 % (fifty per cent) of the Fixed Charge for Availability in excess of Normative Availability. Provided, however, that any Incentive hereunder shall be due and payable only to the extent of Despatch of the Power Station. For the avoidance of doubt and by way of illustration, in the event the Cumulative 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 entitlement of the Utility in the Contracted Capacity, the Incentive payable hereunder shall be restricted to such 1% (one per cent) only.	Fixed charge payment based on Cumulative Availability upto each month is method generally adopted by Utilities. Tariff regulations also follows the same method for fixed charge calculation. Hence request you to incorporate the modification.	As per tender conditions.
105.	PSA	21.6.2	In the event that Availability in any month is less than the Normative Availability, the Fixed Charge for such month shall be reduced to the extent of shortfall in Normative Availability and	**Please modify the clause as under:** In the event that Cumulative Availability in any month is less than	Fixed charge payment based on Cumulative Availability upto each month is method	As per tender conditions.

Sr. No.	Doc	Clause No.	Existing Clause	Proposed change	Rationale	Comments
			in addition, any reduction below the Availability of 85% (eighty five per cent) shall, subject to the provisions of Clause 21.7, be multiplied by a factor of 0.25 (zero point two five) to determine the Damages payable for such reduction in Availability. For the avoidance of doubt, the Parties agree that the Damages to be deducted for any reduction below the aforesaid Availability of 85% (eighty five per cent) shall be 25% (twenty five per cent) of the Fixed Charge which is reduced on account of shortfall in Availability below such 85% (eighty five per cent).	the Normative Availability, the Fixed Charge for such month shall be reduced to the extent of shortfall in Normative Availability and in addition, any reduction below the Cumulative Availability of 85% (eighty five per cent) shall, subject to the provisions of Clause 21.7, be multiplied by a factor of 0.25 (zero point two five) to determine the Damages payable for such reduction in Availability. For the avoidance of doubt, the Parties agree that the Damages to be deducted for any reduction below the aforesaid Cumulative Availability of 85% (eighty five per cent) shall be 25% (twenty five per cent) of the Fixed Charge which is reduced on account of shortfall in Cumulative Availability below such 85% (eighty five per cent).	generally adopted by Utilities. Tariff regulations also follows the same method for fixed charge calculation. Hence request you to incorporate the modifications.	
106.	PSA	21.9.2	The Tariff and Incentives payable by the Utility under this Article 21 shall be exclusive of Service Tax, Electricity Duty, Value Added Tax or General Sales Tax, Custom Duty on Fuel or any replacement thereof, if applicable, and any Service Tax, Electricity Duty, Value Added Tax or General Sales Tax and Custom Duty on fuel thereon shall be paid by the Supplier and reimbursed by the Utility upon submission of necessary particulars by the Supplier.	**Please modify the clause as under:** The Tariff and Incentives payable by the Utility under this Article 21 shall be exclusive of , Taxes and duties, if any, levied on the electricity supplied to the Utility and shall be paid by the Supplier and reimbursed by the Utility upon submission of necessary particulars along with documentary evidences by the Supplier.	Clarificatory clause The Tariff payable by the Utility should not include the Taxes and duties levied on the supply of electricity to the Utility. Thus request you to incorporate the modification.	Please refer the published amendment document for revised clause.
107.	PSA	21.10.2	The Supplier shall, with each Monthly Invoice submit, (a) a certificate that the	**Please modify the clause as under:**	For the purpose of Monthly Billing,	Please refer the published amendment

Sr. No.	Doc	Clause No.	Existing Clause	Proposed change	Rationale	Comments
			amounts claimed in the invoice are correct and in accordance with the provisions of the Agreement; (b) proof of Availability approved by the SLDC, for the period billed, comprising evidence of communications regarding the extent of Non-Availability from time to time; (c) official documents in support of the variation in WPI as specified in Clause 21.3; (d) detailed calculations of the Fixed Charge for Availability in accordance with this Article 21; I detailed calculations of the Fuel Charge, in respect of the electricity dispatched, computed in accordance with Article 22; (f) detailed calculations of the Incentives and/or Damages in accordance with Clause 21.6; (g) details in respect of taxes/duties payable/reimbursable in accordance with the provisions of this Agreement; (h) details of the Fixed Charge to be adjusted by the Supplier in respect of sale of power to Buyers; (i) details in respect of Damages or Incentives payable in respect of Key Performance Indicators in accordance with the provisions of Article 17; (j) adjustments, if any, on account of revision of the transmission charges referred to in Clause 5.5; (k) proportionate adjustment on account of transmission losses to be determined in accordance with Clause 5.6; and (l) the net amount payable under the Monthly Invoice.	The Supplier shall, with each Monthly Invoice submit, (a) a certificate that the amounts claimed in the invoice are correct and in accordance with the provisions of the Agreement; (b) proof of Availability approved by the SLDC, for the period billed, comprising evidence of communications regarding the extent of Non-Availability from time to time; (c) official documents in support of the variation in WPI as specified in Clause 21.3; (d) detailed calculations of the Fixed Charge for Availability in accordance with this Article 21; (e) detailed calculations of the Fuel Charge, in respect of the electricity dispatched, computed in accordance with Article 22 along with all supporting documents including invoices of Coal India Ltd., invoices of Indian Railways, invoices of road transportation etc.; (f) detailed calculations of the Incentives and/or Damages in accordance with Clause 21.6; (g) details in respect of taxes/duties payable/reimbursable in accordance with the provisions of this Agreement; (h) details of the Fixed Charge to be adjusted by the Supplier in respect of sale of power to Buyers; (i) details in respect of Damages or Incentives payable in respect of Key Performance Indicators in accordance with the provisions of Article 17; and (j)	SLDC's State Energy Account will be referred to. As Point of Grid Connection is the Delivery Point in the instant case, the transmission losses and charges are being borne by Utility and hence sub clause (j) & (k) should be deleted. Thus request to incorporate the modifications.	document for revised clause.

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				the net amount payable under the Monthly Invoice.		
108.	PSA	21.10.3	The Utility shall, within 30 (thirty) days of receipt of a Monthly Invoice in accordance with Clause 21.10.1 (the "**Payment Due Date**"), make payment of the amount claimed directly, through electronic transfer, to the nominated bank account of the Supplier, save and except any amounts which it determines as not payable or disputed (the "**Disputed Amounts**")	**Please modify the clause as under:** The Utility shall, within 30 (thirty) days of receipt of a Monthly Invoice in accordance with Clause 21.10.1 Supplementary Invoice in accordance with Clause 21.11.1 and Provisional Monthly Invoice in accordance with Clause 21.13.1 (the "**Payment Due Date**"), make payment of the amount claimed directly, through electronic transfer, to the nominated bank account of the Supplier, save and except any amounts which it determines as not payable or disputed (the "**Disputed Amounts**").	The proposed change is to align with additional provisions relating to Supplementary Invoice and Provisional Monthly Invoice have been proposed in this document at SN 112.	Please refer the published amendment document for revised clause.
109.	PSA	21.11.1	The Utility shall, within 20 (twenty) days of receiving an invoice, notify the Supplier of the Disputed Amounts, with particulars thereof. Within 7 (seven) days of receiving such notice, the Supplier shall present any information or evidence as may reasonably be required for determining that such Disputed Amounts are payable. The Utility may, if necessary, meet a representative of the Supplier for resolving the dispute and in the event that the dispute is not resolved amicably, the Dispute Resolution Procedure shall apply. For the avoidance of doubt, even if a dispute is resolved	**Please modify the clause as under:** The Utility shall, within 10 (ten) days of receiving an invoice, notify the Supplier of the Disputed Amounts, with particulars thereof. Within 7 (seven) days of receiving such notice, the Supplier shall present any information or evidence as may reasonably be required for determining that such Disputed Amounts are payable. The Utility may, if necessary, meet a representative of the Supplier for resolving the dispute and in the event	In case 10 days is kept for receiving an invoice then there is sufficient time for notifying the disputed amount if there is a dispute in invoice then the rectification was possible before next monthly invoice. But if the time for receiving the invoice is extended to 20 days	Please refer the published amendment document for revised clause.

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			amicably, any amount paid after the Payment Due Date shall be deemed as delayed payment for the purposes of payment of interest thereon. For the avoidance of doubt, the Utility shall be entitled to raise a dispute regarding any Disputed Amounts, whether due or already paid in accordance with this Agreement, at any time.	that the dispute is not resolved amicably, the Dispute Resolution Procedure shall apply. For the avoidance of doubt, even if a dispute is resolved amicably, any amount paid after the Payment Due Date shall be deemed as delayed payment for the purposes of payment of interest thereon. For the avoidance of doubt, the Utility shall be entitled to raise a dispute regarding any Disputed Amounts, whether due or already paid in accordance with this Agreement, at any time. Provided that notwithstanding anything to the contrary contained herein, the Utility shall ensure full Tariff payments to the Supplier.	there is insufficient time for notifying the disputed amount in case there is a dispute in the invoice. Further, Payment disputes should not adversely affect the debt repayment and other fixed payment obligations of the Supplier like O&M, fuel etc.. Hence even in case of payment disputes, tariff payments need to be made by the Utility to ensure Supplier meets its fixed obligations as well as payment obligations to Fuel Supplier.	
110.	PSA	21.12	**21.12 Discount for early payment** The Parties expressly agree that in the event the Utility pays the Tariff within 5 (five) days of the date of submission of the invoice thereof, it shall be entitled to deduct 1% (one per cent) of the amount comprising the Tariff by way of discount for early payment.	**Please modify the clause as under:** **21.12 Discount for early payment** The Parties expressly agree that in the event the Utility pays the Tariff within 5 (five) days of the date of submission of the Monthly/Provisional Invoice thereof, it shall be entitled to deduct 1% (one per cent) of the amount comprising	Change made to align with 21.13	Please refer the published amendment document for revised clause.

Sr. No.	Doc	Clause No.	Existing Clause	Proposed change	Rationale	Comments
				the Tariff by way of discount for early payment.		
111.	PSA	21.13 (Proposed New Clause)	-	**Supplementary Invoice** 21.13.1 Either Party may raise a bill on the other Part“ ("Supplementary Invo”ce") for payment on account of: i. Adjustments required by the State/Regional Energy Account (if applicable); or ii. Change in Law as provided in Article 34, and such Supplementary Bill shall be paid by the other Party. 21.13.2 The Utility or the Supplier, as the case may be, shall pay the amount payable under the Supplementary Bill on or before the Payment Due Date. 21.13.3 For the payment of the Supplementary Invoice, prior to Payment Due Date, the Utility shall be entitled to deduct 0.5% (zero point five percent) of the amount stated in the concerned Supplementary Invoice by way of discount for early payment. However, no rebate shall be applicable on Supplementary Bills raised on account of	The SBD does not provide for a mechanism on Supplementary Invoices. Thus, a new Clause is proposed to be added for Supplementary Invoice, so that any billing on account of Change in Law or Adjustment is billed separately than the Monthly Invoice. Thus request to add the proposed clauses.	Please refer the published amendment document for revised clause.

Sr. No.	Doc	Clause No.	Existing Clause	Proposed change	Rationale	Comments
				Change in Law relating to Taxes. 21.13.4 In the event of delay in payment of a Supplementary Invoice by either Party in accordance with Clause 21.11.2 above, the provisions of Article 21.15 shall apply.		
112.	PSA	21.14 (Proposed New Clause)	-	**Provisional Monthly Invoice** 21.14.1 A Provisional Monthly Invoice shall, be raised by the Supplier at its own discretion on the last Business Day of the month wherein the Fixed Charges shall be claimed based on the declared Availability and the Fuel Charge shall be claimed based on the Despatch of energy up to the 25th (twenty fifth) day of the month.	The change is in line with existing Case-1 PPAs an option has been provided to the Supplier, to raise provisional monthly invoice. Request Utility to incorporate the Addition.	As per tender conditions.
113.	PSA	22.1.1	The heat energy input, in kCal, required for generation and supply of 1 (one) kWh of electricity at the Delivery Point , after accounting for auxiliary consumption and transmission losses, if any, as determined by Tests and specified in the Provisional Certificate or Completion Certificate, as the case may be, shall be the net station heat rate of the Power Station (the "**Station Heat Rate**" or "**SHR**"). Provided that the SHR shall be adjusted from time to time in accordance with the provisions of Clause 24.4, to account for any reduction in Despatch. Provided further that the aforesaid SHR	**Please modify the clause as under:** The heat energy input, in kCal, required for generation and supply of 1 (one) kWh of electricity at the Delivery Point, after accounting for auxiliary consumption and transmission losses upto the Delivery Point, if any, as determined by Tests and specified in the Provisional Certificate or Completion Certificate, as the case may be, shall be the net station heat rate of the Power Station (the "**Station Heat Rate**" or "**SHR**"). Provided that the SHR shall be	It may be noted that the actual/approved Net SHR of newly constructed 800 MW units of central and state gencos is quite high, as shown below: ➢ **Wanakbori U-8 (800MW)** GERC has approved Gross SHR of 2248	Please refer the published amendment document for revised clause.

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			shall be deemed to be increased by 0.15% (zero point one five per cent) per annum on each successive anniversary of COD and the number so arrived at shall be the applicable SHR for that year. For the avoidance of doubt and by way of illustration, the Parties expressly agree that if Tests determine that the Station Heat Rate at the Delivery Point is say 2,300 kCal per kWh, it shall be assumed that such Station Heat Rate has been derived after accounting for auxiliary consumption and transmission losses.	adjusted from time to time in accordance with the provisions of Clause 24.4, to account for any reduction in Despatch. Provided further that the aforesaid SHR shall be deemed to be increased by 0.5% (zero point five per cent) per annum on each successive anniversary of COD and the number so arrived at shall be the applicable SHR for that year. For the avoidance of doubt and by way of illustration, the Parties expressly agree that if Tests determine that the Station Heat Rate at the Delivery Point is say 2,375 kCal per kWh, it shall be assumed that such Station Heat Rate has been derived after accounting for auxiliary consumption and transmission losses upto the Delivery Point, if any.	kCal/kWh and Aux of 5.25%, translating to Net SHR of 2372.559 (*Tariff Order dated 31.03.2023*). ➢ **NTPC Lara (2x800 MW)** CERC vide order dt. 02.08.24 has approved Gross SHR of 2228 kCal/kWh and Aux of 6.25%, translating to Net SHR of 2377. ➢ **NTPC Gadarwara (2x800 MW)** have filed a tariff petition for 2024-29 before CERC wherein they have claimed Gross SHR of 2252 kCal/kWh and Aux of	

Sr. No.	Doc	Clause No.	Existing Clause	Proposed change	Rationale	Comments
					5.75%, translating to Net SHR of 2377 **NTPC Darlipalli (2x800 MW)** have also filed a tariff petition for 2024-29 wherein they have claimed Gross SHR of 2232 kCal/kWh and Aux of 6.75%, translating to Net SHR of 2389. And in the recently concluded tenders such as MSEDCL, Net SHR of 2,375 kCal/kWh has been approved. Thus, request you to	

Sr. No.	Doc	Clause No.	Existing Clause	Proposed change	Rationale	Comments
					approve the proposed Net SHR. **Regarding increase in SHR degradation allowance:** As per NTPC's submissions in "Summary of the comments and suggestions received on Approach Paper on Terms and Conditions of Tariff Regulations for the tariff period 1.4.2014 to 31.3.2019", the turbine performance deteriorates with ageing during the operating cycle of the plant, which in turn adversely affects the cycle operating heat rate. The average heat rate deviation factor for aging, accordingly, is of the order of 1.74% (39 kCal/kWh) for the 500 MW units commissioned before 2009 and 2.7% (62 kCal/kWh) for the	

Sr. No.	Doc	Clause No.	Existing Clause	Proposed change	Rationale	Comments
					200 MW units. Also, as stated by NTPC, it is possible to recover only 70% of heat rate deviation after capital overhaul. It is thus requested that the de-gradation allowance be allowed at 0.5% instead of 0.15%.	
114.	PSA	Article 22	22.2 Fuel Charge… … 22.2.1 … 22.2.2 … 22.2.3 … 22.2.4 … 22.2.6 …	The provisions under Clause 22.2.1, 22.2.2, 22.2.3, 22.2.4 and 22.2.6 need to be appropriately modified in order to provide a full pass-through of Fuel Charge.	The Utility has not yet specified the exact source of fuel allocation. However, based on a similar SHAKTI B(iv) bidding process conducted by MPPMCL, it was observed that the allocation of coal under SHAKTI B(iv) was from a basket of 6-7 different mines, located at different places, having different grades/GCV of coal, having different railway siding and having different supply quantum year-on-year.	Please refer the published amendment document for revised clause.

Sr. No.	Doc	Clause No.	Existing Clause	Proposed change	Rationale	Comments
					It may be noted that the current PSA provisions are not designed to cater to the above scenarios. The current PSA restricts the payment of fuel charge to the GCV at the time of bid. Further, the current document also allows change in fuel charge only due to (i) change in CIL notified price and (ii) change in notified freight by Indian Railways, compared to the values quoted at the time of bid. Further, the explanation to Article 22.2.2 states that in case of variation in the actual GCV compared to the GCV provided at the time of Bid, the Fuel Charge (in Rs/kWh) shall remain the same by notionally adjusting the Landed	

Sr. No.	Doc	Clause No.	Existing Clause	Proposed change	Rationale	Comments
					Fuel Cost. Moreover if there is any change in GCV, then also the Fuel Charge payment by the Utility (in Rs/kWh) remains the same. 31. Thus, it is evident that the PSA provisions does not meet the fuel cost pass-through principle and accordingly need to be modified (as suggested below**1. The Ex-mine Fuel Cost** quoted by the bidder should be a pass-through and be revised in case of any change in	

Sr. No.	Doc	Clause No.	Existing Clause	Proposed change	Rationale	Comments
					the ex-mine cost of Fuel due to any of the following changes or a combination thereof: ➢ Change in % allocation of coal within the basket of mines as specified in the allocation matrix; and/or Addition / deletion or substitution of any mine source specified in allocation matrix, and/o ➢ r; Full or part allocation being transferred	

Sr. No.	Doc	Clause No.	Existing Clause	Proposed change	Rationale	Comments
					to another coal company as compared to that specified in allocation matri ➢ x, ➢ (Each of the above scenarios, will also impact the actual GCV of coal) Change in notified prices/ex-mine of Coal by CIL / Coal Company 31. Change in GCV of coal, irrespective of occurrence of any of the above.**2. Transporta**	

Sr. No.	Doc	Clause No.	Existing Clause	Proposed change	Rationale	Comments
					tion Cost would be quoted by the Bidder based on the weighted average railway distance and freight computed w.r.t. loading sidings, quantum and sources indicated by the Utility in the allocation matrix. The Transportation Cost should be a pass-through and be revised in the following cases: ➢ Change in % allocation of coal within the basket	

Sr. No.	Doc	Clause No.	Existing Clause	Proposed change	Rationale	Comments
					of mines as specified in the allocation matrix; and/or Change in the loading sidings as compared to the loading siding indicated by the Utility in the allocation matrix. Changes in the rail freights In case coal is transported through road, then payment clause should cover the road	

Sr. No.	Doc	Clause No.	Existing Clause	Proposed change	Rationale	Comments
					transportation. Transit losses to also be covered 31. 3. Further, any additional expenses incurred on account of Fuel should be a pass-through upon submission of relevant proof & documents, in line with the documents intent of making Fuel Charge a pass-through.	

Sr. No.	Doc	Clause No.	Existing Clause	Proposed change	Rationale	Comments
					It is pertinent to note that pass-through of fuel cost is permitted to all Central and State Gencos, including pass-through of cost of road transport of coal. The Utility is thus requested to suitably modify the relevant provisions for Fuel Charge, as suggested above. In the previously concluded bids all Utilities from MP, UP & MH have recognized this problem and modified provision on the concept of Weighted Average for different components and full pass through of Fuel Charge.	
115.	PSA	22.2.4	The total cost of transportation of domestic Fuel, forming part of the Landed Fuel Cost, shall be the lower of, (a) 110% (one hundred and ten per cent) of the freight payable to the Indian Railways for transportation by rail, and	It is requested that provisions with respect to pass-through of costs incurred towards road transportation of fuel be incorporated in the Fuel Charge provision.	It may be noted that the current document only provides for transportation of fuel by rail. However, in practical, often road	Please refer the published amendment document for revised clause.

Sr. No.	Doc	Clause No.	Existing Clause	Proposed change	Rationale	Comments
			(b) the actual cost of transportation. For the avoidance of doubt, the Parties agree that the amount specified in Clause 22.2.1 is equivalent to or less than the aforesaid 110% (one hundred and ten per cent) of the amount payable to the Indian Railways. The Supplier represents and warrants that the aforesaid amount has been derived from the railway freight rate of Rs..... (Rupees…) per tonne as on the Bid Date and the transportation charge specified in Clause 22.2.1 shall be revised only in proportion to the revision in rail freight as compared to the rate specified hereinabove.		transport of coal is required. In such a case, road transport costs should be allowed on a complete pass-through basis, subject to checks and balances as may be deemed fit by the Utility. For instance, the Utility may prescribe that the road transportation is to be undertaken on a competitive pricing basis for transporters.	
116.	PSA	22.3.1	The weighted average of the GCV of Fuel received during any month at the Power Station shall be reckoned as the average GCV (the "**Average GCV**") for the purposes of this Article 22 and shall, subject to the provisions of Clause 22.2.2, apply for computing the applicable element of the Landed Fuel Cost and the Fuel Charge payable for the use of such Fuel. For the avoidance of doubt, the Average GCV hereunder shall be computed separately for Allocated Coal, any Fuel procured under AFSA and any other Fuel, as the case may be,	**Please modify the clause as under:** The weighted average of the GCV of Fuel received during any month at the Power Station shall be reckoned as the average GCV on "As Received Basis" (the "**Average GCV**") for the purposes of this Article 22 and shall, subject to the provisions of Clause 22.2.2, apply for computing the applicable element of the Landed Fuel Cost and the Fuel Charge payable for the use of such Fuel. For the avoidance of doubt, the Average GCV hereunder	Clarificatory Change The SBD already provides for measurement of GCV of fuel on as received basis. The proposed change will also prevent bidders from assuming risk premiums related to GCV measurement in their tariff, and thus result in competitive tariff discovery for	As per tender conditions.

Sr. No.	Doc	Clause No.	Existing Clause	Proposed change	Rationale	Comments
			for the purposes of determining the Fuel Charge.	shall be computed separately for Allocated Coal, any Fuel procured under AFSA and any other Fuel, as the case may be, for the purposes of determining the Fuel Charge.	the Utility, which will benefit end consumer of the state. This has also been allowed in the previously concluded tenders of MP, UP & MH State by their respective Utilities. Thus request to incorporate the modification.	
117.	PSA	22.3.2	Subject to the provisions of Clause 22.3.7, the Average GCV of Fuel shall be determined in accordance with the certification and classification provided by the supplier of Fuel in accordance with the provisions of the FSA. For the avoidance of doubt, the Parties expressly agree that in the event the certification provided by the supplier of Fuel refers to a band of GCV, the mean value of such band shall be reckoned as the GCV for purposes hereof. The Parties further agree that the Average GCV determined in accordance with such certification shall form the basis of computation of Fuel Charge, save and except as provided in Clause 22.3.7.	**Please modify the clause as under:** The Average GCV of Fuel to be determined for the purpose provisions of Clause 22.3. shall be determined in accordance with the certification and classification provided by an independent agency appointed by the Utility at its costs and expenses. The supplier shall provide such assistance as the independent agency may reasonably require for such sampling and testing . The Parties further agree that the Average GCV determined in accordance with such certification shall form the basis of computation of Fuel Charge, save and except as provided in Clause 22.3.7.	To avoid disputes between Supplier and Utility, with regard to Determination of GCV, the responsibility of sampling and testing of Coal has been entrusted to an independent agency to be appointed by the Utility. This has also been allowed in the previously concluded tenders of MP, UP & MH State by their respective Utilities. Request to incorporate the modifications proposed.	As per tender conditions.
118.	PSA	22.3.3	The Supplier shall collect random samples of Fuel in accordance with the	.–**1 - Please modify the clause as under:**	Modification for GCV is proposed in	As per tender conditions.

Sr. No.	Doc	Clause No.	Existing Clause	Proposed change	Rationale	Comments
			applicable codes of the Bureau of Indian Standards (BIS) immediately following its arrival and storage at the Power Station and all the samples so collected during the preceding 24 (twenty four) hours shall be tested by the Supplier at 1100 hours each day to determine the GCV thereof, and the results of such testing shall be conveyed forthwith to the Utility for its information and record with such particulars as the Utility may require	The independent agency so appointed shall collect random samples of Fuel in accordance with the applicable codes of the Bureau of Indian Standards (BIS) immediately following its arrival at the Power Station and all the samples so collected during the preceding 24 (twenty four) hours shall be tested by the agency at 1100 hours each day to determine the Average GCV thereof, in accordance with the applicable codes of the Bureau of Indian Standards (BIS) after adjusting 85 kCal/kg (or such value as notified under CERC Tariff Regulations from time to time) on account of storage/ stacking losses,and the results of such testing shall be conveyed forthwith to the Utility and the Supplier for its information and record with such particulars as the Parties may require (31)**2 -** Kindly confirm that the GCV to be used for calculation of Fuel Charge to be paid to the Supplier shall be determined as underA) : Coal sample will be taken at the plant end, and GCV on As-Received Basis will be determined by the	line with CERC Tariff Regulations. This has also been allowed in the previously concluded tenders of MP, UP & MH State by their respective Utilities. Request to incorporate the modification.	

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				Independent Agency based on such sampling (B) :Thereafter, a value of 85kCal / kg will be deducted from the value of GCV determined in (A) above, i.e,, C = (A) – 85 kCal/kg The value of 'C', as per above, will be the GCV used for computation and payment of Fuel Charge to the Supplier. Kindly confirm.		
119.	PSA	22.3.4	One-half of the quantity of each sample collected in accordance with the provisions of Clause 22.3.3 shall be stored and made available for testing thereof by the Utility or the Utilities' Engineer at any time within a period of 1 (one) month from the date of sampling at the Power Station.	**Please modify the clause as under:** One-half of the quantity of each sample collected in accordance with the provisions of Clause 22.3.3 shall be stored and made available for testing thereof by the Supplier, if required, at any time within a period of 1 (one) month from the date of sampling at the Power Station.	Role of Utilities' Engineer is proposed only till the construction period if this change is approved. We request to incorporate this to align with the above change.	As per tender conditions.
120.	PSA	22.3.5	The Fuel received at the Power Station shall be stored in stacks, in quantities of about 5 (five) tonnes each or a multiple thereof, not exceeding 100 (one hundred) tonnes, and numbered in a manner that can correlate the stacks with the samples	The Clause may kindly be deleted.	Under the PSA, the Supplier is responsible for operation of the power station and consequently the	As per tender conditions.

Sr. No.	Doc	Clause No.	Existing Clause	Proposed change	Rationale	Comments
			drawn in accordance with the provisions of Clause 22.3.3. For the avoidance of doubt, the Parties agree that the Supplier may, with prior consent of the Utility, substitute the storage and stacking methodology in such manner as may conform with Good Industry Practice.		storage of Fuel. To avoid administrative burden on the Utility in terms of checking fuel storage practice of the Supplier request to incorporate the proposed omission.	
121.	PSA	22.3.6	For determining the actual GCV of Fuel, the Utility or the Utilities' Engineer, as the case may be, shall be entitled to inspect the relevant records of the Supplier, and may, at its own cost, conduct or cause to be conducted, sampling and testing of stored Fuel in accordance with Good Industry Practice, to determine its conformity with the Specifications and Standards and also with the tests conducted by the Supplier pursuant to the provisions of Clause 22.3.3. The Supplier shall provide such assistance as the Utility may reasonably require for such sampling and testing. In the event of a dispute relating to the procedure and outcome of any sampling or testing, the Parties shall remit such tests to a reputed independent laboratory or agency and in the event that the Parties fail to agree on appointment of an independent agency within 7 (seven) days of the notice of dispute issued by a Party, the independent laboratory or	**Please modify the clause as under:** For determining the actual GCV of Fuel, the Utility shall be entitled, but not under any obligation to inspect the relevant records of the Supplier, and may, at its own cost, conduct or cause to be conducted, sampling and testing of stored Fuel in accordance with Good Industry Practice, to determine its conformity with the Specifications and Standards and also with the tests conducted by the independent agency pursuant to the provisions of Clause 22.3.3. The Supplier shall provide such assistance as the Utility may reasonably require for such sampling and testing. In the event of a dispute relating to the procedure and outcome of any sampling or testing, the Parties shall remit such tests to a reputed independent laboratory or agency and in the event that the Parties fail to agree on appointment of an independent agency within 7 (seven) days of the	Role of Utilities' Engineer is proposed only till the construction period if this change is approved. We request to incorporate this to align with the above change.	As per tender conditions.

Sr. No.	Doc	Clause No.	Existing Clause	Proposed change	Rationale	Comments
			agency shall be specified by the Appropriate Commission.	notice of dispuIe issued by a Party, the independent laboratory or agency shall be specified by the Appropriate Commission.		
122.	PSA	22.3.7	If the sampling pursuant to Clause 22.3.6 demonstrates that the actual GCV determined for any month is more than the GCV reported by the Supplier to the Utility or the Average GCV determined in accordance with the provisions of Clause 22.3.2, as the case may be, the Average GCV for that month shall be deemed to be the lower of the GCV determined by such sampling and the Average GCV determined pursuant to the provisions of Clause 22.3.2, and in the event of any Dispute relating to sampling, the Dispute Resolution Procedure shall apply.	**Please modify the clause as under:** If the sampling pursuant to Clause 22.3.6 demonstrates that the actual GCV determined for any month is more than the GCV determined in accordance with the provisions of Clause 22.3.2, the Average GCV for that month shall be deemed to be the lower of the GCV determined by sampling pursuant to the provisions of Clause 22.3.6 and the Average GCV determined pursuant to the provisions of Clause 22.3.2, and in the event of any Dispute relating to sampling, the Dispute Resolution Procedure shall apply.	Proposed Change is in line with other changes in Article 22.3 and is made for the purpose of alignment of clauses.	As per tender conditions.
123.	PSA	22.3.8	Notwithstanding anything to the contrary in this Article 22, the Parties expressly agree that the Utility shall not be liable to any payments in respect of the cost of Fuel, if such payments exceed the amounts due and payable in accordance with the provisions of the Clause 22.2.3/the FSA or AFSA, as the case may be, in respect of the price of Fuel or the GCV thereof and any additional burden	**Please modify the clause as under:** Notwithstanding anything to the contrary in this Article 22, the Parties expressly agree that the Utility shall not be liable to any payments in respect of the cost of Fuel, if such payments exceed the amounts due and payable in accordance with the provisions of the Clause 22.2.3/the FSA or AFSA, as the case may be, in respect of the price of	Change proposed to bring in more clarity and avoid financial implication on the Utility. Thus request to incorporate the proposed modification.	As per tender conditions.

Sr. No.	Doc	Clause No.	Existing Clause	Proposed change	Rationale	Comments
			in this behalf shall at all times be borne by the Supplier.	Fuel or the GCV (as determined under Clause 22.3.1) thereof and any additional burden in this behalf, not attributable to Utility, shall at all times be borne by the Supplier		
124.	PSA	22.4.1	Prior to the Appointed Date, the Supplier shall have executed an agreement with a supplier of Fuel for supply of Fuel sufficient for generating electricity at no less than 55% (fifty five per cent) of the Contracted Capacity during each month for a period of at least 20 (twenty) years commencing from COD, substantially in accordance with the provisions of Clause 22.5 (the "**Fuel Supply Agreement**" or "**FSA**")	**Please modify the clause as under:** Prior to the Scheduled Completion Date, the Supplier shall have executed an agreement with a supplier of Fuel for supply of Fuel sufficient for generating electricity at no less than 90% (ninety per cent) of the Contracted Capacity during each month for a period of at least 25 (twenty five) years commencing from Scheduled Completion Date, substantially in accordance with the provisions of Clause 22.5 (the "**Fuel Supply Agreement**" or "**FSA**")	Changes proposed to match the timelines of signing of FSA in line with timelines prescribed in the SHAKTI Policy and considering the Contract Period. Request to incorporate the modification.	Please refer the published amendment document for revised clause.
125.	PSA	22.4.3	The Fuel procured under the FSA shall be utilised by the Supplier for production of electricity to be supplied to the Utility as part of the Contracted Capacity and only the surplus, if any, may be used for Open Capacity, subject to the provisions of Clause 22.6.	**Please modify the clause as under:** The Fuel procured under the FSA shall be utilised by the Supplier for production of electricity to be supplied to the Utility as part of the Contracted Capacity and only for the sale of the unutilized capacity to Buyers, if any, subject to the provisions of Clause 22.6.	Entire capacity is being procured by the Utility and so Open Capacity or Merchant Capacity is not there. Only sale of unutilized capacity should be permitted under this agreement as proposed under SN 84. Thus request to incorporate the modification.	Please refer the published amendment document for revised clause.

Sr. No.	Doc	Clause No.	Existing Clause	Proposed change	Rationale	Comments
126.	PSA	22.5	**22.5 Terms of FSA** The FSA executed in pursuance of Clause 22.4.1 shall, for and in respect of the supply of Allocated Coal for production of electricity from the Contracted Capacity, include the following terms and conditions: (a) The minimum annual quantity of Fuel to be supplied under the FSA shall be sufficient for generating electricity for Despatch of at least 55% (fifty five per cent) of the Contracted Capacity during each month (the "**MACQ**"); (b) the FSA shall specify the grade of Fuel comprising GCV and ash content, which shall not be changed materially without mutual consent of the Supplier and the supplier of Fuel; (c) the FSA shall specify the methodology for testing and weighment of Fuel prior to its delivery to the Supplier and shall provide for a dispute resolution mechanism in the event of disputes on any aspect of the FSA;	**22.5 Terms of FSA** The FSA executed in pursuance of Clause 22.4.1 shall, for and in respect of the supply of Allocated Coal for production of electricity from the Contracted Capacity, include the following terms and conditions: (a) The minimum annual quantity of Fuel to be supplied under the FSA shall be sufficient for generating electricity for Despatch at least power required to comply with Normative Availability of the Contracted Capacity during each month (the "**MACQ**") ; (b) the FSA shall specify the grade of Fuel comprising GCV and ash content, which shall not be changed materially without mutual consent of the Supplier and the supplier of Fuel; (c) the FSA shall specify the methodology for testing and weighment of Fuel prior to its delivery to the Supplier and shall provide for a dispute resolution mechanism in the event of	Fuel tie-up corresponding to meet Normative Availability of the full contracted capacity should be available to the Supplier, and hence the change is proposed. Coal will be required for synchronisation of the each Unit, hence modification in sub-clause (i) is proposed, provisions of blending of fuel is omitted as it is not relevant. Request to incorporate the above modifications.	Please refer the published amendment document for revised clause.

Sr. No.	Doc	Clause No.	Existing Clause	Proposed change	Rationale	Comments
			(d) supply of MACQ under FSA shall commence at least 30 (thirty) days prior to COD; (e) in the event the supplier of Fuel proposes to blend imported Fuel with domestic Fuel, the provisions of Sub-clause (b) above shall apply;	disputes on any aspect of the FSA; (d) supply of MACQ under FSA shall commence at least 30 (thirty) days prior to synchronization of the first Unit of the Power Station (e)		
127.	PSA	22.6	**Use of Allocated Coal for Buyers** 22.6.1 Upon the Supplier meeting its obligations for and in respect of the supply of electricity to the Utility as part of the Contracted Capacity, it may generate electricity from Allocated Coal for sale thereof to Buyers subject to payment of Revenue Share to the Utility, in an amount equal to the higher of, (a) Fixed Charge and (b) 30% (thirty per cent) of the gross sale revenue accrued from Buyers for each kWh of electricity sold to any Buyer. Provided that the Utility may, in its sole discretion, reduce the Revenue Share to such extent and in such manner as it may determine from time to time.	**Please modify the clause as under:** 22.6.1 Upon the Supplier meeting its obligations for and in respect of the supply of electricity to the Utility as part of the Contracted Capacity, or if Utility is not able to schedule any part of the Contracted Capacity, it may generate electricity from Allocated Coal for sale thereof to Buyers. If the tariff realized from such sale is higher than the then applicable Tariff under this Agreement, such excess realization over and above the then applicable Tariff shall be shared in the ratio of 70:30 between the Supplier and the Utility respectively.	The Supplier upon fulfilment of its obligation in this scenario shall be incentivized more because the scope of work for sale thereof to any third party will be more of the Supplier. The Supplier shall be motivated and incentivized to search for the prospective buyers and generate revenue which will be for the benefit of the Supplier as well as the Utility. Thus request to incorporate the same.	As per tender conditions.
128.	PSA	22.7	**Minimum Fuel Stock** The Supplier shall at all times maintain a minimum stock of Allocated Coal and	The Clause may kindly be deleted.	Minimum fuel stock provision may inflate the tariff as it is a risk borne by supplier and	As per tender conditions.

Sr. No.	Doc	Clause No.	Existing Clause	Proposed change	Rationale	Comments
			Fuel from AFSA, if any, which is sufficient for full production of electricity from Contracted Capacity for supply thereof to the Utility for a continuous period of 7 (seven) days (the "**Minimum Fuel Stock**").		in case plant is not available penal provisions already exist. Thus request to incorporate omission of the clause.	
129.	PSA	22.8.2	In the event of any Fuel Shortage hereunder, the Fixed Charge payable for and in respect of any Non-Availability arising as a result thereof shall be equal to 70% (seventy per cent) of the Fixed Charge computed in accordance with the provisions of Clause 21.4.2.	The Clause may kindly be deleted.	Non-availability on account of Fuel-Shortage should not be in Supplier's scope since the fuel sourcing is through allocated coal linkage arranged by Utility.	Please refer the published amendment document for revised clause.
130.	PSA	22.9	**Additional Fuel Supply Arrangement** 22.9.1 In the event of Fuel Shortage, the Supplier shall make best efforts to identify, as soon as may be possible, additional source(s) of fuel supply and transportation to meet such Fuel Shortage (the "**Additional Fuel Supply Arrangement**" or "**AFSA**"). The Supplier shall notify the Utility of the details of the Landed Fuel Cost under the AFSA and provide such other information as the Utility may require, for demonstrating that the AFSA is based on best prices available for supply and transportation of such fuel. The Supplier shall, with the concurrence of the Utility submit the AFSA for review and	**Please modify the clause as under:** 22.9.1 In the event of Fuel Shortage, the Supplier shall make best efforts to identify, as soon as may be possible, additional source(s) of fuel supply and transportation to meet such Fuel Shortage (the "**Additional Fuel Supply Arrangement**" or "**AFSA**"). The Supplier shall notify the Utility of the details of the Landed Fuel Cost under the AFSA and provide such other information as the Utility may require, for demonstrating that the AFSA is based on competitive terms available for supply and transportation of such fuel. The Supplier shall, with the concurrence of the Utility submit the	Clarificatory Change	As per tender conditions.

Sr. No.	Doc	Clause No.	Existing Clause	Proposed change	Rationale	Comments
			approval of the Appropriate Commission.	AFSA for review and approval of the Appropriate Commission.		
131.	PSA	22.10.1	**22.10 Fuel Charge under AFSA** If the Supplier enters into an AFSA in accordance with the provisions of Clause 22.9, the Fuel Charge payable by the Utility for any electricity produced from such Fuel shall be determined on the basis of Landed Fuel Cost to be computed in accordance with this Article 22.	**Please modify the clause as under:** If the Supplier enters into an AFSA in accordance with the provisions of Clause 22.9, the Fuel Charge payable by the Utility for any electricity produced from such Fuel shall be determined on the basis of Landed Fuel Cost and Average GCV of such Fuel to be computed in accordance with this Article 22.	Clarificatory Change	As per tender conditions.
132.	PSA	22.10.2	In the event the Supplier fails to procure Fuel under an AFSA, or such AFSA is not approved in full or part by the Utility or the Commission, as the case may be, the Fixed Charge payable for and in respect of any Non-Availability as a result thereof shall be equal to 70% (seventy per cent) of the Fixed Charge computed in accordance with the provisions of Clause 21.4.2	**Please modify the clause as under:** In the event the Supplier fails to procure Fuel under an AFSA, the Fixed Charge payable for and in respect of any Non-Availability as a result thereof shall be equal to 70% (seventy per cent) of the Fixed Charge. In case, such AFSA is not approved in full or part by the Utility or the Commission, as the case may be, the Fixed Charge payable for and in respect of any Non-Availability as a result thereof shall be equal to 100% (hundred per cent) of the Fixed Charge	Since coal is allocated to the Utility, in case of shortfall in fuel, the generator should be incentivized to quickly arrange for alternate fuel to ensure power reliability. This also provides greater comfort to lenders / bidders, thereby leading to better price discovery. This has also been allowed in the previously concluded tender of MP & MH States by	As per tender conditions.

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					their respective Utilities. Hence, request you to incorporate the modification.	
133.	PSA	22.12	**Improvement in SHR** 22.12.1 In the event the statements provided under Clause 22.11 during the course of any quarter establish that the average actual SHR is better than the SHR specified in the Completion Certificate and the difference between the average actual SHR and specified SHR in Completion Certificate exceeds 1% (one per cent) of the specified SHR, the specified SHR Completion Certificate shall be reduced by one-half of such difference and the SHR so determined shall be the specified SHR of the Power Station for purposes of this Agreement, including for determination of the Fuel Charge under this Article 22. For the avoidance of doubt and by way of illustration, if the specified SHR in Completion Certificate the of the Power Station is 2,200 and the average actual SHR is 2,160, the specified SHR shall be revised and fixed at 2,180.	**Please modify the clause as under:** **Improvement in SHR** 22.12.1 In the event the statements provided under Clause 22.11 during the course of any quarter establish that the average actual SHR is better than the SHR specified in the Completion Certificate and the difference between the average actual SHR and specified SHR in Completion Certificate exceeds 1% (one per cent) of the specified SHR, the specified SHR Completion Certificate shall be reduced by one-half of such difference and the SHR so determined shall be the specified SHR of the Power Station for purposes of this Agreement, including for determination of the Fuel Charge under this Article 22. For the avoidance of doubt and by way of illustration, if the specified SHR in Completion Certificate the of the Power Station is 2,200 and the average actual SHR is 2,160, the specified SHR shall be revised and fixed at 2,180.	Clarificatory Change	As per tender conditions.

Sr. No.	Doc	Clause No.	Existing Clause	Proposed change	Rationale	Comments
134.	PSA	Article 22		Any penalty imposed by the coal company on the Supplier for (i) under lifting of coal and/or (ii) failure to meet minimum off-take guarantee, due to lower dispatch by the Utility, should be completely pass-through.	The FSA may have some minimum off take guarantee and non-lifting of minimum quantity (due to lower dispatch of power by Utility) may lead to imposition of penalty on the Supplier. Since such penalty has been imposed for reasons beyond the control of the Supplier, it should be reimbursed / pass-through by the Utility.	As per tender conditions. Any revisions to clause 22 are limited to the amendments set out in the published amendment document.
135.	PSA	24.1.3	Scheduling and supply of electricity from Open Capacity may be undertaken by the Supplier in such manner as it may determine in conformity with the Grid Code.	Please delete the clause.	Open Capacity is not relevant as whole capacity is dedicated to Bihar Discoms only.	Please refer the published amendment document for revised clause.
136.	PSA	24.2.3	Subject to the provisions of Clause 24.2.2, the Supplier may, in addition to the scheduling under Clause 24.1, supply electricity produced from the unutilised Contracted Capacity specified in Clause 18.5, and in such an event the Fixed Charge due and payable by the Utility to the Supplier for and in respect of the Contracted Capacity utilised hereunder shall be deemed to be waived and shall not be payable by the Utility. Provided, that the Parties may with mutual	**Please modify the clause as under:** Subject to the provisions of Clause 24.2.2, the Supplier may, in addition to the scheduling under Clause 24.1, supply electricity produced from the unutilised Contracted Capacity specified in Clause 18.5, and in such an event the Fixed Charge due and payable by the Utility to the Supplier for and in respect of the Contracted	Redundant statement has been deleted. Request to incorporate the deletion.	As per tender conditions.

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			agreement reduce the Fixed Charge to be waived hereunder to such extent as they may determine. Provided further that in the event the Supplier uses the Fuel procured under and in accordance with the provisions of Clause 22.4, it shall also pay the cost of Fuel and the Revenue Share specified therein.	Capacity utilised hereunder shall be deemed to be waived and shall not be payable by the Utility. Provided further that in the event the Supplier uses the Fuel procured under and in accordance with the provisions of Clause 22.4, it shall also pay the cost of Fuel and the Revenue Share specified therein.		
137.	PSA	24.4	**Ramp up of Despatch** In the event the Utility Despatches less than 2% (two per cent) of its entitlement in the Contracted Capacity at any time and requires ramping up of generation thereafter, it shall allow a period of 8 (eight) hours to the Supplier for reaching Availability equal to such entitlement in the Contracted Capacity and shall make an additional payment on account of increase in SHR computed in accordance with the provisions of Schedule-C for and in respect of different levels of generation during the course of ramping up. For the avoidance of doubt, the Parties agree that in the event the Supplier fails to reach such Availability within 8 (eight) hours, the shortfall thereof shall be deemed to be Mis-declaration under the provisions of Clause 21.5.5. The Parties further agree that the liability of the Utility hereunder shall at all times be reckoned with	**Please modify the clause as under:** **Ramp up of Despatch** In the event the Utility Despatches less than 2% (two per cent) of its entitlement in the Contracted Capacity at any time and requires ramping up of generation thereafter, it shall allow a period of 12 (twelve) hours to the Supplier for reaching Availability equal to such entitlement in the Contracted Capacity and shall make an additional payment on account of increase in SHR computed in accordance with the provisions of Schedule-C for and in respect of different levels of generation during the course of ramping up. For the avoidance of doubt, the Parties agree that in the event the Supplier fails to reach such Availability within 8 (eight) hours, the shortfall thereof shall be	Provision has been added that the power station shall be required to operate in accordance with the relevant provisions of the Grid Code since the entire capacity is contracted with a single Utility. Request to incorporate the addition. Changes in period are to align with changes done in Annex-I of Schedule B	Please refer the published amendment document for revised clause.

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			reference to its entitlement in the Contracted Capacity.	deemed to be Mis-declaration under the provisions of Clause 21.5.5. The Parties further agree that the liability of the Utility hereunder shall at all times be reckoned with reference to its entitlement in the Contracted Capacity. Provided that notwithstanding anything to the contrary contained herein above, the operation of the Power Station shall be governed in accordance with relevant provisions of the Grid Code.		
138.	PSA	27.1.1	The Supplier shall maintain books of accounts recording all its receipts (including Tariff, revenues from sale of power to the Utility, other Distribution Licensees and Buyers, and all incomes derived/collected by it from or on account of the Power Station and/or sale of electricity from the Power Station), income, expenditure, payments, assets and liabilities, in accordance with this Agreement, Good Industry Practice, Applicable Laws and Applicable Permits. The Supplier shall provide 2 (two) copies of its Balance Sheet, Cash Flow Statement and Profit and Loss Account, along with a report thereon by its Statutory Auditors, within 90 (ninety) days of the close of the Accounting Year to which they pertain and such audited accounts, save and except where	**Please modify the clause as under:** The Supplier shall maintain books of accounts recording all its receipts (including Tariff, revenues from sale of power to the Utility, other Distribution Licensees and Buyers, and all incomes derived/collected by it from or on account of the Power Station and/or sale of electricity from the Power Station), income, expenditure, payments, assets and liabilities, in accordance with this Agreement, Good Industry Practice, Applicable Laws and Applicable Permits. The Supplier shall provide 2 (two) copies of its Balance Sheet, Cash Flow Statement and Profit and Loss Account, along with a report thereon by	Payment shall be based on the provisions of the PSA and accounts of the Supplier will not form the basis of payment. Thus modification has been made to reflect the same request to incorporate the modification.	As per tender conditions.

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			expressly provided to the contrary, shall form the basis of payments by either Party under this Agreement. The Utility shall have the right to inspect the records of the Supplier during office hours and require copies of relevant extracts of books of accounts, duly certified by the Statutory Auditors, to be provided to the Utility for verification of basis of payments, and in the event of any discrepancy or error being found, the same shall be rectified and such rectified account shall form the basis of payments by either Party under this Agreement.	its Statutory Auditors, within 90 (ninety) days of the close of the Accounting Year to which they pertain .		
139.	PSA	27.2	**Appointment of auditors** 27.2.1 The Supplier shall appoint, and have during the subsistence of this Agreement as its Statutory Auditors, a firm chosen by it from the mutually agreed list of 5 (five) reputable firms of chartered accountants (the "**Panel of Chartered Accountants**"), such list to be prepared substantially in accordance with the criteria set forth in Schedule-N. All fees and	The Clause may kindly be deleted.	Under the DBFOO model, the ownership of the plant is that of the Supplier. Moreover, accounts are audited by Statutory Auditors. There is no requirement of Utility involvement in the same. Hence, request that provisions should be deleted. Similar deletion is in line with the above is required to be done in Clause 27.5.	As per tender conditions.

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			expenses of the Statutory Auditors shall be borne by the Supplier. 27.2.2 The Supplier may terminate the appointment of its Statutory Auditors after a notice of 45 (forty five) days to the Utility, subject to the replacement Statutory Auditors being appointed from the Panel of Chartered Accountants. 27.2.3 Notwithstanding anything to the contrary contained in this Agreement, the Utility shall have the right, but not the obligation, to appoint at its cost from time to time and at anytime, another firm (the "**Additional Auditors**") from the Panel of Chartered Accountants to audit and verify all those matters, expenses, costs, realisations and things which the Statutory Auditors are required to do, undertake or certify pursuant to this Agreement			
140.	PSA	28.1	**Force Majeure** As used in this Agreement, the expression "**Force Majeure**" or "**Force**	**Please modify the clause as under:** **Force Majeure**	The changes have been made to further provide clarity and increase bankability of the document,	As per tender conditions.

Sr. No.	Doc	Clause No.	Existing Clause	Proposed change	Rationale	Comments
			Majeure Event" shall, save and except as expressly provided otherwise, mean occurrence in India of any or all of Non-Political Event, Indirect Political Event and Political Event, as defined in Clauses 28.2, 28.3 and 28.4 respectively, if it affects the performance by the Party claiming the benefit of Force Majeure (the "**Affected Party**") of its obligations under this Agreement and which act or event (a) is beyond the reasonable control of the Affected Party, and (b) the Affected Party could not have prevented or overcome by exercise of due diligence and following Good Industry Practice, and (c) has Material Adverse Effect on the Affected Party.	As used in this Agreement, the expression "**Force Majeure**" or "**Force Majeure Event**" shall, save and except as expressly provided otherwise, mean occurrence in India of, including but not limited to, any or all of Non-Political Event, Indirect Political Event and Political Event, as defined in Clauses 28.2, 28.3 and 28.4 respectively, if it affects the performance by the Party claiming the benefit of Force Majeure (the "**Affected Party**") of its obligations under this Agreement and which act or event (a) is beyond the reasonable control of the Affected Party, and (b) the Affected Party could not have prevented or overcome by exercise of due diligence and following Good Industry Practice, and (c) has Material Adverse Effect on the Affected Party.	thereby reducing assumed risk premiums by bidders, which would translate to competitive tariff discovery.	
141.	PSA	28.7	**Allocation of costs arising out of Force Majeure** 28.7.1 Upon occurrence of a Force Majeure Event after the Appointed Date….. (a) ….. (b) upon occurrence of a Political Event …. …. For the avoidance of doubt, Force Majeure Costs may include interest	**Please modify the clause as under:** **Allocation of costs arising out of Force Majeure** 28.7.1 Upon occurrence of a Force Majeure Event after the Appointed Date….. (a) …..	Clarificatory Change made to align with dispute settlement mechanism in this agreement.	Please refer the published amendment document for revised clause.

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			payments on debt, O&M Expenses and all other costs directly attributable to the Force Majeure Event, but shall not include loss of Tariff, revenues from sale of electricity to other Distribution Licensees and Buyers, or debt repayment obligations, and for determining such costs, information contained in the Financial Package may be relied upon to the extent that such information is relevant.	(b) upon occurrence of a Political Event …. … For the avoidance of doubt, Force Majeure Costs may include interest payments on debt, O&M Expenses and all other costs directly attributable to the Force Majeure Event, but shall not include loss of Tariff, revenues from sale of electricity to other Distribution Licensees and Buyers, or debt repayment obligations, and for determining such costs, information contained in the Financial Package may be relied upon to the extent that such information is relevant. If there is any Dispute with respect to the determination of the costs for a Force Majeure Event payable by the Utility to the Supplier, such Disputes shall be settled through the Dispute Settlement mechanism provided in this Agreement.		
142.	PSA	29.1	**Compensation for default by the Supplier** In the event of the Supplier being in material breach or default of this Agreement, it shall, upon receipt of the demand supported by necessary particulars thereof, pay to the Utility by way of compensation, all direct costs suffered or incurred by the Utility as a consequence of such material breach or	**Compensation for default by the Supplier** In the event of the Supplier being in material breach or default of this Agreement at any time after the Appointed Date, it shall, upon receipt of the demand supported by necessary particulars thereof, pay to the Utility by way of compensation, all direct costs suffered or incurred by the Utility as a	Clarificatory change The Appointed Date is triggered only when the Supplier fulfils all its Conditions Precedent and achieves Financial Closure. Request you to	Please refer the published amendment document for revised clause.

Sr. No.	Doc	Clause No.	Existing Clause	Proposed change	Rationale	Comments
			default; provided that no compensation shall be payable under this Clause 29.1 for any material breach or default in respect of which Damages are expressly specified and payable under this Agreement or for any consequential losses incurred by the Utility. For the avoidance of doubt, the Parties agree that the compensation payable under this Article 29 shall be in addition to, and not in substitution for, or derogation of, Termination Payment, if any. The Parties further agree that the non-defaulting Party shall make all reasonable efforts to mitigate or limit the costs and damage arising as a result of breach of Agreement by the other Party.	consequence of such material breach or default; provided that no compensation shall be payable under this Clause 29.1 for any material breach or default in respect of which Damages are expressly specified and payable under this Agreement or for any consequential losses incurred by the Utility. For the avoidance of doubt, the Parties agree that the compensation payable under this Article 29 shall be in addition to, and not in substitution for, or derogation of, Termination Payment, if any. The Parties further agree that the non-defaulting Party shall make all reasonable efforts to mitigate or limit the costs and damage arising as a result of breach of Agreement by the other Party.	incorporate the modification.	
143.	PSA	31.1	**Termination for Supplier Default** Subject to Applicable Laws and save as otherwise provided in this Agreement, in the event that any of the defaults specified below shall have occurred, and the Supplier fails to cure the default within the Cure Period set forth below, or where no Cure Period is specified, then within a Cure Period of 90 (ninety) days, the Supplier shall be deemed to be in default of this Agreement (the "**Supplier Default**"), unless the default has occurred as a result of any breach of this Agreement by the Utility or due to Force	**Please modify the clause as under:** **Termination for Supplier Default** Subject to Applicable Laws and save as otherwise provided in this Agreement, in the event that any of the defaults specified below shall have occurred, and the Supplier fails to cure the default within the Cure Period set forth below, or where no Cure Period is specified, then within a Cure Period of 120 (one hundred and twenty) days, the Supplier shall be deemed to be in default of this Agreement (the "**Supplier Default**"),	Cure period is 120 days for Utility default. Hence, in order to maintain parity the Utility may kindly allow cure period of 120 day (31)(c) Since, the tender involves the construction of a new power	Please refer the published amendment document for the revision to Clause 31.1.1(e). The remainder of the clause shall be as per tender conditions.

Sr. No.	Doc	Clause No.	Existing Clause	Proposed change	Rationale	Comments
			Majeure. The defaults referred to herein shall include the following: (31) ……(c) the Supplier does not achieve the latest outstanding Project Milestone or the Scheduled Completion Date, as the case may be, due in accordance with the provisions of Schedule-E and continues to be in default for 180 (one hundred and eighty) days (e) the Supplier has failed to make any payment to the Utility within the period specified in this Agreement;	unless the default has occurred as a result of any breach of this Agreement by the Utility or due to Force Majeure. The defaults referred to herein shall include the following: (31) ….(c) the Supplier does not achieve the latest outstanding Project Milestone or the Scheduled Completion Date, as the case may be, due in accordance with the provisions of Schedule-E and continues to be in default for 18 (eighteen) months. (e)the Supplier fails to make any payment (a) of an amount exceeding Rupees 1 (one) Crore required to be made to Utility under this Agreement, within 3 (three) Months after the Due Date of an undisputed invoice/ demand raised by the Utility on the Supplier or (b) of an amount upto Rupees 1 (one) Crore required to be made to Utility under this Agreement within 6 (six) Months after the Due Date of an undisputed invoice/ demand;	station, please allow the default period to be 18 months. (31)(e) Amount of Rs. 1 Crore has been specified to provide clarity and quantification of minimum dues for which default can be triggered. Request you to incorporate the modifications.	
144.	PSA	31.1.1 (l)	the Supplier fails to achieve a monthly Availability of 70% (seventy per cent) for a period of 6 (six) consecutive months or for a cumulative period of 6 (six) months within any continuous period of 18 (eighteen) months, save and except to the extent of Non-Availability caused by	**Please modify the clause as under:** the Supplier fails to achieve a monthly Availability of 70% (seventy per cent) for a period of 6 (six) consecutive	Suggested changes are in line with our request made for the deletion of clause 22.7.	As per tender conditions.

Sr. No.	Doc	Clause No.	Existing Clause	Proposed change	Rationale	Comments
			(i) a Force Majeure Event, (ii) an act or omission of the Utility, not occurring due to any default of the Supplier or (iii) shortfall in the Minimum Fuel Stock occurring for reasons not attributable to the Supplier;	months or for a cumulative period of 6 (six) months within any continuous period of 18 (eighteen) months, save and except to the extent of Non-Availability caused by (i) a Force Majeure Event, (ii) an act or omission of the Utility, not occurring due to any default of the Supplier		
145.	PSA	31.3	31.3.1 Upon Termination on account of a Supplier Default, the Supplier shall pay to the Utility, by way of Termination Payment, an amount equal to the Fixed Charge that would have been due and payable for Normative Availability for a period of 1 (one) year as if the Power Station had operated for such 1 (one) year from the date of Termination. 31.3.2 Upon Termination on account of a Utility Default, the Utility shall pay to the Supplier, by way of Termination Payment, an amount equal to the Fixed Charge that would have been due and payable for Normative Availability for a period of 6 (six) months as if the Power Station had operated for such 6 (six) months from the date of Termination. 31.3.3 Upon Termination or expiry of the Contract Period by efflux of	**Please modify the clause as under:** 31.3.1 Upon Termination on account of a Supplier Default, the Supplier shall pay to the Utility, by way of Termination Payment, an amount equal to the Fixed Charge that would have been due and payable for Normative Availability for a period of 3 (three) years as if the Power Station had operated for such 3 (three) years from the date of Termination. 31.3.2 Upon Termination on account of a Utility Default, the Utility shall pay to the Supplier, by way of Termination Payment, an amount equal to the Fixed Charge that would have been due and payable for Normative Availability for a period of 3 (three) years as if the Power Station had operated for such 3	The current bid requires development of a new power station, requiring huge capex. Accordingly, we request to increase the quantum of penal provisions in case of default by the Utility. This will increase bankability of the document: Since the bid involves development of new power station, lenders would require assurance of sufficient coverage of recovery of their infused funds in case the PPA is terminated owing to Utility default. This will lead to reduced risk	As per tender conditions.

Sr. No.	Doc	Clause No.	Existing Clause	Proposed change	Rationale	Comments
			time, the Fuel Supply Agreement or any other arrangement for production and supply of Allocated Coal shall cease to be effective and the Supplier shall have no right whatsoever to use such Allocated Coal for the Power Station without the express permission or authorisation by the Central Government in this behalf. Provided, however, that the Parties may mutually agree to a further extension of the Contract Period on the terms specified in this Agreement.	(three) years from the date of Termination. 31.3.3 Upon Termination or expiry of the Contract Period by efflux of time, the Fuel Supply Agreement or any other arrangement for production and supply of Allocated Coal shall cease to be effective and the Supplier shall have no right whatsoever to use such Allocated Coal for the Power Station without the express permission or authorisation by the Central Government in this behalf. Provided, however, that the Parties may mutually agree to a further extension of the Contract Period on the terms specified in this Agreement. Provided that notwithstanding anything to the contrary contained herein or elsewhere in this Agreement, in case of Termination due to a Utility Event of Default, the Supplier shall be allowed to use the Allocated Coal for generation and supply of electricity to other	premiums being assumed by lenders and translate to better tariffs. It is pertinent to note that the earlier Case-1 document also provided for a termination payment of 3 years Fixed Charge in case of Utility default. (31.3.3) - The Supplier is undertaking huge investments in setting up of a new power station from which the entire capacity is dedicated to meet the Utility's requirement. In case of a termination due to a Utility default, the Supplier should have access to the Allocated Coal so as to continue to generate and sell electricity to other avenues in order to	

Sr. No.	Doc	Clause No.	Existing Clause	Proposed change	Rationale	Comments
					meet its debt service obligations. Thus, request to incorporate the modifications.	
146.	PSA	31.5.1	Upon Termination, the Supplier shall not in any manner utilise the Allocated Coal, which is required for and linked to the Contracted Capacity and shall relinquish all rights and title to such Allocated Coal, as the case may be, in favour of the Utility for use or transfer thereof in such manner as it may determine. The Supplier further agrees and undertakes that it shall not despatch or schedule any electricity produced from such Allocated Coal or save and except in accordance with the instructions of the Utility. For avoidance of doubt, the Supplier agrees and confirms that its rights and obligations under the Fuel Supply Agreement shall be read as modified to the extent of the provisions of this Clause 31.5, save and except as provided in Clause 31.3.3.	**Please modify the clause as under:** Upon Termination, the Supplier shall not in any manner utilise the Allocated Coal, which is required for and linked to the Contracted Capacity and shall relinquish all rights and title to such Allocated Coal, as the case may be, in favour of the Utility for use or transfer thereof in such manner as it may determine. The Supplier further agrees and undertakes that it shall not despatch or schedule any electricity produced from such Allocated Coal or save and except in accordance with the instructions of the Utility. For avoidance of doubt, the Supplier agrees and confirms that its rights and obligations under the Fuel Supply Agreement shall be read as modified to the extent of the provisions of this Clause 31.5, save and except as provided in Clause 31.3.3. Provided that notwithstanding anything to the contrary contained herein or elsewhere in this Agreement, in case of Termination due to a Utility Default, the	The Supplier is undertaking huge investments in setting up of a new power station from which the entire capacity is dedicated to meet the Utility's requirement. In case of a termination due to a Utility default, the Supplier should have access to the Allocated Coal so as to continue to generate and sell electricity to other avenues in order to meet its debt service obligations. Thus request you to incorporate the addition.	As per tender conditions.

Sr. No.	Doc	Clause No.	Existing Clause	Proposed change	Rationale	Comments
				Supplier shall be allowed to use the Allocated Coal for generation and supply of electricity to other buyers.		
147.	PSA	31.8	**Substitution upon Termination** 31.8.1 Notwithstanding anything to the contrary contained in Article 31, the Supplier shall, upon Termination on account of Utility Default, be entitled to offer and transfer, in whole or in part, its Contracted Capacity to any Distribution Licensee which has contracted any part of the Committed Capacity on the terms specified in this Agreement, and in the event no such Distribution Licensee agrees to accept such capacity, then any other Distribution Licensee, on the express condition that such transfer shall be subject to and in accordance with the provisions of this Clause 31.8. Provided, however, that the Supplier shall not at any time transfer its Contracted Capacity to more than 3 (three) Distribution Licensees.	The Clause may kindly be deleted.	Substitution is applicable in case there are multiple Procurers from same power station. As in this case only one PPA is there, transfer is not possible, and this clause is not relevant. Hence request to delete the clause.	As per tender conditions.
148.	PSA	32.2	Partial Divestment Notwithstanding anything to the contrary contained in this Agreement, in the event the Contracted Capacity of the Power Station is less than 70% (seventy per cent of the Installed Capacity on the date of Termination, the Divestment hereunder shall be restricted to the same proportion that the Contracted Capacity	The Clause may kindly be deleted.	This situation may not arise as there is only one procurer and full capacity is being tied up. Hence request to delete the clause.	Please refer the published amendment document for revised clause.

Sr. No.	Doc	Clause No.	Existing Clause	Proposed change	Rationale	Comments
			bears to the Installed Capacity, but shall in no case be less than the volume of Allocated Coal allocated or attributable to the Contracted Capacity or the Utility, as the case may be, save and except as provided in Clause 31.3.3.			
149.	PSA	33.2	33.2.1 The restraints set forth in Clause 33.1 shall not apply to: (a) liens arising by operation of law (or by an agreement evidencing the same) in the ordinary course of business of the Power Station; (b) mortgages/pledges/hypothecation of goods/assets other than Project Assets and their related documents of title, arising or created in the ordinary course of business of the Power Station, and as security only for indebtedness to the Senior Lenders under the Financing Agreements and/or for working capital arrangements for the Power Station; (c) assignment of rights, interest and obligations of the Supplier to or in favour of the Lenders' Representative as nominee and for the benefit of the Senior Lenders, to the extent covered by and in accordance with the Substitution Agreement as security for financing provided by Senior Lenders under the Financing Agreements; and (d) liens or encumbrances required by any Applicable Law.	**Please modify the clause as under:** 33.2.1 The restraints set forth in Clause 33.1 shall not apply to: (a) liens arising by operation of law (or by an agreement evidencing the same) in the ordinary course of business of the Power Station; (b) mortgages/pledges/hypothecation of goods/assets other than Project Assets and their related documents of title, arising or created in the ordinary course of business of the Power Station, and as security for indebtedness to the lenders of the Supplier and/or for working capital arrangements of the Supplier; (c) assignment of rights, interest and obligations of the Supplier under the Agreement to or in favour of the lenders' representative as nominee and for the benefit of the senior lenders of the Supplier as security for financing provided by senior lenders and/or for working capital arrangements of the Supplier; and (d) liens or encumbrances required by any Applicable Law.	The suggested changes would be required in case a Holding Co. (which operates several power plants) implements the project under the present PSA, in which case it would be required to allow the Supplier to create charge / assign the Agreement in favour of all of it's lenders and not only the 'Senior Lenders' (as defined in the PSA) who have financed the Project. Request to approve the modifications.	As per tender conditions.

Sr. No.	Doc	Clause No.	Existing Clause	Proposed change	Rationale	Comments
			33.2.2 The Supplier may mortgage, pledge, assign or hypothecate the Site and Project Assets to the Senior Lenders as security for their debt, save and except any allocation, linkage, entitlement, rights or title to the Allocated Coal required for the Contracted Capacity.	33.2.2 The Supplier may mortgage, pledge, assign or hypothecate the Site and Project Assets to senior lenders as security for their debt.		
150.	PSA	Article 34	Change in Law	The Change in Law provisions shall be governed in accordance with the Electricity (Timely Recovery of Costs due to Change in Law) Rules, 2021, as amended from time to time.	The MoP has notified the Electricity (Timely Recovery of Costs due to Change in Law) Rules, 2021, and hence any Change in Law shall be governed by the said Rules. Request you to allow the modification as per latest Change in Law provisions.	Please refer the published amendment document for revised clause.
151.	PSA	Article 34 (General)	-	"Revised Policy for Biomass Utilization for Power Generation through Co-firing in Pulverized Coal Fired Boilers" dated 08.10.2021 (amended time to time) which mandates cofiring of Biomass with coal in Thermal Power Plants. Supplier cannot estimate actual cost implication for co-firing Biomass while quoting the Tariff at this stage and hence the Supplier is allowed to claim the increase of cost due to such	We understand that the change in Policy is beyond control of the bidders, hence, bidder cannot envisage such cost in the Quoted Tariff. Hence, such cost should be allowed on actuals under the Change in Law.	As per tender conditions.

Sr. No.	Doc	Clause No.	Existing Clause	Proposed change	Rationale	Comments
				co-firing of Biomass on actuals under Change in Law.		
152.	PSA	36.3	36.3.1 Any Dispute which is not resolved amicably by conciliation, as provided in Clause 36.2, and is not required under Applicable Laws to be adjudicated or referred to arbitration by the Commission, shall be finally decided by reference to arbitration by an arbitral tribunal constituted in accordance with Clause 36.3.2. Such arbitration shall be held in accordance with the Rules of Arbitration of the International Centre for Alternative Dispute Resolution, New Delhi (the "**Rules**"), or such other rules as may be mutually agreed by the Parties, and shall be subject to the provisions of the Arbitration and Conciliation Act, 1996. The place of such arbitration shall be Delhi and the language of arbitration proceedings shall be English.	**Please modify the clause as under:** 36.3.1 Any Dispute which is not resolved amicably by conciliation, as provided in Clause 36.2, and is not required under Applicable Laws to be adjudicated or referred to arbitration by the Commission, shall be finally decided by reference to arbitration by an arbitral tribunal constituted in accordance with Clause 36.3.2. Such arbitration shall be held in accordance with the Rules of Arbitration of the International Centre for Alternative Dispute Resolution, New Delhi as amended from time to time (the "**Rules**"), The place of such arbitration shall be Delhi and the language of arbitration proceedings shall be English.	Clarificatory Change	Please refer the published amendment document for revised clause.
153.	PSA	37.3	**37.3 Withholding disclosure of Protected Documents** Notwithstanding the provisions of Clauses 37.1 and 37.2, but subject to Applicable Laws, the Utility shall be entitled to direct the Supplier, from time to time, to withhold the disclosure of Protected Documents (as defined herein	**Please modify the clause as under:** **37.3 Withholding disclosure of Protected Documents** **…** *Explanation:*	Clarificatory Change The term "any person" has been defined to bring greater clarity.	As per tender conditions.

Sr. No.	Doc	Clause No.	Existing Clause	Proposed change	Rationale	Comments
			below) to any person in pursuance of the aforesaid Clauses. *Explanation:* The expression Protected Documents shall mean such of the Specified Documents or documents referred to in Clauses 37.1 and 37.2, or portions thereof, the disclosure of which the Utility is entitled to withhold under the provisions of the Right to Information Act, 2005.	The expression Protected Documents shall mean such of the Specified Documents or documents referred to in Clauses 37.1 and 37.2, or portions thereof, the disclosure of which the Utility is entitled to withhold under the provisions of the Right to Information Act, 2005. The expression "any person" for the purpose of this Article shall mean the person authorized by the Utility		
154.	PSA	38.4.3 (New Proposed Clause)	-	**Late Payment Surcharge** The Parties hereto agree that in case the payment of Monthly Invoice/ Supplementary Invoice/ Provisional Monthly Invoice is delayed beyond the Payment Due Date, the provisions of the Electricity (Late Payment Surcharge and Related Matters) Rules, 2022, as amended from time to time, shall be applicable.	The provision has been added to provide for the Late Payment Surcharge Rules i.e., the Electricity (Late Payment Surcharge and Related Matters) Rules, 2022, notified by the MoP. Hence request Utility to incorporate the addition.	Please refer the published amendment document for revised clause.
155.	PSA	Article 39		"**As Delivered Price**" means the source specific price of CIL or its Subsidiaries at the loading point of the mine with all applicable taxes, levies and add-ons (surface transportation charges, sizing/crushing charges, rapid loading	In line with the changes proposed in Article 22. Request to incorporate the modification if changes mentioned	As per tender conditions.

Sr. No.	Doc	Clause No.	Existing Clause	Proposed change	Rationale	Comments
				charges, and any other applicable charges of CIL/Subsidiaries) and shall not include any compensation for Short-delivery/short lifting and penalty/interest for delayed payments by the Supplier to Fuel Supplier.	above is approved. Same definition is provided in the RFP.	
156.	PSA	Article 39	"**Construction Works**" means all works, equipment and things necessary to complete the Power Station in accordance with this Agreement and includes the Dedicated Transmission System, Sub-stations, conductors and other equipment	**Please modify the Definition as under:** "**Construction Works**" means all works, equipment and things necessary to complete the Power Station in accordance with this Agreement	Power evacuation from ex-bus of power plant is Utility's responsibility. Request you to incorporate the modifications.	Please refer the published amendment document for revised clause.
157.	PSA	Article 39 Definition	"**Change in Law**" means the occurrence of any of the following after the Bid Date: (a) the enactment of any new Indian law; (b) the repeal, modification or re-enactment of any existing Indian law; (c) the commencement of any Indian law which has not entered into effect until the Bid Date; (d) a change in the interpretation or application of any Indian law by a judgement of a court of record which has become final, conclusive and binding, as compared to such interpretation or application	**Please modify the Definition as under:** "**Change in Law**" shall have the meaning as set forth in Clause 34.1.1	Change in Law is defined in Clause 34.1.1, accordingly. Request to incorporate the modifications.	Please refer the published amendment document for revised clause.

Sr. No.	Doc	Clause No.	Existing Clause	Proposed change	Rationale	Comments
			by a court of record prior to the Bid Date; or any change in the rates of any of the Taxes that have a direct effect on the Project;			
158.	PSA	Article 39 (New Definition)		Cumulative Availability" means availability from the day of COD or first day of the Accounting Year, whichever is later, up to and including last day of the Month for which Monthly Invoice is being submitted.	The method of payment for the Fixed Charge adopted by the Utilities, in general, is based on Cumulative Availability upto each month. Tariff Regulations also provides for payment of Fixed Charge based on Cumulative Availability. Hence request to incorporate the modifications.	As per tender conditions.
159.	PSA	Article 39	"Captive Mine" means a mine owned or operated by the Supplier or an Associate and from where Fuel is extracted for use at the Power Station, and includes a mine which is owned by a third party that has entered into a long-term agreement with the Supplier for dedicated supply of Fuel for use at the Power Station for a period not less than the term of the PPA following COD or 10 (ten)49 years following COD, whichever is earlier. It	These definitions may kindly be deleted.	The terms are not used in view of the changes proposed herein, and are hence they are proposed to be deleted.	Please refer the published amendment document for revised clause.

Sr. No.	Doc	Clause No.	Existing Clause	Proposed change	Rationale	Comments
			is clarified that Captive Mine shall not include Coal Mine/Blocks "Coal Mine/Blocks" shall mean Coal Mine/Blocks allocated through auction by Governmental Instrumentality as per provisions of Applicable Laws; "Committed Capacity" shall have the meaning as set forth in Clause 18.3; "Dedicated Transmission System" shall have the meaning as set forth in Clause 11.2.1; "Dedicated Transmission System" shall have the meaning as set forth in Clause 11.2.1;			
160.	PSA	Article 39		"Debt Due": shall mean the aggregate of the following, expressed in Indian Rupees, outstanding on the relevant date: (a) the principle amount under the Financing Agreements and (b) Interest on Debt Provided that the amount payable in respect of any Debt Due expressed in foreign currency shall be computed at the Reference Exchange Rate for conversion into the relevant foreign	The said term is used in the PSA but is not defined in the SBD. Request to incorporate the modifications.	As per tender conditions.

Sr. No.	Doc	Clause No.	Existing Clause	Proposed change	Rationale	Comments
				currency as on the date of computation of Debt Due;		
161.	PSA	Article 39 (New Definition)		"**DSM Regulations**" means the CERC (Deviation Mechanism and related matters) Regulations 2024, along with its amendments or any substitute thereof;	The said term is used in the PSA but is not defined in the SBD. Request to incorporate the modifications.	Please refer the published amendment document for revised clause.
162.	PSA	Article 39 (New Definition)	-	"Late Payment Surcharge" shall have the meaning as set forth in Clause 21.15.1	Added in terms of new provision 21.5.1 relating to Late payment surcharge. Request to incorporate the modifications.	Please refer the published amendment document for revised clause.
163.	PSA	Article 39	"**Maximum Monthly Payment**" shall have the meaning as set forth in Clause 23.1.1; "**Minimum Fuel Stock**" shall have the meaning as set forth in Clause 22.7; "**Minimum Monthly Payment**" shall have the meaning as set forth in Clause 23.1.3; "**O&M Inspection Report**" shall have the meaning as set forth in Clause 16.2;	These definitions may kindly be deleted.	The terms are not used in view of the changes proposed herein, and are hence they are proposed to be deleted.	As per tender provisions.
164.	PSA	Article 39	"**Power Station**" means the generating station as described in Schedules A and B or a Unit thereof, and shall include the Dedicated Transmission System, Project Assets, Project Facilities, Coal	**Please modify the Definition as under:** "**Power Station**" or "**New Power Station**" or "**Project**" means the generating station to be developed with Installed Capacity of 2400 MW	Approval has been sought for a site-specific Bid requiring the Bidders to develop 2400 MW	Please refer the published amendment document for revised clause.

Sr. No.	Doc	Clause No.	Existing Clause	Proposed change	Rationale	Comments
			Mine/Blocks, Captive Mines and the allocation of Allocated Coal which is linked to or attached with the Project; "**Project**" means the construction, operation and maintenance of the Power Station in accordance with the provisions of this Agreement, and includes all works, services and equipment relating to or in respect of the Scope of the Project;	(3 x 800 MW) based on Super or Ultra Supercritical Technology on the land provided to the Supplier at Village Pirpainti, Dist. Bhagalpur, Bihar as described in Schedules A and B or a Unit thereof, , Project Assets including land, Project Facilities, and the allocation of Allocated Coal which is linked to or attached with the Project	project at existing land available at proposed site in the Bihar state. Accordingly, definition of "Power Station" has been suitably modified request you to incorporate the proposed modifications.	
165.	PSA	Article 39 (New Definition)	-	"Provisional Monthly Invoice" means the invoice raised in accordance with provisions of Clause 21.12	New clause 21.12 has been added and accordingly this definition has been added request you to incorporate the proposed modifications.	As per tender conditions.
166.	PSA	Article 39	"**Taxes**" means any Indian taxes including excise duties, customs duties, value added tax, sales tax, local taxes, cess and any impost or surcharge of like nature (whether Central, State or local) on the goods, materials, equipment and services incorporated in and forming part of the Power Station charged, levied or imposed by any Government Instrumentality, but excluding any interest, penalties and other sums in relation thereto imposed on any account whatsoever. For the avoidance of doubt,	**Please modify the Definition as under:** "**Taxes**" means any Indian taxes including excise duties, customs duties, value added tax, sales tax, local taxes, Goods and Services Tax (GST) cess and any impost or surcharge of like nature (whether Central, State or local) on the goods, materials, equipment and services incorporated in and forming part of the Power Station charged, levied or imposed by any Government	Clarificatory Change	Please refer the published amendment document for revised clause.

Sr. No.	Doc	Clause No.	Existing Clause	Proposed change	Rationale	Comments
			Taxes shall not include taxes on corporate income;	Instrumentality, but excluding any interest, penalties and other sums in relation thereto imposed on any account whatsoever. For the avoidance of doubt, Taxes shall not include taxes on corporate income;		
167.	PSA	Annex-I of Schedule B	**4 Ramp Rates** All Units of the Power Station shall be capable of increasing or decreasing their output (generation level) by not less than 3% (three per cent) per minute. Such capability shall at all times be demonstrated during the Unit load of 50% (fifty per cent) or more. Each Unit of the Power Station shall have the capacity to ramp up from a cold start and reach full capacity within a period of 8 (eight) hours from the time of each start.	**Please modify the Clasue as under:** The ramp rates of all Units of the Power Station shall be in compliance with the relevant provisions of the Central Electricity Authority (Flexible Operation of Coal based Thermal Power Generating Units) Regulations, 2023 1. Each Unit of the Power Station shall have the capacity to ramp up from a cold start and reach full capacity within a period of 12 (twelve) hours from the time of each start.	Amended to comply with the provisions of Central Electricity Authority (Flexible Operation of Coal based Thermal Power Generating Units) Regulations, 2023 This is in line with SCED/SCUC draft by NLDC. This has also been allowed in the previously concluded tender of UP & MH States by their respective Utilities. Request you to incorporate the modifications.	Please refer the published amendment document for revised clause.
168.	PSA	Annex – I of Schedule-C	**1 Specifications and Standards** Subject to the provisions of Paragraph 2 of this Annex-I, the Power Station shall conform with the provisions of Central Electricity Authority Technical Standards for construction of Electrical Plants and Electrical Lines) Regulations	**Please modify the Clasue as under:** **1 Specifications and Standards** Subject to the provisions of Paragraph 2 of this Annex-I, the Power Station shall conform with the provisions of Central	Amended to comply with the provisions of Central Electricity Authority (Flexible Operation of Coal based Thermal Power Generating Units)	Please refer the published amendment document for revised clause.

Sr. No.	Doc	Clause No.	Existing Clause	Proposed change	Rationale	Comments
			2010 which shall be deemed to be the Specifications and Standards (An authenticated copy of the same has been provided to the Supplier as part of the Bid documents.)	Electricity Authority Technical Standards for construction of Electrical Plants and Electrical Lines) Regulations 2010 as amended from time to time and the Central Electricity Authority (Flexible Operation of Coal Based Thermal Power Generating Units) Regulations, 2023 as amended from time to time, which shall be deemed to be the Specifications and Standards	Regulations, 2023. This has also been allowed in the previously concluded tender of MP, UP & MH States by their respective Utilities. Request to incorporate the proposed modification.	
169.	PSA	Schedule-C (Annex-III)	**1 Increase in Station Heat Rate** Subject to the provisions of Paragraph 2 of this Annex-III, in the event the Utility Dispatches the Power Station at a level lower than 85% (eighty five per cent) of its entitlement in the Contracted Capacity, the SHR shall be deemed to be increased as specified below.	**Please modify the Clasue as under:** **1 Increase in Station Heat Rate** Subject to the provisions of Paragraph 2 of this Annex-III, in the event the Utility Dispatches the Power Station at a level lower than 85% (eighty five per cent) of its entitlement in the Contracted Capacity, the SHR shall be deemed to be increased on a 15 (fifteen) minute time block basis as specified below.	It is pertinent to note that calculation of Dispatch of Power is provided in 15 min time block basis. Accordingly, computation of compensation for increased SHR due to lower dispatch, should also be made on a 15-minute time block basis. This has also been allowed in the recently concluded tender of MP, UP & MH by their respective Utilities Hence, request to incorporate proposed modification.	As per tender conditions.

Sr. No.	Doc	Clause No.	Existing Clause	Proposed change	Rationale	Comments
170.	PSA	Schedule-C (Annex-III)	**2** Notwithstanding anything to the contrary contained in this Annex-III, the benefit of an increase in SHR shall at all times be subject to an actual reduction in generation of electricity and in the event any reduction in Dispatch by the Utility is off-set by Dispatch to any other buyer, the benefit of an increase in SHR shall be computed only in respect of the remaining shortfall, if any.	**Please modify the Clasue as under:** **3** Notwithstanding anything to the contrary contained in this Annex-III, the benefit of an increase in SHR shall at all times be subject to an actual reduction in generation of electricity and in the event any reduction in Dispatch by the Utility is off-set by Dispatch to any other buyer and deemed Dispatch equivalent to deemed availability due to non-availability arising due to deficiency in transmission system, the benefit of an increase in SHR shall be computed only in respect of the remaining shortfall, if any. For the avoidance of doubt, it is clarified that any adjustment in SHR as per above shall be applied on a 15 minute time block basis. Part load compensation for degradation in all factors including SHR on account of scheduling less than normative level shall be payable as per prevailing Grid Code or Tariff Regulations as amended from time to time.	It is pertinent to note that calculation of Dispatch of Power is provided in 15 min time block basis. Accordingly, computation of compensation for increased SHR due to lower dispatch, should also be made on a 15-minute time block basis. Hence, request to incorporate proposed modification. It is pertinent to note that the above suggested change was also incorporated some concluded tender for procurement of Long term power such as - M.P. Power Management Co. Ltd. under its bid invited in 2019/20 for development of a greenfield project within the state of MP and supplying the capacity to the State,	As per tender conditions.

Sr. No.	Doc	Clause No.	Existing Clause	Proposed change	Rationale	Comments
					and the proposed change was also approved by the Hon'ble Madhya Pradesh Electricity Regulatory Commission.	
171.	PSA	Schedule –D	The Performance Security shall cease to be in force and effect when the Supplier shall have provided another Performance Security in substitution of this Performance Security and such substitution shall be repeated until the Vesting Certificate has been issued, and provided the Supplier is not in breach of this Agreement. Upon request made by the Supplier for release of the Performance Security along with the particulars required hereunder, duly certified by a statutory auditor of the Supplier, the Utility shall release the Performance Security forthwith. 1.	**Please modify the Clasue as under:** The Performance Security shall cease to be in force and effect when the Supplier shall have provided another Performance Security in substitution of this Performance Security and such substitution shall be repeated until the Performance Security has been released in accordance with the Clause 9.3 of PSA-DBFOO , and provided the Supplier is not in breach of this Agreement. Upon request made by the Supplier for release of the Performance Security along with the particulars required hereunder, duly certified by a statutory auditor of the Supplier, the Utility shall release the Performance Security forthwith. 1.	Clarificatory Change	As per tender conditions.
172.	PSA	Schedule –D (Performance Security)	-	Normally, Banks are insisting for inclusion of their Standard Notwithstanding clause in the Bank Guarantee format as a summary statement. Such NWC clauses may be a repetition only and does not have any		As per tender conditions.

Sr. No.	Doc	Clause No.	Existing Clause	Proposed change	Rationale	Comments
				effect on the encash ability of the Bank Guarantee. Thus request to allow such modification in the Bank Guarantee format to incorporate the addition.		
173.	PSA	Schedule –E	**1 Project Completion Schedule** During Construction Period, the Supplier shall comply with the requirements set forth in this Schedule-E for each of the Project Milestones and the Scheduled Completion Date (the "**Project Completion Schedule**"). Within 15 (fifteen) days of the date of each Project Milestone, the Supplier shall notify the Utility of such compliance alongwith necessary particulars thereof. **2 Project Milestone-I** 2.1 Project Milestone-I shall occur on the date falling on the [_____(__)] day from the Appointed Date (the "**Project Milestone-I**"). 2.2 Prior to the occurrence of Project Milestone-I, the Supplier shall have commenced construction of the Power Station and expended not less than 10% (ten per cent) of the Total Project Cost.	**Please modify the Clasue as under:** **1 Project Completion Schedule** During Construction Period, the Supplier shall comply with the requirements set forth in this Schedule-E for each of the Project Milestones and the Scheduled Completion Date (the "**Project Completion Schedule**"). Within 15 (fifteen) days of the date of each Project Milestone, the Supplier shall notify the Utility of such compliance alongwith necessary particulars thereof. **2 Project Milestone-I** (Synchronisation of Unit#1) 2.1 Project Milestone-I shall occur on the date falling on the completion of 45 (forty five) months from the Appointed Date (the "**Project Milestone-I**").	Please find the Updated Project Completion Schedule in line with Project timeline as per RFQ clause 1.1.1. Please find the Updated Project Completion Schedule in line with the same. The Clause 2.2 & 3.2 are deleted as Physical milestone will give better insights on progress and completion of the project. Whereas, financial milestones are more relevant for project cost estimation and fund allocation.	As per tender conditions.

Sr. No.	Doc	Clause No.	Existing Clause	Proposed change	Rationale	Comments
			3 Project Milestone-II 3.1 Project Milestone-II shall occur on the date falling on the [_____(__)] day from the Appointed Date (the "**Project Milestone-II**"). 3.2 Prior to the occurrence of Project Milestone-II, the Supplier shall have expended not less than 40% (forty per cent) of the Total Project Cost. **4 Scheduled Completion Date** The Scheduled Completion Date for completion of the Contracted Capacity of the Power Station shall be the [_____(__)] day from the Appointed Date. **5 Extension of period** Upon extension of any or all of the Project Milestones or the Scheduled Completion Date, as the case may be, in accordance with the provisions of this Agreement, the Project Completion Schedule shall be deemed to have been amended accordingly.	**3 Project Milestone-II** (COD of Unit#1) 3.1 Project Milestone-II shall occur on the date falling on the completion of 48 (forty eight) months from the Appointed Date (the "**Project Milestone-II**"). **4 Project Milestone-III** (Synchronisation of Unit#2) 4.1 Project Milestone-III shall occur on the date falling on the completion of 51 (fifty one) months from the Appointed Date (the "Project Milestone-III"). **5 Project Milestone-IV** (COD of Unit#2) 5.1 Project Milestone-IV shall occur on the date falling on the completion of 54 (fifty four) months from the Appointed Date (the "Project Milestone-IV") **6 Project Milestone-V** (Synchronisation of Unit#3) 6.1 Project Milestone-V shall occur on the date falling on the completion of 57 (fifty seven) months from the Appointed Date (the "Project Milestone-V")		

Sr. No.	Doc	Clause No.	Existing Clause	Proposed change	Rationale	Comments
				7 Scheduled Completion Date The Scheduled Completion Date for completion of the Contracted Capacity of the Power Station shall be 60 (Sixty) months from the Appointed Date. **8 Extension of period** 8.1 Upon extension of any or all of the Project Milestones or the Scheduled Completion Date, as the case may be, in accordance with the provisions of this Agreement, the Project Completion Schedule shall be deemed to have been amended accordingly.		
174.	PSA	Schedule-H	1.2 The Supplier shall repair or rectify any defect or deficiency set forth in Paragraph 2 of this Schedule-H within the time limit specified therein and any failure in this behalf shall constitute a breach of the Agreement. Upon occurrence of any breach hereunder, the Utility shall be entitled to recover Damages as set forth in Clause 15.9 of the Agreement, without prejudice to the rights of the Utility under the Agreement, including Termination thereof.	**Please modify the Clasue as under:** 1.2 The Supplier shall repair or rectify any defect or deficiency set forth in Paragraph 2 of this Schedule-H within the time limit specified therein and any failure in this behalf shall constitute a breach of the Agreement. Upon occurrence of any breach hereunder, the Utility shall take action as deemed necessary, without prejudice to the rights of the Utility under the Agreement including Termination thereof	Maintenance is Supplier's Responsibility. The Utility is concerned with Cumulative Availability. The Supplier is levied penalty for any shortfall in Availability. Therefore, no requirement to prescribe Damages is proposed in this Schedule request to incorporate the same.	As per tender conditions.

Sr. No.	Doc	Clause No.	Existing Clause	Proposed change	Rationale	Comments
175.	PSA	Schedule-I (Annex-I)	**3 Role and functions of the Utilities' Engineer** The role and functions of the Utilities' Engineer shall include the following: (i) review of the Documents as set forth in Paragraph 4; (ii) review, inspection and monitoring of Construction Works as set forth in Paragraph 4; (iii) observe Tests as set forth in Paragraph 4; (iv) review, inspection and monitoring of O&M as set forth in Paragraph 5; (v) review, inspection and monitoring of Divestment Requirements as set forth in Paragraph 6; …	**Please modify the Clasue as under:** **3 Role and functions of the Utilities' Engineer** The role and functions of the Utilities' Engineer shall include the following: (i) review of the Documents as set forth in Paragraph 4; (ii) review, inspection and monitoring of Construction Works as set forth in Paragraph 4; (iii) observe Tests as set forth in Paragraph 4; (iv) Omitted (v) Omitted ….	Utility's Engineer's scope is proposed to be till COD only, O&M and Divestment shall be happen post COD. Thus request to incorporate this change if the above mentioned change is approved.	As per tender conditions.
176.	PSA	Schedule - N	**2 Invitation for empanelment** The Utility shall invite offers from all reputable firms of Chartered Accountants who have conducted statutory audit of the annual accounts of at least one hundred companies registered under the Companies Act, 1956/2013, including any re- enactment or amendment thereof, of which at least ten should have been public sector	**Please modify the Clasue as under:** **2 Invitation for empanelment** The Utility shall invite offers from all reputable firms of Chartered Accountants who have conducted statutory audit of the annual accounts during last 5 years of at least twenty companies registered under the Companies Act, 1956/2013, including	Modifications has been proposed to increase bid participation which will result in better price discovery. Thus, request to incorporate the modification.	Please refer the published amendment document for revised clause.

Sr. No.	Doc	Clause No.	Existing Clause	Proposed change	Rationale	Comments
			undertakings; and neither the firm nor any of its partners should have been disqualified or black-listed by the Comptroller and Auditor General of India or the Utility.	any re- enactment or amendment thereof, of which at least three should have been public sector undertakings; and neither the firm nor any of its partners should have been disqualified or black-listed by the Comptroller and Auditor General of India or the Utility.		
177.	PSA	Schedule-P	The transfer of Contract hereunder to a Nominated Company may, notwithstanding anything to the contrary in this Agreement and the Power Supply Agreement, be undertaken by transfer of no less than 75% (seventy five per cent) of the equity of the Supplier to the Nominated Company, and upon such transfer hereunder, the Nominated Company shall be deemed to be the Supplier under and in accordance with the provisions of this Agreement and the Power Supply Agreement.	**Please modify the Clasue as under:** The transfer of Contract hereunder to a Nominated Company may, notwithstanding anything to the contrary in this Agreement and the Power Supply Agreement, be undertaken by transfer of no less than 51% (fifety one per cent) of the equity of the Supplier to the Nominated Company, and upon such transfer hereunder, the Nominated Company shall be deemed to be the Supplier under and in accordance with the provisions of this Agreement and the Power Supply Agreement.	The Substitution Agreement is executed with Lenders during Financial Closure. The % equity transfer provisions are finalised between lender and developer as part of financial closure and are not known during the bid time. However, based on previous financing experience, it is known that usually around 51% of the equity shares are pledged with the lenders for financing. Thus, the current provision of 'no less than 75%' will lead to problems in execution of the substitution agreement and potentially delay the	Please refer the published amendment document for revised clause.

Sr. No.	Doc	Clause No.	Existing Clause	Proposed change	Rationale	Comments
					financial closure process. Hence, for abundant caution and in line with extant market practices, provision of at least 51% equity transfer is suggested. In previous concluded Bids, such modifications have been allowed. Thus request to incorporate the proposed modification.	
178.	RFP	1.2.5	A Bidder is required to deposit, along with its Bid, a bid security of Rs 112.50 Crores (Rupees One Hundred Twelve Crore Fifty Lakh Only) (the "Bid Security"), refundable not later than 60 (Sixty) days from the Bid Due Date, except in the case….	A Bidder is required to deposit, along with its Bid, a bid security of Rs 45 Crores (Rupees Forty Five Crores Only) (the "Bid Security"), refundable not later than 60 (Sixty) days from the Bid Due Date, except in the case….	Lower Bid Security would attract more participants.	Please refer the published amendment document for revised clause.
179.	RFP	Appendix -1	Letter Comprising Bid 12 …….we/ any Member of the Consortium or any of our/ their Associates have not been charge-sheeted by any agency of the Government or convicted by a Court of Law. 13 I/ We further certify that no investigation by a regulatory authority is pending either against us	We proposed to modify the clauses as under: 12 …….we/ any Member of the Consortium or any of our/ their Associates have not been ~~charge-sheeted by any agency of the Government~~ or convicted by a Court of Law. 13 <Omitted> ~~I/ We further certify that no investigation by a regulatory~~	We believe that a mere charge-sheet or investigation against any member or bidder should not be grounds for disqualification, as they have not been proven guilty of any wrongdoing under any law.	As per tender conditions.

Sr. No.	Doc	Clause No.	Existing Clause	Proposed change	Rationale	Comments
			or against our Associates or against our CEO or any of our directors/ managers/ employee	~~authority is pending either against us or against our Associates or against our CEO or any of our directors/ managers/ employee~~		
180.	RFP	Details of Allocated Coal Linkage	Appendix VI Details of Allocated Coal Linkage	It is requested to provide the mine-wise landed coal cost and railway siding for each of the mine sources.		Location of mine and railway siding details will be given once mine details are confirmed.
181.	PSA	4.1	4.1.3 The Conditions Precedent required to be satisfied by the Supplier within a period of 180 (one hundred and eighty) days……	4.1.3 The Conditions Precedent required to be satisfied by the Supplier within a period of 24 (twenty four months)		Please refer the published amendment document for revised clause.
182.	PSA	4.3	**Damages for delay by the Supplier** **….**	Kindly confirm that in case penal provision with respect to delay by supplier is triggered under this clause 4.3, but later on the Supplier meets the SCOD date, then the penalty levied under this clause 4.3 will be deemed to be waived and as such the amount paid will be returned to the Supplier.		As per tender conditions.
183.	PSA	9.1.1	Performance Security Performance Security Amount is Rs. 450 Crore	Performance Security Amount is Rs. 180 Crore	to promote wider participation.	As per tender conditions.
184.	PSA	11.2.2	In the event that the Supplier fails to achieve any Project Milestone within a period of 90 (ninety) days from the date set forth for such Project Milestone in Schedule-E, unless such failure has	Kindly modify the provision as under: In the event that the Supplier fails to achieve any ~~Project Milestone~~COD	i. Since the bid would require development of a new power station, it is	Please refer the published amendment document for revised clause.

Sr. No.	Doc	Clause No.	Existing Clause	Proposed change	Rationale	Comments
			occurred due to Force Majeure or for reasons attributable to the Utility, it shall pay Damages to the Utility in a sum calculated at the rate of 0.2% (zero point two per cent) of the amount of Performance Security for delay of each day until such Project Milestone is achieved; provided that if any or all Project Milestones or the Scheduled Completion Date are extended in accordance with the provisions of this Agreement, the dates set forth in Schedule-E shall be deemed to be modified accordingly; provided further that in the event COD is achieved on or before the Scheduled Completion Date, the Damages paid under this Clause 11.2.2 shall be refunded by the Utility to the Supplier, but without any interest thereon; provided also that in the event the Supplier agrees and undertakes to supply from an alternate source, the whole or part of the entitlement of the Utility from electricity that would have been produced from Contracted Capacity during the period between the Scheduled Completion Date and COD, and on the terms specified in this Agreement, the Damages payable under this Clause 11.2.2 shall be reduced in the same proportion that such supply shall bear to the entitlement of the Utility in supply from Contracted Capacity. For the avoidance of doubt, the Parties agree that in the event the Power Station is not	within a period of **180 (One Hundred and Eighty)** ~~90 (ninety) days~~ from ~~the date set forth for such Project Milestone in Schedule E,~~ **Scheduled Completion Date** unless such failure has occurred due to Force Majeure or for reasons attributable to the Utility, it shall pay Damages to the Utility in a sum calculated at the rate of 0.~~2~~1% (zero point ~~two~~ **one** per cent) of the amount of Performance Security for delay of each day ~~until such Project Milestone is achieved; provided that if any or all Project Milestones or~~ **for the period beyond 180 (One Hundred and Eighty) days from** the Scheduled Completion Date ~~are extended in accordance with the provisions of this Agreement, the dates set forth in Schedule E shall be deemed to be modified accordingly; provided further that in the event COD is achieved on or before the Scheduled Completion Date, the Damages paid under this Clause 11.2.2 shall be refunded by the Utility to the Supplier, but without any interest thereon; provided also that~~ **provided that** in the event the Supplier agrees and undertakes to supply from an alternate source **for the period beyond 180 (One Hundred and Eighty) days**, the whole or part of the entitlement of the Utility from electricity that would have been produced from Contracted Capacity during the period between the	requested to increase the buffer time period from 90 days to 180 days. It is also requested to decrease the penalty from 0.2% to 0.1% since this would lead to reduction in burden on the Supplier while higher rate will need to be factored in into the tariff, leading to higher price discover. ii. Since, the tender involves the construction of a new power station, please allow the power station to supply from an alternate source for a duration of 24 months. This will ensure that the utility gets	

Sr. No.	Doc	Clause No.	Existing Clause	Proposed change	Rationale	Comments
			completed and COD does not occur within 180 (one hundred and eighty) days from the Scheduled Completion Date, unless the delay is on account of reasons attributable to the Utility or due to Force Majeure, the Utility shall be entitled to terminate this Agreement.	Scheduled Completion Date and COD, and on the terms specified in this, the Damages payable under this Clause 11.2.2 shall be reduced in the same proportion that such supply shall bear to the ~~entitlement of~~ **Contracted Capacity. Provided that in case** the Utility ~~in~~ **refuses to accept power** supply from **alternate source, the Damages as provided herein shall not be applicable for the period of such refusal.** ~~Contracted Capacity~~. For the avoidance of doubt, the Parties agree that in the event the Power Station ~~is not completed and~~ **fails to achieve** ~~COD does not occur~~ within ~~180 (one hundred and eighty)~~ ~~days~~ **24 (Twenty Four) months** from the Scheduled Completion Date, unless the delay is on account of reasons attributable to the Utility or due to Force Majeure, the Utility shall be entitled to terminate this Agreement.	power to meet its requirements.	
185.	PSA	Article 12	Monitoring of Construction …….	It is requested to omit this clause	Penal provisions in case of delay in achievement of COD already exist.	As per tender conditions.
186.	PSA	14.1.1	The Power Station or any Unit thereof, as the case may be, shall be deemed to be complete when the Completion Certificate or the Provisional Certificate, as the case may be, is issued under the provisions of Article 13. The commercial operation date of the Power Station or any Unit, as the case may be,	The Power Station or any Unit thereof, as the case may be, shall be deemed to be complete when the Completion Certificate or the Provisional Certificate, as the case may be, is issued under the provisions of Article 13. The commercial operation date of the Power Station or any Unit, as the case may be,	In case COD is delayed due to reasons attributable to the Utility, full fixed charges should be payable to the Supplier since the	As per tender conditions.

Sr. No.	Doc	Clause No.	Existing Clause	Proposed change	Rationale	Comments
			shall be the date on which the Power Station or such Unit is deemed fit for generating electricity and supplying it to the Grid upon issuance of such Completion Certificate or the Provisional Certificate (the "COD"). The Power Station or any Unit thereof shall enter into commercial service on COD whereupon the Supplier shall be entitled to demand and collect the Tariff in accordance with the provisions of Article 21. For the avoidance of doubt, the Parties expressly agree that if the Power Station is substantially completed but COD is delayed for reasons attributable to the Utility, 15% (fifteen per cent) of the Fixed Charge shall be due and payable hereunder as if COD has occurred for the Power Station or any Unit thereof, as the case may be, in addition to the extension of Concession Period under and in accordance with the provisions of this Agreement. The Parties further agree that for determination of Tariff under Article 21, COD of the first Unit shall be deemed to be the COD of the Power Station.	shall be the date on which the Power Station or such Unit is deemed fit for generating electricity and supplying it to the Grid upon issuance of such Completion Certificate or the Provisional Certificate (the "COD"). The Power Station or any Unit thereof shall enter into commercial service on COD whereupon the Supplier shall be entitled to demand and collect the Tariff in accordance with the provisions of Article 21. For the avoidance of doubt, the Parties expressly agree that if the Power Station is substantially completed but COD is delayed for reasons attributable to the Utility, 100% (hundred per cent) of the Fixed Charge shall be due and payable hereunder as if COD has occurred for the Power Station or any Unit thereof, as the case may be, in addition to the extension of Concession Period under and in accordance with the provisions of this Agreement. The Parties further agree that for determination of Tariff under Article 21, COD of the first Unit shall be deemed to be the COD of the Power Station.	delay has not been caused on its account. It would affect the Project financing because the 15% Fixed charges would be insufficient for debt servicing. Therefore, it is requested to make necessary modifications so that 100% fixed charge is payable in case delay is on account of Utility.	
187.	PSA	14.1.2	In the event COD is achieved prior to the Scheduled Completion Date, the Fixed Charge due and payable to the Supplier for the period prior to the Scheduled Completion Date shall be 70% (seventy per cent) of the Base Fixed Charge specified in Clause 21.2.1. Provided,	In the event COD is achieved prior to the Scheduled Completion Date, the Fixed Charge due and payable to the Supplier for the period prior to the Scheduled Completion Date shall be 100% (hundred per cent) of the Base Fixed Charge specified in Clause 21.2.1.	If the Power station gets commissioned before the scheduled completion date, then there seems no reason for the payment of	As per tender conditions.

Sr. No.	Doc	Clause No.	Existing Clause	Proposed change	Rationale	Comments
			however, that no payment on account of Fixed Charge hereunder shall be due or payable for any period prior to 365 (three hundred and sixty five) days from the Scheduled Completion Date.	Provided, however, that no payment on account of Fixed Charge hereunder shall be due or payable for any period prior to 365 (three hundred and sixty five) days from the Scheduled Completion Date.	only 70% fixed charges. Hence, please allow payment of 100% fixed charges since the same would affect the debt servicing obligations of the Supplier.	
188.	PSA	15.2 & 15.3	Clause 15.2 & 15.3 15.2 Maintenance Requirements … 15.3 Maintenance Manual …	Clause 15.2 and 15.3 may be omitted.	In view of no involvement of the Utility pertaining to these provisions.	As per tender conditions.
189.	PSA	15.11	Modifications to the Power Station The Supplier shall not carry out any material modifications to the Power Station save and except where such modifications are necessary for the Power Station to operate in conformity with the Specifications and Standards, Maintenance Requirements and Applicable Laws; provided that the Supplier shall notify the Utility/ Utilities' Engineer of the proposed modifications along with particulars thereof at least 15 (fifteen) days before commencing work on such	Requested that Clause 15.11 be deleted.	When plant is owned by the Supplier, it should not be required to seek the permission of Utility for modifications to the plant.	As per tender conditions.

Sr. No.	Doc	Clause No.	Existing Clause	Proposed change	Rationale	Comments
			modifications and shall reasonably consider any suggestions that the Utility/ Utilities' Engineer may make within 15 (fifteen) days of receiving the Supplier's proposal.			
190.	PSA	18.6	**Substitute Supply** In the event the Availability of the Power Station is reduced on account of Scheduled Maintenance, Unscheduled Maintenance or Force Majeure, the Supplier may, with prior consent of the Utility, which consent the Utility may deny in its sole discretion or convey acceptance with such conditions as it may deem fit, supply electricity from any alternative source, if any, and such supply shall, for payment of Fixed Charge and Fuel Charge, be deemed to be supply under and in accordance with the provisions of this Agreement.	We understand that in case the Utility refuses supply from alternative source if offered by the Supplier, it shall still make full Fixed Charge payments to the Supplier. Kindly confirm.		As per tender conditions.
191.	PSA	20.1	**Financial Close**	The period should be revised to 24 months to align with Clause 4.1.		Please refer the published amendment document for revised clause.
192.	PSA	21.2.4	The Initial Fixed Charge shall be deemed to be the Base Fixed Charge for the Accounting Year in which COD occurs, and for each subsequent Accounting Year, the applicable Base Fixed Charge shall be determined by decreasing the Base Fixed Charge for the immediately preceding Accounting Year by 2% (two per cent) thereof. For the avoidance of	It is to further clarify that the 2% decrease specified herein in this clause shall be reduced from the subsequent year from when the COD of the power station occurs which shall include all the units of the Newly constructed Power Station.	Please include this in the said clause to avoid ambiguities during billing and operations period.	As per tender conditions.

Sr. No.	Doc	Clause No.	Existing Clause	Proposed change	Rationale	Comments
			doubt and by way of illustration, the Base Fixed Charge for the first Accounting Year in which COD occurs shall be the Initial Fixed Charge, and for the second and third Accounting Years subsequent to the Accounting Year in which COD occurs, shall be a sum equal to 98% (ninety eight per cent) and 96.04% (ninety six point zero four per cent) respectively of the Initial Fixed Charge.			
193.	PSA	21.4.3	In the event that any shortfall in supply of electricity to the Utility occurs on account of deficiency in transmission beyond the Point of Grid Connection, Availability shall be deemed to be reduced in accordance with the provisions of Clause 21.5.3 and the Non-Availability arising as a consequence thereof shall, for the purposes of payment of Fixed Charge, be deemed to be Availability to the extent of 50% (fifty per cent) of the Non-Availability hereunder. Provided, however, that the Supplier may, in its sole discretion, Despatch the Power Station to the extent of full or part Non-Availability hereunder for supply to other Distribution Licensees or Buyers, as the case may be, and to the extent of such Despatch, the Utility shall not be liable to payment of any Fixed Charge due and payable in accordance with the provisions of this Clause 21.4.3. Provided further that the provisions of	In the event that any shortfall in supply of electricity to the Utility occurs on account of deficiency in transmission beyond the Point of Grid Connection, Availability shall be deemed to be reduced in accordance with the provisions of Clause 21.5.3 and the Non-Availability arising as a consequence thereof shall, for the purposes of payment of Fixed Charge, be deemed to be Availability to the extent of ~~50%~~ **100%** (~~fifty~~ one hundred per cent) of the Non-Availability hereunder. Provided, however that the Supplier may, in its sole discretion, Despatch the Power Station to the extent of full or part Non-Availability hereunder for supply to other Distribution Licensees or Buyers, as the case may be, and to the extent of such Despatch, the Utility shall not be liable to payment of any Fixed Charge due and payable in accordance with the provisions of this Clause 21.4.3.	Since the transmission of power beyond point of Grid Connection is beyond the scope of Supplier, 50% reduction of fixed charge for non-availability is not justified. Thus Supplier should get 100% of Fixed Charge if shortfall arises out of non-availability on account of deficiency in transmission system.	As per tender conditions.

Sr. No.	Doc	Clause No.	Existing Clause	Proposed change	Rationale	Comments
			this Agreement for and in respect of Tariff and Revenue Share shall apply to such supply. For the avoidance of doubt, the Parties expressly agree that if such deficiency in transmission is caused by an action or omission attributable to the Supplier, it shall not be reckoned for the purposes of computing Availability hereunder.	Provided further that the provisions of this Agreement for and in respect of Tariff and Revenue Share shall apply to such supply. For the avoidance of doubt, the Parties expressly agree that if such deficiency in transmission is caused by an action or omission attributable to the Supplier, it shall not be reckoned for the purposes of computing Availability hereunder.		
194.	PSA	21.4.5	Pursuant to the provisions of Clause 21.4.4, the Supplier shall not, for and in respect of any day, be entitled to receive payment of Fixed Charge for Availability exceeding 90% (Ninety per cent) thereof and in the event it supplies electricity to the Utility excess of such 90% (Ninety per cent), such excess supply shall be eligible only for payment of Fuel Charge, save and except the payment of Incentive due under the provisions of Clause 21.4.4.	It is requested to kindly modify the clause such that the Incentive payment shall be made only on the basis of Cumulative Availability over 90%.		Please refer the published amendment document for revised clause.
195.	PSA	Article 22	Fuel Charge	To encourage participation, the Fuel Charge provision needs to be appropriately modified to provide for complete Energy Charge pass-through. Suitable clarification is requested as to how the pass-through of Energy Charge will be ensured if:		Please refer the published amendment document for revised clause.

Sr. No.	Doc	Clause No.	Existing Clause	Proposed change	Rationale	Comments
				• There is change in allocation of coal (i.e., change in mines from which coal will be allocated). • Change in quantum of allocation from a particular mine. • Change in transportation distance due to changes in mine / quantum of allocation. • Treatment of transportation cost in case any of the mines allocated under SHAKTI B(iv) do not have a railway siding. Thus, it is requested that the Utility needs to appropriately modify the payment provisions in Article 22 so as to ensure that Fuel Charge is a complete pass-through under the PSA. Similar modifications have been allowed in the tenders concluded in past (Ex., tender published for long term power procurement by MPPMCL (During Year 2019-20) and MSEDCL (During Year 2024-25)) and the State Regulatory Commissions have permitted such modifications.		
196.	PSA	22.1.1	Station Heat Rate	Since the bid is for power project with unit size of 800 MW each it is requested to increase the SHR to 2400 kCal/kWh		Please refer the published amendment

Sr. No.	Doc	Clause No.	Existing Clause	Proposed change	Rationale	Comments
				in line with the approvals granted by respective commissions in the recently concluded bids		document for revised clause.
197.	PSA	22.2.4	The total cost of transportation of domestic Fuel, forming part of the Landed Fuel Cost, shall be the lower of ……...	The current tender has no provision of pass through of road transportation cost, which is often incurred based on our experience. Hence, please modify the Fuel Charge section such that the pass-through of road transportation costs of fuel be there in the Tender document.		Please refer the published amendment document for revised clause.
198.	PSA	22.3	22.3 Determination of GCV ……	Please modify Clauses 22.2 and 22.3 as under: For the purpose of computing the Fuel Charge, the GCV should be considered on as-fired basis, measured at the mill bunker, since this is the most accurate assessment of the actual heating value received by the Supplier. The same may be verified through Third Party sampling / certification.		As per tender conditions.
199.	PSA	22.3.3	The Supplier shall collect random samples of Fuel in accordance with the applicable codes of the Bureau of Indian Standards (BIS) immediately following its arrival and storage at the Power Station and all the samples so collected during the preceding 24 (twenty four) hours shall be tested by the Supplier at 1100 hours each day to determine the GCV thereof, and the results of such testing shall be conveyed forthwith to the	Please confirm that the GCV of 85 Kcal/Kg would be adjusted (i.e., subtracted) on the GCV determined from the random samples and the Fuel Charge payment will be done on the adjusted value as per CERC Regulations.		As per tender conditions.

Sr. No.	Doc	Clause No.	Existing Clause	Proposed change	Rationale	Comments
			Utility for its information and record with such particulars as the Utility may require.			
200.	PSA	22.6.1	Upon the Supplier meeting its obligations for and in respect of the supply of electricity to the Utility as part of the Contracted Capacity, it may generate electricity from Allocated Coal for sale thereof to Buyers subject to payment of Revenue Share to the Utility, in an amount equal to the higher of, (a) Fixed Charge and (b) 30% (thirty per cent) of the gross sale revenue accrued from Buyers for each kWh of electricity sold to any Buyer. Provided that the Utility may, in its sole discretion, reduce the Revenue Share to such extent and in such manner as it may determine from time to time.	Upon the Supplier meeting its obligations for and in respect of the supply of electricity to the Utility as part of the Contracted Capacity including the Un-scheduled power by the Utility, it may generate electricity from Allocated Coal for sale thereof to Buyers. subject to payment of Revenue Share to the Utility, in an amount **equivalent to 20% of the excess realisation over and above the then applicable Tariff**. ~~equal to the higher of, (a) Fixed Charge and (b) 30% (thirty per cent) of the gross sale revenue accrued from Buyers for each kWh of electricity sold to any Buyer. Provided that the Utility may, in its sole discretion, reduce the Revenue Share to such extent and in such manner as it may determine from time to time.~~		As per tender conditions.
201.	PSA	22.7	**Minimum Fuel Stock** The Supplier shall at all times maintain a minimum stock of Allocated Coal and Fuel from AFSA, if any, which is sufficient for full production of electricity from Contracted Capacity for supply thereof to the Utility for a continuous period of 7 (seven) days (the "Minimum Fuel Stock").	We recommend deleting this provision.	Maintaining a minimum fuel stock will create a cash flow problem for the Supplier, leading to higher tariffs quoted by bidders.	As per tender conditions.
202.	PSA	22.10.2	In the event the Supplier fails to procure Fuel under an AFSA, such AFSA is not	It is understood that certain typo is there in the clause.		As per tender conditions.

Sr. No.	Doc	Clause No.	Existing Clause	Proposed change	Rationale	Comments
			approved in full or part by the Utility or the Commission, as the case may be, the Fixed Charge payable for and in respect of any Non-Availability as a result thereof shall be equal to 70% (seventy per cent) of the Fixed Charge computed in accordance with the provisions of Clause 21.4.2.	In any case, with Fuel being arranged by the Utility, in case of Fuel Shortage or AFSA, the supplier should not be penalized by way of reduction in Fixed Charges. Hence kindly modify the Clause as under: In the event the Supplier fails to procure Fuel under an AFSA, or such AFSA is not approved in full or part by the Utility or the Commission, as the case may be, the Fixed Charge payable for and in respect of any Non-Availability as a result thereof shall be equal to ~~70% (seventy per cent)~~ **100% (one hundred per cent)** of the Fixed Charge computed as if there is no Non-Availability.		
203.	PSA	Ar. 27	Accounts and Audit	Please delete Article 27.	It is not relevant in a DBFOO model, wherein ownership of the plant is of the Supplier.	As per tender conditions.
204.	PSA	28.1	Force Majeure As used in this Agreement, the expression "Force Majeure" or "Force Majeure Event" shall, save and except as expressly provided otherwise, mean occurrence in India of any or all of Non-Political Event, Indirect Political Event and Political Event, as defined in Clauses 28.2, 28.3 and 28.4 respectively, if it affects the performance by the Party claiming the benefit of Force Majeure	In order to get competitive tariff rates, there must be a lower risk associated with the bidders. Hence, it is requested that Force Majeure **may include** the given events, but the Force Majeure **should not be limited** to these events only. Hence, please modify the clause accordingly.		As per tender conditions.

Sr. No.	Doc	Clause No.	Existing Clause	Proposed change	Rationale	Comments
			(the "Affected Party") of its obligations under this Agreement and which act or event (a) is beyond the reasonable control of the Affected Party, and (b) the Affected Party could not have prevented or overcome by exercise of due diligence and following Good Industry Practice, and (c) has Material Adverse Effect on the Affected Party.			
205.	PSA	31.1.1	31.1 Termination for Supplier Default 31.1.1 Subject to Applicable Laws and save as otherwise provided in this Agreement, in the event that any of the defaults specified below shall have occurred, and the Supplier fails to cure the default within the Cure Period set forth below, or where no Cure Period is specified, then within a Cure Period of 90 (ninety) days, the Supplier shall be deemed to be in default of this Agreement (the "Supplier Default"), unless the default has occurred as a result of any breach of this Agreement by the Utility or due to Force Majeure. The defaults referred to herein shall include the following: … (c) the Supplier does not achieve the latest outstanding Project Milestone or	31.1 Termination for Supplier Default 31.1.1 Subject to Applicable Laws and save as otherwise provided in this Agreement, in the event that any of the defaults specified below shall have occurred, and the Supplier fails to cure the default within the Cure Period set forth below, or where no Cure Period is specified, then within a Cure Period of 0 (ninety) days, the Supplier shall be deemed to be in default of this Agreement (the "Supplier Default"), unless the default has occurred as a result of any breach of this Agreement by the Utility or due to Force Majeure. The defaults referred to herein shall include the following: … (c) the Supplier does not achieve the latest outstanding Project Milestone or	Default time period changed to 24 months since the Tender requires the bidder to construct a new power station.	Please refer the published amendment document for revised clause.

Sr. No.	Doc	Clause No.	Existing Clause	Proposed change	Rationale	Comments
			the Scheduled Completion Date, as the case may be, due in accordance with the provisions of Schedule-E and continues to be in default for 180 (one hundred and eighty) days;	the Scheduled Completion Date, as the case may be, due in accordance with the provisions of Schedule-E and continues to be in default for 24 months (twenty four) months;		
206.	PSA	31.3.2	Upon Termination on account of a Utility Default, the Utility shall pay to the Supplier, by way of Termination Payment, an amount equal to the Fixed Charge that would have been due and payable for Normative Availability for a period of 6 (six) months as if the Power Station had operated for such 6 (six) months from the date of Termination.	Upon Termination on account of a Utility Default, the Utility shall pay to the Supplier, by way of Termination Payment, an amount equal to the Fixed Charge that would have been due and payable for Normative Availability for a period of 6 (six) months as if the Power Station had operated for such 6 (six) months from the date of Termination.	In order to ease the project financing by the lenders, it is requested to increase the penal provision and thereby increasing the Fixed Charge due and payable for Normative Availability for atleast 3 (three) to 4(four) years.	As per tender conditions.
207.	PSA	Ar.34	**Change in Law** …….	It is requested to align this clause with Electricity (Timely Recovery of Costs due to Change in Law) Rules, 2021.		Please refer the published amendment document for revised clause.
208.	PSA	Sch. C 2.1	The Station Heat Rate, reckoned at the Point of Grid Connection shall, after accounting for auxiliary consumption and transmission losses, not exceed 2,300 (two thousand three hundred) kCal per kWh at 100% (hundred per cent) maximum continuous rating (MCR).	The Station Heat Rate, reckoned at the Point of Grid Connection shall, after accounting for auxiliary consumption and transmission losses, not exceed 2,380 (two thousand three hundred and eighty) kCal per kWh at 100% (hundred per cent) maximum continuous rating (MCR).	The Net SHR for newly constructed thermal power stations of 800 MW usually ranges between 2300 Kcal/Kwh to 2400 Kcal/Kwh.	As per tender conditions.

Sr. No.	Doc	Clause No.	Existing Clause	Proposed change	Rationale	Comments
					The Net SHR specified by the Utility is very difficult to achieve and the adverse impact of non-achievement will be built into the tariff by bidders, leading to higher tariff discovery.	
209.	PSA	Ann. III Sch. C	Subject to the provisions of Paragraph 2 of this Annex-III, in the event the Utility Dispatches the Power Station at a level lower than 85% (eighty-five per cent) of its entitlement in the Contracted Capacity, the SHR shall be deemed to be increased as specified below. …	Kindly clarify that the accounting for this SHR adjustment shall be on 15 minutes time block basis.		As per tender conditions.
210.	PSA	Sch. P 3.4.5	**SUBSTITUTION AGREEMENT** The transfer of Contract hereunder to a Nominated Company may, notwithstanding anything to the contrary in this Agreement and the Power Supply Agreement, be undertaken by transfer of no less than 75% (seventy five per cent) of the equity of the Supplier to the Nominated Company, and upon such transfer hereunder, the Supplier shall be deemed to be the Nominated Company	**SUBSTITUTION AGREEMENT** The transfer of Contract hereunder to a Nominated Company may, notwithstanding anything to the contrary in this Agreement and the Power Supply Agreement, be undertaken by transfer of no less than 51% (fifty one per cent) of the equity of the Supplier to the Nominated Company, and upon such transfer hereunder, the Supplier shall be deemed to be the Nominated Company		Please refer the published amendment document for revised clause.

Sr. No.	Doc	Clause No.	Existing Clause	Proposed change	Rationale	Comments
			under and in accordance with the provisions of this Agreement and the Power Supply Agreement.	under and in accordance with the provisions of this Agreement and the Power Supply Agreement.		
211.	RFQ	1.1.1	**Installed Capacity (in MW)** / **Capacity Required (in MW)** / **Period when supply must commence** 2400 / 2250 / Unit-1: 48 months from Appointed Date Unit-2: 54 months from Appointed Date Unit-3: 60 months from Appointed Date	Regarding the capacity of 2400 MW, request you to please provide the following: 1) Auxiliary Power Consumption (APC) considered to derived Capacity Requirement. Whether the impact of emission control equipment has been considered and if yes, then how much (in %)?		As per tender conditions.
212.	RFQ	1.1.2	……. BSPHCL and the Utilities in the form provided by the Nodal Agency as part of the Bidding Documents pursuant hereto. The land required for the Project will be provided by the Nodal Agency.	The treatment / allocation of land is unclear. We recommend transferring the entire land parcel to the Successful Bidder, as this would result in a lower tariff determination.	Land to be leased to the Supplier for nominal lease rent. Stamp duty/registration waiver to be provided to Supplier.	The location and extent of the land to be provided by the Utility will be shared with the bidders in revised tender documents. The land will be leased to the Supplier for nominal lease rent.

Sr. No.	Doc	Clause No.	Existing Clause	Proposed change	Rationale	Comments
						Stamp duty/ registration waiver /nominal value will be required.
213.	RFQ	1.1.4	e-Bidding Portal is www.eproc2.bihar.gov.in ("Portal").	It is requested to change the Portal to either Deep Portal or Bharat e-Tender Portal.		The applicants will have to submit their applications on the DEEP Portal
214.	RFQ	1.2.1	The Nodal Agency has adopted a single-stage bidding process … Prior to making an Application, the Applicant shall pay to the Nodal Agency a sum of Rs. 2,25,000 (Rupees Two Lakh Twenty Five Thousand Only) plus applicable Goods and Services Tax ("GST") as the cost of the Bidding process.	It is requested to provide the required details for the preparation of the Demand Draft.		The present applicable GST rate (currently 18%) may be applied.
215.	RFQ	1.2.4 (a)	…. (the "Bid Security"), refundable no later than 180 (One Hundred Eighty) days from the Bid Due Date, except in the case of the Successful Bidder whose Bid Security shall be retained till it has provided a Performance Security under the PSA-DBFOO…….	It is requested to provide the bank details for the payment of Bid Security. Additionally, there is a discrepancy in the period for the return of Bid Security between the RFQ and RFP documents. To ensure alignment with the Bid Validity period, the return period for Bid Security should be set to 120 days from the Bid Due Date.		The Bid Security has to be valid for a period of 180 days from Bid Due Date inclusive of a claim period of 60 days.
216.	RFQ	2.2.2 (B)	Financial Capacity ₹ 3,375 Crore (₹1.5 Crore/MW of contracted capacity)	₹2,250 Crore (₹1 Crore/MW of contracted capacity)	Encourage greater participation and competitive price recovery	As per tender conditions.

<table>
<tr><th>Sr. No.</th><th>Doc</th><th>Clause No.</th><th>Existing Clause</th><th>Proposed change</th><th>Rationale</th><th>Comments</th></tr>
<tr><td>217.</td><td>RFQ</td><td>2.13.3</td><td>The Applicants shall send the hard copy of original EMD as applicable in an envelope clearly indicating the name and address of the Applicant….</td><td>We understand that the Nodal Agency is referring to Bid Security as EMD. Please clarify.</td><td></td><td>As per tender conditions. No EMD, only Bid Security to be submitted.

Bid Security to be submitted by qualified bidders at RFP Stage and not at RFQ stage since this is now a two-stage bid. The bid security will have to be submitted at least one day prior to date of submission of financial bid under RFP.</td></tr>
<tr><td>218.</td><td>RFQ</td><td>1.1.1</td><td>Brief particulars of the Project are as follows:
<table><tr><td>Installed Capacity (in MW)</td><td>Capacity Required (in MW)</td><td>Period when supply commence</td></tr><tr><td>2400 MW</td><td>2250 MW</td><td>Unit 1: 48 Months Appointed Date

Unit 2: 54 Months Appointed Date</td></tr></table></td><td>Brief particulars of the Project are as follows:
<table><tr><td>Installed Capacity (in MW)</td><td>Capacity Required (in MW)</td><td>Period when supply commence</td></tr><tr><td>2400 MW</td><td>2250 MW</td><td>Unit 1: ~~48~~ 60 Month Appointed Date</td></tr></table></td><td>The development of a thermal power plant entails lengthy preconstruction tasks, including land acquisition, setting up water intake facilities, obtaining Environment/Forest clearances, and securing the Grant of Connectivity, among others. These processes require multiple approvals from Government Authorities and present various</td><td>As per tender conditions.</td></tr>
</table>

Sr. No.	Doc	Clause No.	Existing Clause	Proposed change	Rationale	Comments
			Unit 3: 60 Months Appointed Date	Unit 2: ~~54~~ 66 Month Appointed Date Unit 3: ~~60~~ 72 Month Appointed Date	construction challenges. Typically, obtaining these approvals takes between 12 to 18 months, after which construction can begin. Additionally, currently, BHEL and L&T are only vendors capable of developing ultra super-critical thermal power project in India. The plant capacity of BHEL and L&T is already booked for the next few years, and they are not able commit to further supply of thermal power plant equipment in 48 to 54 months from the PPA signing. Therefore, we request time frame of at least of 60 months after the Appointed Date for the commissioning of the first unit of the coal-based plant.	

Queries/ Request for Additional Information: RFQ – DBFOO, RFP-DBFOO, PSA-DBFOO for 2400 MW Pirpainti Power Project

<table>
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<tr><td>219.</td><td>RFQ</td><td>1.1.1</td><td>Brief particulars of the Project are as follows:
<table><tr><td>Installed Capacity (in MW)</td><td>Capacity Required (in MW)</td><td>Period when supply must commence</td></tr><tr><td>2400 MW</td><td>2250 MW</td><td>Unit 1: 48 Months from Appointed Date

Unit 2: 54 Months from Appointed Date

Unit 3: 60 Months from Appointed Date</td></tr></table></td><td>Request BSPGCL to clarify Delivery Point at which the bidder is required to delivery 2250 MW capacity?

Provide clarification on how the 2250 MW capacity was determined. Additionally, please specify the auxiliary consumption and consumption of FGD and SCR considered in this calculation.

Also please specify Appointed Date and timeline for achievement of Appointed Date.</td><td></td><td>As per tender conditions.</td></tr>
<tr><td>220.</td><td>RFQ</td><td>1.2.1</td><td>……..the Applicant shall pay to the Nodal Agency a sum of Rs 2,25,000 (Rupees Two lakhs twenty five thousand) plus applicable Goods and Services Tax (“GST”) as the cost of the Bidding Process.</td><td>Kindly provide rate of GST to be considered while making payment of RfQ fees.

Kindly Provide the bank details for the payment (DD/NEFT/RTGS) of the cost of RFQ.</td><td></td><td>The present applicable GST rate (currently 18%) may be applied.</td></tr>
<tr><td>221.</td><td>RFQ</td><td>1.2.4</td><td>……..The Bidding Documents for the Project will be provided to every Bidder on payment of Rs 1,00,000 (Rupees One lakh only) plus applicable GST in the</td><td>Kindly provide rate of GST to be considered while making payment of RfP fees</td><td></td><td>The present applicable GST rate (currently 18%) may be applied.</td></tr>
</table>

Sr. No.	Doc	Clause No.	Existing Clause	Proposed change	Rationale	Comments
			manner specified in the RFP-DBFOO…..			
222.	RFQ	1.2.4 (a)	In terms of the RFP-DBFOO, a Bidder will be required to deposit, along with its Bid, a Bid security of Rs. 1,12,50,00,000 (Rupees One hundred twelve crore fifty lakh) (the **"Bid Security"**), refundable……	Request you to reduce amount of Bid Security to Rs. ~~1,12,50,00,000 (Rupees One hundred twelve crore fifty lakh)~~ **67,50,00,000 (Rupees Sixty Seven crore fifty lakh)** considering per Bid Security amount of 3 lakh per MW.	Exiting amount of Bid Security is on higher side and in order to increase participation kindly reduce amount of Bid Security. In recently concluded thermal bids of Maharashtra, West Bengal and Uttar Pradesh Tenders, the Bid security amount was 3 lakh per MW.	As per tender conditions.
223.	RFQ	2.2.1 (d)	An Applicant shall be liable for disqualification if any legal, financial or technical adviser of Nodal Agency in relation to the Project is engaged by the Applicant, its Member or any Associate thereof, as the case may be, in any manner for matters related to or incidental to the Project.	Please provide the names of the technical, legal, and financial advisers associated with the Utility for this project. This will allow bidders to ensure they do not engage these advisers, helping to prevent any risk of disqualification.		Bidder are advised to satisfy themselves about non-conflicts before appointing any technical, legal, and financial advisers for the bidding process.
224.	RFQ	2.2.4 (ii) Certificate from the Statutory Auditor regarding Net	certificate(s) from statutory auditors of the Applicant or its Associates specifying the Net Worth of the Applicant, as at the close of the preceding financial year, and also specifying that the methodology……..	Kindly allow to submit Net Worth certificate issued by a practising Chartered Accountant in case Annual Financial Statements are certified by Statutory Auditor.	Issuance of certificates from the Statutory Auditor is very lengthy and tedious process. Kindly allow to submit Net-worth certificate issued by a practising Chartered	Please refer the published amendment document for revised clause.

Sr. No.	Doc	Clause No.	Existing Clause	Proposed change	Rationale	Comments
		Worth of Applicant			Accountant This adjustment has already been accepted by the Department of Power (Nodal Agency), West Bengal, for the 660 MW and 1600 tender.	
225.	RFQ	2.13.3	The Applicants shall send the hard copy of original EMD as applicable…..Such original EMD shall be required to be delivered **one day** prior to the Bid Due Date.	Clarify weather bidder to submit Only EMD in original as part of the hard copy submission. Also request Nodal agency to provide **3 (Three) working days** after Bid Due date.	Considering logistical challenges and potential courier delays, this will ensure a smooth submission process. Given the criticality of the event, where non-submission could lead to disqualification, allowing three working days after the Bid Due Date will help bidders comply on time.	Bid Security to be submitted by qualified bidders at RFP Stage and not at RFQ stage since this is now a two-stage bid. No EMD to be submitted at RFQ stage. The bid security will have to be submitted at least one day prior to date of submission of financial bid under RFP.
226.	RFQ	Appendix -I	Letter Comprising the Application for Pre-Qualification	The Applicant may be Single Bidder or Consortium. Kindly allow Applicant to modify clauses of this letter suitably.		It is clarified that applicant may modify the clauses in the letter suitable for single bidder/consortium (as applicable)
227.	RFQ	Appendix I	Certificate from the Statutory Auditor regarding PPP projects	Any practising Chartered Accountant or Statutory Auditors has to follow the guidelines prescribed by Institute of	Issuance of certificates from the Statutory Auditor is	Please refer the published amendment

Sr. No.	Doc	Clause No.	Existing Clause	Proposed change	Rationale	Comments
		Annexure IV	And Certificate from the Statutory Auditor/ Client regarding construction works And Certificate from Statutory Auditor/ Company Secretary regarding Associate	Chartered Accountants of India (ICAI) while issuing the certificates and therefore, the format of these certificates should be allowed to change as per the ICAI guidelines. Kindly allow to submit these certificates issued by a practising Chartered Accountant.	very lengthy and tedious process. Kindly allow to submit Net-worth certificate issued by a practising Chartered Accountant This adjustment has already been accepted by the Department of Power (Nodal Agency), West Bengal, for the 660 MW and 1600 tender.	document for revised clause.
228.	RFQ	Appendix I Annexure IV	13. If the applicant…. Certificate from the Statutory Auditor regarding PPP projects …. We further certify that the total estimated capital cost of the project is Rs. Cr…	13. If the applicant…. Certificate from the Statutory Auditor regarding PPP projects …. We further certify that the **total project cost** / total estimated capital cost of the project is Rs. Cr…	The bidder may also submit details for their completed project and in such case; the bidder should provide total actual project cost.	Please refer the published amendment document for revised clause.
229.	RFQ	Power of Attorney for signing of Applicati on and		Is the bidder required to execute Power of Attorney under RFQ on the Stamp paper? If yes, kindly provide value of stamp paper on which it is required to execute.		This has to be ensured by the Bidder depending on the place of execution of the relevant document.

Sr. No.	Doc	Clause No.	Existing Clause	Proposed change	Rationale	Comments
		signing of Bid				
230.	RFQ	APPEND IX- VI	**INFORMATION MEMORANDUM** … Land details: Approximately 1020 Acres available ….	Kindly provide following details for Land: 1. KMZ and AuCAD file for the 1020 Acres of land. 2. Provide Khasra number wise details of land like land area, ownership status, type of land etc. 3. Any land is acquired for railway line and water pipeline? If yes, then please provide details of such land. 4. Whether BSPGCL will provide the land to the successful bidder on lease basis or on right of use basis? Please share lease agreement or right of use agreement. 5. What shall be charges for the use of land? 6. Who owns this land? Whether entire land is in possession of BSPGCL? 7. Is there any ongoing or pending R&R related issues? 8. Please provide list of ongoing litigation w.r.t. land, if any. 9. Status of land use.		The location and extent of the land will be provided by the Utility in the revised tender documents. The land will be leased to the Supplier for nominal lease rent. Encumbrance free land will be provided by the Nodal Agency. The Bidder may familiarise itself with the layout of the land through site visit.

Sr. No.	Doc	Clause No.	Existing Clause	Proposed change	Rationale	Comments
				10. Kindly share soil investigation report, topography survey and water analysis report. Availability of approach road.		
231.	RFQ	APPEND IX- VI	**INFORMATION MEMORANDUM** **…** Status of Permits/Clearances: Details to be provided.	Kindly provide following details w.r.t. Permits/Clearances: 1. Please share all clearances obtained by BSPGCL in past like water clearance, ToR/EC or any other clearances Whether BSPGCL has applied for water or any other clearances recently? If yes, please provide details		All permits and clearances are in the scope of the Bidder. Any water allocation details will be provided in due course.
232.	RFQ	**APPEND IX – VII**	Details of the Allocated Coal Linkage	Please provide status of Allocated Coal Linkages under SHAKTI b(iv) to BSPGCL.	Will be notified separately.	Will be notified in due course.
233.	RFP	General		As per Ministry of Power Resolution dated 27.02.2023, all upcoming coal/lignite-based generating stations achieving commissioning on or after 01.04.2023 are required to establish renewable energy capacity of a minimum of 40% of the thermal plant capacity in MW. In this regard, kindly clarify following: o Whether BSPGCL will procure such renewable power? If yes, at what rate such RE power will be procured? As an option, Torrent Power through its different subsidiary will enter into PPA		This tender only envisages procurement of thermal power.

Sr. No.	Doc	Clause No.	Existing Clause	Proposed change	Rationale	Comments
				with SECI/NTPC/REMCL or any other procurer for supply of RE power and Torrent will develop RE capacity to supply them. Can RGO obligation of Torrent be fulfilled by developing such RE capacity after signing of thermal PPA?		
234.	RFP	1.2.1	The Nodal Agency has adopted a **single-stage process** (referred to as the "Bidding Process") for selection of the Bidder for award of the Project. The process involves submission of online application in accordance with the provisions of the RFQ-DBFOO (the "Application") along with the financial offers (the "Bids") in accordance with the Request for Proposal-DBFOO.	Request to organize a demo event of online bid submission and e-auction on Bihar eProc2 portal and ensure a smooth submission process.		The Bid is now a two stage bid process as per the model bidding documents. Further, the online bid submissions and e-reverse auction will be conducted on the DEEP Portal
235.	RFP	2.11.2	All the documents accompanying the Bid also shall be submitted online on the portal.	Please specify **list of document(s)** to be submitted as part of the online bid submission.		Please refer the published amendment document for revised clause.
236.	RFP	2.20.1	The Bidder shall furnish as part of its Bid, a Bid Security referred to in Clauses 2.1.7 and 2.1.8 hereinabove in the form of a bank guarantee issued by a nationalised bank, or a Scheduled Bank in India having a net worth of at least Rs. 1,000 crore	1. Please share the bank account details of Nodal Agency for issuance of Bank Guarantee. Different banks have different policies with respect to addition of their standard "Notwithstanding Clause" at the end of the BG. Utility may kindly permit the same to be included.	Banks ask for this detail during the process of issuing bank guarantee. Different banks have different policies for adding the standard Notwithstanding Clause clause, and hence flexibility with	Bank account of BSPGCL HQ: Canara bank, Vidyut Bhawan, Patna A/c No.-8531101013045 IFS code-CNRB0008531

Sr. No.	Doc	Clause No.	Existing Clause	Proposed change	Rationale	Comments
					the same is requested since it does not affect Utility's rights in any way.	Beneficiary- Bihar State Power Generation Company Limited The Bid Security shall be provided in line with the BG format provided in the tender conditions.
237.	RFP	3.5.2	(a) ……The Bid for the Project shall, therefore, comprise the Fixed Charge and Fuel Charge, which shall be specified separately, and the Bidder seeking the lowest Tariff shall be the Selected Bidder. The Base Fixed Charge shall not be more than 70% of the Tariff and the Base Fuel Charge shall not be more than 50% of the Tariff.	(a) …… The Bid for the Project shall, therefore, comprise the Fixed Charge and Fuel Charge, which shall be specified separately, and the Bidder seeking the lowest Tariff shall be the Selected Bidder. ~~The Base Fixed Charge shall not be more than 70% of the Tariff and the Base Fuel Charge shall not be more than 50% of the Tariff.~~	In distance of Allocated Coal Source is within 100 km then, estimated Fuel Charge will be in the rage of 1.25 to 1.35 Rs/kWh. Considering Fuel Charge of 1.35 Rs/kWh, the bidder can quote maximum Fixed Charge of 3.14 Rs/kWh. This Fixed Charge is not viable in present situation considering front ended tariff nature on DBFOO documents and current project cost of thermal plant in the range of 12 to 13 Cr/MW. Hence, kindly delete this clause.	As per tender conditions.
238.	RFP	Tariff		Kindly let us know if any Electricity Duty and/or Cess and/or any other similar levy is applicable on the		As per tender conditions.

Sr. No.	Doc	Clause No.	Existing Clause	Proposed change	Rationale	Comments
				auxiliary consumption of the power station to be set up in Bihar		
239.	RFP	Appendix -I S.No.16	I/ We acknowledge and undertake that our Consortium was qualified on the basis of Technical Capacity and Financial Capacity of those of its Members who shall, for a period of 2 (two) years from the date of commercial operation of the Project, hold equity share capital not less than: (i) 26% (twenty six per cent) of the subscribed and paid-up equity of the Supplier; and (ii) 5% (five per cent) of the Total Project Cost specified in the PSA-DBFOO. We further agree and acknowledge that the aforesaid obligation shall be in addition to the obligations contained in the PSA-DBFOO in respect of Change in Ownership.	In case the Bidder is a single bidder, it shall not be required to include this S. No. 16 in the "Letter comprising the Bid". Accordingly, it shall put the words "Not Applicable" against S No. 16. Please confirm.		As per tender conditions.
240.	RFP	Appendix -I S.No.16	The Bid Security in the form of a Demand Draft/ Bank Guarantee (strike out whichever is not applicable) is attached. The original shall be submitted by [insert date which is 7 days from the Bid Due Date as mentioned in Clause 2.11.1]	As part of the offline (hard copy submission) only bid security need to be submitted. Please clarify. As per this clause, the Bidder is required to submit original BG within 7 days from the Bid Due Date. Kindly clarify.		As per tender conditions. Bid Security should be provided at least one day prior to Bid Due Date.
241.	RFP	Appendix -I S.No.16	I/ We understand that the Selected Bidder shall either be an existing Company incorporated under the Indian Companies Act, 1956/2013, or shall incorporate as such prior to execution of the PSA-DBFOO. **In case where the**	If in case SPV has been established, please provide details on the valuation, acquisition terms, transfer process, and the associated project land, along with any regulatory approvals or legal issues that may be involved. Additionally,		No SPV established under this current tender.

Sr. No.	Doc	Clause No.	Existing Clause	Proposed change	Rationale	Comments
			Nodal Agency / the Utility has already established an SPV for the Project, the Selected Bidder shall acquire the entire equity thereof.	details on the governance structure and the level of control the bidder will have after the acquisition.		
242.	PSA	3.1.1	Subject to and in accordance with the provisions of this Agreement, Applicable Laws and the Applicable Permits, the Utility hereby awards to the Supplier the supply contract set forth herein including the right and authority to utilise the Allocated Coal for producing electricity at the Power Station for supply thereof to the Utility (the "Supply Contract") for a period of 30 (thirty) years commencing from the Appointed Date, and the Supplier hereby accepts the Supply Contract and agrees to implement the same subject to and in accordance with the terms and conditions set forth herein…..	We understand that the term of power supply shall be for a period of 25 years from the COD of 3rd or last of the three units of the power station. Kindly confirm and accordingly, kindly modify PSA period from the Appointed Date.	We have requested to amend timelines for SCOD, accordingly this clause is also required to be modified.	As per tender conditions.
243.	PSA	3.2.1	In the event that extension of the Contract Period shall have become due under and in accordance with the provisions of this Agreement, the Supplier shall, on receiving a notice from the Utility, extend the Supply Contract in accordance with the provisions of Clause 3.1.1.	In the event that extension of the Contract Period shall have become due under and in accordance with the provisions of this Agreement, the either Party shall, on receiving a notice from the other Party, extend the Supply Contract in accordance with the provisions of Clause 3.1.1.	The right for extending the contract is provided to both the Parties i.e., the Utility and the Supplier as per clause 3.1.1. Hence. Kindly modify this provision also.	As per tender conditions.
244.	PSA	4.1.3	The Conditions Precedent required to be satisfied by the Supplier within a period of 180 (one hundred and eighty) days from the date of this Agreement shall be	The Conditions Precedent required to be satisfied by the Supplier within a period of 18 (eighteen) Month from the date of this Agreement shall be deemed to have	Timeline of 180 days for fulfilment of CPs and Financial Close is too short considering the	Please refer the published amendment document for revised clause.

Sr. No.	Doc	Clause No.	Existing Clause	Proposed change	Rationale	Comments
			deemed to have been fulfilled when the Supplier shall have:…..	been fulfilled when the Supplier shall have:…..	Project size of 2400 MW. e.g. Environmental Clearance & Financial Closure of such huge project will require substantial time as it may involve multiple lenders for financing.	
245.	PSA	4.3	**Damages for delay by the Supplier** In the event that (i) the Supplier does not procure fulfilment or waiver of any or all of the Conditions Precedent set forth in Clause 4.1.3 within the period specified in that Clause, and (ii) the delay has not occurred as a result of failure to fulfil the obligations under Clause 4.1.2 or other breach of this Agreement by the Utility or due to Force Majeure, the Supplier shall pay to the Utility Damages in an amount calculated at the rate of 0.3% (zero point three per cent) of the Performance Security for each day's delay until the fulfilment of such Conditions Precedent,….	**Damages for delay by the Supplier** In the event that (i) the Supplier does not procure fulfilment or waiver of any or all of the Conditions Precedent set forth in Clause 4.1.3 within the period specified in that Clause, and (ii) the delay has not occurred as a result of failure to fulfil the obligations under Clause 4.1.2 or other breach of this Agreement by the Utility or due to Force Majeure, the Supplier shall pay to the Utility Damages in an amount calculated at the rate of 0.1% (zero point one per cent) of the Performance Security for each day's delay until the fulfilment of such Conditions Precedent,…. In case the Supplier shall achieve COD of the Power Station on or before SCOD as per the terms of the PSA, the damages paid by the Supplier under this clause	Damages at the rate of 0.3% of the Performance Security for each day of delay is on higher side. We request you keep the equal damages for both the parties i.e. the Utility and the Supplier. Further, the final objective of the Utility is to avail power supply before the SCOD under the PSA. Hence, if the Supplier take longer time than envisaged under the PSA to fulfil its CP, but it commissions the plant before SCOD,	As per tender conditions.

Sr. No.	Doc	Clause No.	Existing Clause	Proposed change	Rationale	Comments
				shall be refunded to the Supplier without any interest.	then the ultimate objective of the Utility is achieved, and no penalty should be imposed on the Supplier. Kindly modify the clause as mentioned.	
246.	PSA	4.5	Without prejudice to the provisions of Clauses 4.2 and 4.3, and subject to the provisions of Clause 9.2, the Parties expressly agree that in the event the Appointed Date does not occur, for any reason whatsoever, before the 1st (first) anniversary of the date of this Agreement or the extended period provided in accordance with this Agreement, all….	Without prejudice to the provisions of Clauses 4.2 and 4.3, and subject to the provisions of Clause 9.2, the Parties expressly agree that in the event the Appointed Date does not occur, for any reason whatsoever, before the 3rd (third) anniversary of the date of this Agreement or the extended period provided in accordance with this Agreement, all….	As we have requested to allow 18 months' time for fulfilment of CPs, accordingly, requested to allow time till 3rd anniversary of agreement for deemed termination. Kindly modify the clause as mentioned.	As per tender conditions.
247.	PSA	5.1.5 (a)	make, or cause to be made,….. and obtain and keep in force and effect such Applicable Permits in conformity with Applicable Laws. Non-grant of long term open access shall be mutually decided by the Utility and Supplier;	make, or cause to be made,….. and obtain and keep in force and effect such Applicable Permits in conformity with Applicable Laws.; Kindly modify clause 6.1.2 (a) on the above line.	Since, as per clause 6.1.4 the Utility shall make available transmission system required for evacuation of power, there shall not be any requirement of open access. Hence,	Please refer the published amendment document for revised clause.

Sr. No.	Doc	Clause No.	Existing Clause	Proposed change	Rationale	Comments
					proposed to delete this clause.	
248.	PSA	6.1.2	New Clause	(g) shall execute Fuel Supply Agreement	As per the para b(iv) of the SHAKTI Policy, tri-partiate Fuel Supply Agreement is required to be signed amongst the Utility, the Supplier and the Coal Company. Hence, kindly accept proposed changes.	As per tender conditions.
249.	PSA	6.1.2	New Clause	(h) shall handover peaceful and encumbrances free possession of land to Supplier	As per bid document, the land shall be provided by Utility. Hence, kindly accept proposed changes.	As per tender conditions.
250.	PSA	9.1	The Supplier shall, for the performance of its obligations hereunder, provide to the Utility no later than 60 (sixty) days from the date of this Agreement, an irrevocable and unconditional guarantee from a Bank for a sum equivalent to Rs. 450 crore (Rupees four hundred and fifty crore) in the form set forth in Schedule-D (the "**Performance Security**")….	The Supplier shall, for the performance of its obligations hereunder, provide to the Utility no later than 60 (sixty) days from the date of this Agreement, an irrevocable and unconditional guarantee from a Bank for a sum equivalent to Rs. 225 crore (Rupees two hundred and twenty five crore) in the form set forth in Schedule-D (the "**Performance Security**")….	In order to maximise the participation in the tender, the amount of Performance security may be reduced. Maharashtra State Electricity Distribution Co. Ltd. In their bid of 3200 MW Thermal Project has also reduced	As per tender conditions.

Sr. No.	Doc	Clause No.	Existing Clause	Proposed change	Rationale	Comments
					amount of Performance Security to Rs. 10 Lakh per MW.	
251.	PSA	11.2.2	In the event that the Supplier fails to achieve any Project Milestone within a period of 90 (ninety) days from the date set forth for such Project Milestone in Schedule-E, unless such failure has occurred due to Force Majeure or for reasons attributable to the Utility, it shall pay Damages to the Utility in a sum calculated at the rate of 0.2% (zero point two per cent) of the amount of Performance Security for delay of each day until such Project Milestone is achieved; provided that if any or all Project Milestones or the Scheduled Completion Date are extended in accordance with the provisions of this Agreement, the dates set forth in Schedule-E shall be deemed to be modified accordingly; provided further that in the event COD is achieved on or before the Scheduled Completion Date, the Damages paid under this Clause 11.2.2 shall be refunded by the Utility to the Supplier, but without any interest thereon; provided also that in the event the Supplier agrees and undertakes to supply from an alternate source, the whole or part of the entitlement of the Utility from electricity that would have been produced from Contracted Capacity during the period between the	In the event that the Supplier fails to achieve any Project Milestone within a period of 180 (one hundred and eighty) days from the date set forth for such Project Milestone in Schedule-E, unless such failure has occurred due to Force Majeure or for reasons attributable to the Utility, it shall pay Damages to the Utility in a sum calculated at the rate of 0.1% (zero point one per cent) of the amount of Performance Security for delay of each day until such Project Milestone is achieved; provided that if any or all Project Milestones or the Scheduled Completion Date are extended in accordance with the provisions of this Agreement, the dates set forth in Schedule-E shall be deemed to be modified accordingly; provided further that in the event COD is achieved on or before the Scheduled Completion Date, the Damages paid under this Clause 11.2.2 shall be refunded by the Utility to the Supplier, but without any interest thereon; provided also that in the event the Supplier agrees and undertakes to supply from an alternate source, the whole or part of the entitlement of the Utility from electricity that would have been produced from Contracted Capacity during the period between the	Since, the bid is for development of a new power station, it is requested to increase the buffer time period from 90 days to 180 days. It is also requested to decrease the penalty from 0.2% to 0.1% since this would lead to additional burden on the Supplier and will need to be factored it into the tariff, leading to higher price discovery. Moreover, please allow the Supplier to supply from an alternate source for a duration of 24 months in case of delay in commissioning of the Power Station. This will ensure that the utility gets power to	Please refer the published amendment document for revised clause.

Sr. No.	Doc	Clause No.	Existing Clause	Proposed change	Rationale	Comments
			Scheduled Completion Date and COD, and on the terms specified in this Agreement, the Damages payable under this Clause 11.2.2 shall be reduced in the same proportion that such supply shall bear to the entitlement of the Utility in supply from Contracted Capacity. For the avoidance of doubt, the Parties agree that in the event the Power Station is not completed and COD does not occur within 180 (one hundred and eighty) days from the Scheduled Completion Date, unless the delay is on account of reasons attributable to the Utility or due to Force Majeure, the Utility shall be entitled to terminate this Agreement.	Scheduled Completion Date and COD, and on the terms specified in this Agreement, the Damages payable under this Clause 11.2.2 shall be reduced in the same proportion that such supply shall bear to the entitlement of the Utility in supply from Contracted Capacity. For the avoidance of doubt, the Parties agree that in the event the Power Station is not completed and COD does not occur within 24 (twenty four) months from the Scheduled Completion Date, unless the delay is on account of reasons attributable to the Utility or due to Force Majeure, the Utility shall be entitled to terminate this Agreement. Kindly modify Clause 31.1.1 also in line with above suggestion. n the event that the Supplier fails to achieve any Project Milestone within a period of 180 (one hundred and eighty) days from the date set forth for such Project Milestone in Schedule-E, unless such failure has occurred due to Force Majeure or for reasons attributable to the Utility, it shall pay Damages to the Utility in a sum calculated at the rate of 0.1% (zero point one per cent) of the amount of Performance Security for delay of each day until such Project Milestone is achieved; provided that if any or all Project Milestones or the Scheduled Completion Date are	meet its requirements.	

Sr. No.	Doc	Clause No.	Existing Clause	Proposed change	Rationale	Comments
				extended in accordance with the provisions of this Agreement, the dates set forth in Schedule-E shall be deemed to be modified accordingly; provided further that in the event COD is achieved on or before the Scheduled Completion Date, the Damages paid under this Clause 11.2.2 shall be refunded by the Utility to the Supplier, but without any interest thereon; provided also that in the event the Supplier agrees and undertakes to supply from an alternate source, the whole or part of the entitlement of the Utility from electricity that would have been produced from Contracted Capacity during the period between the Scheduled Completion Date and COD, and on the terms specified in this Agreement, the Damages payable under this Clause 11.2.2 shall be reduced in the same proportion that such supply shall bear to the entitlement of the Utility in supply from Contracted Capacity. For the avoidance of doubt, the Parties agree that in the event the Power Station is not completed and COD does not occur within 24 (twenty four) months from the Scheduled Completion Date, unless the delay is on account of reasons attributable to the Utility or due to Force Majeure, the Utility shall be entitled to terminate this Agreement.		

Sr. No.	Doc	Clause No.	Existing Clause	Proposed change	Rationale	Comments
				Kindly modify Clause 31.1.1 also in line with above suggestion.		
252.	PSA	12.4	**Video recording**	The said provision may kindly be deleted.	In any case the Utility's Engineer is already entitled to Inspection in accordance with Clause 12.2 of the PSA.	As per tender conditions.
253.	PSA	13.5.1	All Incomplete Works, including any shortfall in Contracted Capacity or Station Heat Rate, shall be completed or rectified, as the case may be, by the Supplier within 180 (one hundred and eighty) days of the date of issue of the Provisional Certificate and for any delay thereafter, other than for reasons solely attributable to the Utility or due to Force Majeure, the Utility shall be entitled to recover Damages from the Supplier to be calculated and paid for each day of delay until all items are completed, at the lower of, (a) 0.1% (zero point one per cent) of the Performance Security, and (b) 0.2% (zero point two per cent) of the cost of completing such items as estimated by the Utilities' Engineer.	All Incomplete Works, including any shortfall in Contracted Capacity or Station Heat Rate, shall be completed or rectified, as the case may be, by the Supplier within 180 (one hundred and eighty) days of the date of issue of the Provisional Certificate and for any delay thereafter, other than for reasons solely attributable to the Utility or due to Force Majeure.	Incomplete works post achievement of COD may be minor and have no bearing on the Supply of power to the Utility. Hence, there is no reason to impose penalty on Supplier and penalty clause may be deleted.	As per tender conditions.
254.	PSA	13.5.2	Upon completion of all Incomplete Works, the Supplier shall issue the Completion Certificate. Failure of the Supplier to complete all the Incomplete Works within the time set forth in Clause	Kindly delete this provision.	Incomplete works post achievement of COD may be minor and have no bearing	As per tender conditions.

Sr. No.	Doc	Clause No.	Existing Clause	Proposed change	Rationale	Comments
			13.5.1 for any reason, other than conditions constituting Force Majeure or for reasons solely attributable to the Utility, shall entitle the Utility to terminate this Agreement.		on the Supply of power to the Utility. The Supplier has invested huge amount for supply of power and once COD is achieved and the Supplier is supplying Contracted Capacity to the Utility, the PSA should not be terminated.	
255.	PSA	14.1.1	……. For the avoidance of doubt, the Parties expressly agree that if the Power Station is substantially completed but COD is delayed for reasons attributable to the Utility, 15% (fifteen per cent) of the Fixed Charge shall be due and payable hereunder as if COD has occurred for the Power Station or any Unit thereof, as the case may be, in addition to the extension of Concession Period under and in accordance with the provisions of this Agreement. The Parties further agree that for determination of Tariff under Article 21, COD of the first Unit shall be deemed to be the COD of the Power Station.	……. For the avoidance of doubt, the Parties expressly agree that if the Power Station is substantially completed but COD is delayed for reasons attributable to the Utility including non-availability of transmission system from the Delivery Point, 100% (one hundred per cent) of the Fixed Charge shall be due and payable hereunder as if COD has occurred for the Power Station or any Unit thereof as on Scheduled Completion Date or date notified by the Supplier for COD, as the case may be, in addition to the extension of Concession Period under and in accordance with the provisions of this Agreement. The Parties further agree that for determination of Tariff under Article 21, COD of the last Unit shall be deemed to be the COD of the Power Station.	If the Power Station is ready to commission and COD is delayed due to reasons attributable to the Utility, then there is no fault of the Supplier, and it should be entitled to get 100% of the Fixed Charges. The Supplier should not be penalised due to delay/fault of Utility. Moreover, in the proposed tender fixed charge will be reduced by 2%	As per tender conditions.

Sr. No.	Doc	Clause No.	Existing Clause	Proposed change	Rationale	Comments
					annually from the COD of the Power Station. In case such reduction will start from COD of 1st Unit, it will result in higher discovery of tariff.	
256.	PSA	14.1.2	In the event COD is achieved prior to the Scheduled Completion Date, the Fixed Charge due and payable to the Supplier for the period prior to the Scheduled Completion Date shall be 70% (seventy per cent) of the Base Fixed Charge specified in Clause 21.2.1. Provided, however, that no payment on account of Fixed Charge hereunder shall be due or payable for any period prior to 365 (three hundred and sixty five) days from the Scheduled Completion Date.	In the event COD is achieved prior to the Scheduled Completion Date, the Fixed Charge due and payable to the Supplier for the period prior to the Scheduled Completion Date shall be 100% (one hundred per cent) of the Base Fixed Charge specified in Clause 21.2.1. Provided, however, that no payment on account of Fixed Charge hereunder shall be due or payable for any period prior to 365 (three hundred and sixty five) days from the Scheduled Completion Date.	If the Power station gets commissioned before the scheduled completion date, then there seems no reason for the payment of only 70% Fixed Charges as the obligation of Supplier under the PSA, i.e., to start supplying power, will be fulfilled. Hence, please allow payment of 100% fixed charges since the same would affect the debt servicing obligations of the Supplier.	As per tender conditions.
257.	PSA	14.1.3	**New Clause**	Notwithstanding anything to the contrary contained herein or elsewhere in this Agreement, in the event that the	The ultimate objective of the Utility is to secure	As per tender conditions.

Sr. No.	Doc	Clause No.	Existing Clause	Proposed change	Rationale	Comments
				COD of the project is achieved on or before the originally Scheduled Completion Date as specified in Article 11.2.1, then any penalty / damages imposed on or paid by the Supplier, if any, in terms Article 4.3 or 20.1.1 shall be refunded back to the Supplier along with interest at the rate specified under Article 38.4.1.	power supply commencement by the required COD date. Inspite of any delay in achievement of CP's or Financial Close, if the Supplier is able achieve commissioning by required COD date, any penalty imposed for CP delay should be returned back. Hence, the provision may kindly be incorporated.	
258.	PSA	14.2	**Damages for delay**	Request to delete this Clause.	Kindly delete this clause, as the damages for delay in achieving COD is already mentioned in clause 11.2.2.	As per tender conditions.
259.	PSA	15.2 15.3 15.4	**15.2 Maintenance Requirements** **…..** **15.3 Maintenance Manual** **…..** **15.4 Maintenance Programme** **…..**	Request to delete these Clauses.	As there is no involvement of the Utility in O&M of the Plant and the Utility is liable to pay for Fixed Charge to the Supplier on availability of the Power Station. Also, the interest of the Utility for availability of power is also	As per tender conditions.

Sr. No.	Doc	Clause No.	Existing Clause	Proposed change	Rationale	Comments
					protected through Normative Availability of the Power Station. Hence, request to delete these clauses.	
260.	PSA	15.7.2	Upon receiving the permission pursuant to Clause 15.7.1, the Supplier shall be entitled to shut down or de-commission the designated Unit for the period specified therein, and in the event of any delay in re-commissioning such Unit, the Supplier shall pay Damages to the Utility calculated at the rate of 2% (two per cent) of the Average Daily Fixed Charge for each day of delay until the Unit has been recommissioned for generation.	Upon receiving the permission pursuant to Clause 15.7.1, the Supplier shall be entitled to shut down or de-commission the designated Unit for the period specified therein .	In case, there is delay by Supplier in re-commissioning of the plant, the Availability under the PSA will reduce for such delay and as per PSA, the Fixed charges will get reduced due to loss in availability. Therefore, any additional penalty should not be imposed on the Supplier. Extra penalty provision will lead the Supplier to account the penalty in the tariff which will ultimately lead to higher tariff discovery under the bidding process.	As per tender conditions.
261.	PSA	15.9	**Damages for breach of maintenance obligations**	Request to delete this Clause.	Reason same as above point.	As per tender conditions.

Sr. No.	Doc	Clause No.	Existing Clause	Proposed change	Rationale	Comments
			In the event that the Supplier fails to repair or rectify any defect or deficiency which causes reduction in Availability, it shall be deemed to be in breach of this Agreement and the Utility shall be entitled to recover Damages, to be calculated and paid for each day of delay until the breach is cured, 2% (two per cent) of the Average Daily Fixed Charge or…….			
262.	PSA	15.11	**Modifications to the Power Station** The Supplier shall not carry out any material modifications to the Power Station save and except where such modifications…….	Request to delete this Clause.	Since the Supplier is owing the plant and the Supplier is supplying the power as per terms and conditions of the PSA, there should not be any involvement of the Utility for any type of modification of the plant.	As per tender conditions.
263.	PSA	18.6	**Substitute Supply** In the event the Availability of the Power Station is reduced on account of Scheduled Maintenance, Unscheduled Maintenance or Force Majeure, the Supplier may, with prior consent of the Utility,….	Kindly clarify the treatment of Availability and Fixed Charge in case Utility rejects alternative source. In such case, the Supplier should be entitled to receive full Fixed Charge and Availability, since it is willing to offer supply from alternate source at same tariff, but such supply is refused by Utility	The Supplier should be entitled to recover full fixed charge payment in case of refusal by Utility to accept alternate supply at the same or lower tariff under the PSA (if offered by the Supplier). It may be noted that the Supplier has fulfilled its obligation of	As per tender conditions.

Sr. No.	Doc	Clause No.	Existing Clause	Proposed change	Rationale	Comments
					making available contracted capacity to meet its supply requirements, but in case Utility is not accepting such supply even when there is no adverse financial implication on the Utility, the Supplier should not be penalised by way of loss of Fixed Charge.	
264.	PSA	19.1.1	Subject to the provisions of Clause 19.1.2, the Utility shall appoint a consulting engineering firm substantially in accordance with the selection criteria set forth in Schedule-I, to be the Utilities' consultant under this Agreement (the "**Utilities' Engineer**"). The appointment shall be made no later than 180 (one hundred and eighty) days from the date of this Agreement and shall be for a period of 3 (three) years. On expiry or termination of the aforesaid appointment, the Utility shall appoint a Utilities' Engineer for a further term of 3 (three) years in accordance with the provisions of Schedule-I, and such procedure shall be repeated after expiry of each appointment.	Subject to the provisions of Clause 19.1.2, the Utility shall appoint a consulting engineering firm substantially in accordance with the selection criteria set forth in Schedule-I, to be the Utilities' consultant under this Agreement (the "**Utilities' Engineer**"). The appointment shall be made no later than 180 (one hundred and eighty) days from the date of this Agreement and shall be till the CoD of the Power Station. On termination of the aforesaid appointment, the Utility shall appoint a Utilities' Engineer for the remaining period till COD in accordance with the provisions of Schedule-I, and such procedure shall be repeated after expiry of each appointment.	Bihar DISCOMs are very well managing long term Power Supply Agreements with the IPPs and they have very proven track record for managing the Power Supply Agreements. Thus, in order to reduce financial burden of end consumers of Bihar State, we propose to keep period of Utilities' Engineer throughout till the COD of the Power Station.	As per tender conditions.

Sr. No.	Doc	Clause No.	Existing Clause	Proposed change	Rationale	Comments
265.	PSA	20.1.1	The Supplier hereby agrees and undertakes that it shall achieve Financial Close within 180 (one hundred and eighty) days from the date of this Agreement and in the event of delay,……..	The Supplier hereby agrees and undertakes that it shall achieve Financial Close within 18 (eighteen) months from the date of this Agreement and in the event of delay,……..	Same as per point no 4 above.	As per tender conditions.
266.	PSA	21.4.2 & 22.8.2	Upon occurrence of a shortfall in the Minimum Fuel Stock, Availability shall be deemed to be reduced in accordance with the provisions of Clause 21.5.2 and the Non-Availability arising as a consequence thereof shall, for the purposes of payment of Fixed Charge, be deemed to be Availability to the extent of 70% (seventy per cent) of the Non-Availability hereunder. For…. if the Availability is equivalent to 70% (seventy per cent) of such Non-Availability. For the avoidance of doubt, ….. 22.8.2 In the event of any Fuel Shortage hereunder, the Fixed Charge payable for and in respect of any Non-Availability arising as a result thereof shall be equal to 70% (seventy per cent) of the Fixed Charge computed in accordance with the provisions of Clause 21.4.2.	Upon occurrence of a shortfall in the Minimum Fuel Stock, Availability shall be deemed to be reduced in accordance with the provisions of Clause 21.5.2 and the Non-Availability arising as a consequence thereof shall, for the purposes of payment of Fixed Charge, be deemed to be Availability to the extent of 100% (one hundrer per cent) of the Non-Availability hereunder. For…. if the Availability is equivalent to 100% (one hundred per cent) of such Non-Availability. For the avoidance of doubt, ….. 22.8.2 In the event of any Fuel Shortage hereunder, the Fixed Charge payable for and in respect of any Non-Availability arising as a result thereof shall be equal to 100% (one hundred per cent) of the Fixed Charge computed in accordance with the provisions of Clause 21.4.2.	In the current tender, the coal is being arranged by the Utility and hence, in case of any coal shortage due to reasons not attributable to the Supplier, the Supplier should be liable to claim 100% of Fixed Charge. There is no rational penalising supplier if the coal supplier is failed to supply requisite coal, which is even beyond reasonable control of supplier.	Clause 21.4.2 shall be as per tender conditions. Clause 22.8.2 – Please refer the published amendment document for revised clause.
267.	PSA	21.4.3	In the event that any shortfall in supply of electricity to the Utility occurs on account of deficiency in transmission beyond the Point of Grid Connection, Availability shall be deemed to be	In the event that any shortfall in supply of electricity to the Utility occurs on account of deficiency in transmission beyond the Point of Grid Connection, Availability shall be deemed to be	The Delivery Point in this tender is Ex-busbar of the Power Station i.e. Point of Grid Connection. The	As per tender conditions.

Sr. No.	Doc	Clause No.	Existing Clause	Proposed change	Rationale	Comments
			reduced in accordance with the provisions of Clause 21.5.3 and the Non-Availability arising as a consequence thereof shall, for the purposes of payment of Fixed Charge, be deemed to be Availability to the extent of 50% (fifty per cent) of the Non-Availability hereunder…..	reduced in accordance with the provisions of Clause 21.5.3 and the Non-Availability arising as a consequence thereof shall, for the purposes of payment of Fixed Charge, be deemed to be Availability to the extent of 100% (one hundred) of the Non-Availability hereunder…..	evacuation of power from the Point of Grid Connection is responsibility of the Utility. The Supplier cannot ensure Availability of the transmission line beyond the Point of Grid Connection. There is no fault of the Supplier in case power is not scheduled to the Utility because of non-availability of transmission system beyond the Point of Grid Connection. Hence, the Supplier should not be penalised by reducing Availability and thereby reducing Fixed Charges payable due to fault of transmission agency, which is even beyond reasonable control of Supplier.	
268.	PSA	21.6.1	In the event that the Availability in any month exceeds the Normative Availability,….. 50% (fifty per cent) of the Fixed Charge for Availability in excess of Normative Availability.	In the event that the Cumulative Availability in any month exceeds the Normative Availability,….. 50% (fifty per cent) of the Fixed Charge for Cumulative Availability in excess of	The Supplier is required to maintain Normative Availability during accounting year.	As per tender conditions.

Sr. No.	Doc	Clause No.	Existing Clause	Proposed change	Rationale	Comments
			Provided, however,…... For the avoidance of doubt and by way of illustration, in the event the Availability in any month shall exceed the Normative Availability….	Normative Availability. Provided, however,…... For the avoidance of doubt and by way of illustration, in the event the Cumulative Availability in any month shall exceed the Normative Availability….	Hence any incentive and damages should be Cumulative Availability basis.	
269.	PSA	21.6.2	In the event that Availability in any month is less than the Normative Availability, the….. Damages payable for such reduction in Availability. For the avoidance of doubt, the Parties agree that the Damages to be deducted for any reduction below the aforesaid Availability of 85% (eighty five per cent) shall be 25% (twenty five per cent) of the Fixed Charge which is reduced on account of shortfall in Availability below such 85% (eighty five per cent).	In the event that Cumulative Availability in any month is less than the Normative Availability, the….. Damages payable for such reduction in Cumulative Availability. For the avoidance of doubt, the Parties agree that the Damages to be deducted for any reduction below the aforesaid Availability of 85% (eighty five per cent) shall be 25% (twenty five per cent) of the Fixed Charge which is reduced on account of shortfall in Cumulative Availability below such 85% (eighty five per cent).	Same as above.	As per tender conditions.
270.	PSA	21.9.2	The Tariff and Incentives payable by the Utility under this Article 21 shall be exclusive of Service Tax, Electricity Duty, Value Added Tax or General Sales Tax, Custom Duty on Fuel or any replacement thereof, if applicable, and any Service Tax, Electricity Duty, Value Added Tax or General Sales Tax and Custom Duty on fuel thereon shall be paid by the Supplier and reimbursed by the Utility upon submission of necessary particulars by the Supplier.	Kindly clarify whether Electricity Duty on Auxiliary Consumption shall be on allowed to reimbursed? What is current rate of Electricity Duty on Auxiliary consumption of the thermal power plant ?	For abundant clarity.	As per tender conditions. Please also refer the published amendment document for revised clause.
271.	PSA	21.10.2	The Supplier shall, with each Monthly Invoice submit, …..in accordance with the provisions of Article 17; (j)	The Supplier shall, with each Monthly Invoice submit, …..in accordance with the provisions of Article 17; and (j) the	The Delivery Point under the PSA is ex-bus bar of the Power	Please refer the published amendment

Sr. No.	Doc	Clause No.	Existing Clause	Proposed change	Rationale	Comments
			adjustments, if any, on account of revision of the transmission charges referred to in Clause 5.5; (k) proportionate adjustment on account of transmission losses to be determined in accordance with Clause 5.6; and (l) the net amount payable under the Monthly Invoice.	net amount payable under the Monthly Invoice.	Station and hence transmission charges and losses shall not be applicable on the Supplier and thus point j and k are deleted.	document for revised clause.
272.	PSA	21.10.3	The Utility shall, within 30 (thirty) days of receipt of a Monthly Invoice in accordance with Clause 21.10.1 (the "**Payment Due Date**"), make payment of the amount claimed directly, through electronic transfer, to the nominated bank account of the Supplier, save and except any amounts which it determines as not payable or disputed (the "**Disputed Amounts**").	The Utility shall, within 30 (thirty) days of receipt of a Monthly Invoice in accordance with Clause 21.10.1, Supplementary Invoice in accordance with Clause 21.14.1 and Provisional Monthly Invoice in accordance with Clause 21.13.1 (the "**Payment Due Date**"), make payment of the amount claimed directly, through electronic transfer, to the nominated bank account of the Supplier, save and except any amounts which it determines as not payable or disputed (the "**Disputed Amounts**").	Publication of REA/SEA are taking 1 to 2 week's time in different states and region. Hence, for ease of cashflow, we suggest to include provision of Provisional Monthly Invoice to be raised on the last date of Month. It will reduce working capital requirement of Generator and ultimately reduce Fixed Charge to be quoted by the Bidder. For settlement of Provisional Monthly Invoice against SEA/REA energy and to raise invoice for recovery against any Change in Law, we have proposed	Please refer the published amendment document for revised clause.

Sr. No.	Doc	Clause No.	Existing Clause	Proposed change	Rationale	Comments
					provision Supplementary Invoice.	
273.	PSA	21.12	**Discount for early payment** The Parties expressly agree that in the event the Utility pays the Tariff within 5 (five) days of the date of submission of the invoice thereof,…..	**Discount for early payment** The Parties expressly agree that in the event the Utility pays the Monthly Invoice or the Provisional Monthly Invoice within 5 (five) days of the date of submission of the invoice thereof,….	Same as above.	Please refer the published amendment document for revised clause.
274.	PSA	New clause 21.13	New Clause	**Provisional Monthly Invoice** 21.13.1 A Provisional Monthly Invoice shall, be raised by the Supplier at its own discretion on the last Business Day of the month wherein the Fixed Charges shall be claimed based on the declared Availability and the Fuel Charge shall be claimed based on the Despatch of energy up to the second last day of the month.	Publication of REA/SEA are taking 1 to 2 week's time in different states and region. Hence, for ease of cashflow, we suggest to include provision of Provisional Monthly Invoice to be raised on the last date of Month. It will reduce working capital requirement of Generator and ultimately reduce Fixed Charge to be quoted by the Bidder.	As per tender conditions.
275.	PSA	New clause 21.14	New Clause	**21.14 Supplementary Invoice** 21.14.1 Either Party may raise a bill on the other Party ("**Supplementary Invoice**") for payment on account of:	For settlement of Provisional Monthly Invoice against SEA/REA energy and to raise invoice for recovery against	Please refer the published amendment document for revised clause.

Sr. No.	Doc	Clause No.	Existing Clause	Proposed change	Rationale	Comments
				a. Adjustments required by the State/Regional Energy Account (if applicable); or b. Change in Law as provided in Article 34, c. Delayed payment pursuant to Article 38.4 and such Supplementary Bill shall be paid by the other Party. 21.14.2 The Utility or the Supplier, as the case may be, shall pay the amount payable under the Supplementary Bill on or before the Payment Due Date. 21.14.3 For the payment of the Supplementary Invoice, prior to Payment Due Date, the Utility shall be entitled to deduct 0.5% (zero point five percent) of the amount stated in the concerned Supplementary Invoice by way of discount for early payment. However, no rebate shall be applicable on Supplementary Bills raised on account of Change in Law relating to Taxes. 21.14.4 In the event of delay in payment of a Supplementary Invoice by either Party in accordance with Clause 21.13.2 above, interest for the period of delay shall be payable as per Clause 21.15.	any Change in Law, we have proposed provision Supplementary Invoice.	

Sr. No.	Doc	Clause No.	Existing Clause	Proposed change	Rationale	Comments
276.	PSA	New clause 21.15	New Clause	**Late Payment Surcharge** 21.15.1 The Parties here to agree that in case the payment of Monthly Invoice / Supplementary Invoice / Provisional Monthly Invoice is delayed beyond the Payment Due Date, the provisions of the Article 38.4 shall apply.	Proposed change is for the abundant clarity.	Please refer clause 38.4.3 of the published amendment document for revised clause.
277.	PSA	22.1.1	…….For the avoidance of doubt and by way of illustration, the Parties expressly agree that if Tests determine that the Station Heat Rate at the Delivery Point is say 2,300 KCal per kWh, it shall be assumed that such Station Heat Rate has been derived after accounting for auxiliary consumption and upto the Delivery Point, if any.	…….For the avoidance of doubt and by way of illustration, the Parties expressly agree that if Tests determine that the Station Heat Rate at the Delivery Point is say 2,375 KCal per kWh, it shall be assumed that such Station Heat Rate has been derived after accounting for auxiliary consumption and upto the Delivery Point, if any. Kindly also modify SHR mentioned in Schedule – C.	Actual/approved Net SHR of newly constructed 800 MW units of Central and State Genco's is quite high as compared to 2300 kcal/kWh, as shown below: 1. NTPC Lara (2X800 MW): 2276.70 kCal/kWh 2. NTPC Kudgi (3X800 MW): 2369.32 kCal/kWh 3. GSECL Wanakbori (1X800 MW): 2372.56 kCal/kWh MSEDCL in their recently concluded thermal tender has	Please refer the published amendment document for revised clause.

Sr. No.	Doc	Clause No.	Existing Clause	Proposed change	Rationale	Comments
					also allowed Net SHR of 2,375 kcal/kWh.	
278.	PSA	22.2	**Fuel Charge**	Our suggested changes in clause 22.2 are attached as Annexure-1.	In the existing clause 22.2.3, ex-mine coal cost is lower of the indicative price of fuel quoted and 101% of price payable to CIL. Since at present there is no clarity about mines from where coal shall be supplied, the indicative price may change during operational period. Hence, we have proposed to de-link with the quoted price. In case currently, the Supplier under quote the Fuel Charge, the same discount will be applicable on the Fuel Charge payable by the Utility. In the existing clause for determination of transportation cost i.e. 22.3.4, only rail freight is allowed. During operation,	Please refer the published amendment document for amendments to various sub-clauses in Clause 22.2

Sr. No.	Doc	Clause No.	Existing Clause	Proposed change	Rationale	Comments
					coal may also lifted through Road Mode or RCR mode depending of coal offering from MCL. Hence clauses related to Road Movement and RCR movement have been added. The proposed changes from Model PSA have been accepted by MSEDCL and UPPCL during their recently concluded bid.	
279.	PSA	22.3	**Determination of GCV**	Our suggested changes in clause 22.3 are attached as Annexure-2.	This clause prescribe process for determination of GCV for the purpose of billing. This clause provides step by step process for determination of coal at Power Station end. However, clause 22.3.8 is notwithstanding clause which says that GCV of coal should not be higher than prescribed in	As per tender conditions.

Sr. No.	Doc	Clause No.	Existing Clause	Proposed change	Rationale	Comments
					clause 22.2.3/the FSA or AFSA, as the case may be. In clause 22.2.3, GCV quoted at the time of bidding is required to be mentioned. During bidding stage, the Nodal Agency as well as the Bidder is not aware about exact coal source and hence for the purpose of quotation Mid-point of Notified grade will be used as GCV which is on "As Dried Basis" (ADB). Thus, due to notwithstanding clause of 22.3.8, during operational phase of PSA, the Supplier will get Fuel Charge on ADB basis instead of ARB basis. It will result in under recovery to the Supplier for the entire project life. This 22.3 clause is suitably modified by Maharashtra State Electricity Distribution	

Sr. No.	Doc	Clause No.	Existing Clause	Proposed change	Rationale	Comments
					Company Limited (MSEDCL) and Uttar Pradesh Power Corporation Limited (UPPCL) in their recently concluded thermal tenders. The other proposed changes are for abundant clarity and avoid any conflict between the Partied during operational period.	
280.	PSA	22.4.1	Prior to the Scheduled Completion Date, the Supplier shall have executed an agreement with a supplier of Fuel for supply of Fuel sufficient for generating electricity at no less than 55% (fifty five per cent) of the Contracted Capacity……..	Prior to the Scheduled Completion Date, the Supplier and the Utility shall have executed an agreement with a supplier of Fuel for supply of Fuel sufficient for generating electricity at no less than 90% (Ninety per cent) of the Contracted Capacity……..	The linkage is allocated to the State and as per the SHAKTI Policy, tripartite Fuel Supply Agreement will be signed amongst the Utility , the Supplier and the MCL. Since, Normative Availability is 90%, the corresponding coal availability is required to be assured by the Utility.	Please refer the published amendment document for revised clause.
281.	PSA	22.5	**Terms of FSA**	Kindly delete this clause.	The Allocated Coal Linkage is arranged by the Utility under	Please refer the published amendment

Sr. No.	Doc	Clause No.	Existing Clause	Proposed change	Rationale	Comments
					para b(iv) of the SHAKTI Policy and pursuant to this Linkage tripartite FSA shall be signed between the Coal Company, the Utility and the Supplier. The draft of FSA is governed by the CIL and hence this clause should be deleted.	document for revised clause.
282.	PSA	22.6.1	Upon the Supplier meeting its obligations for and in respect of the supply of electricity to the Utility as part of the Contracted Capacity, it may generate electricity from Allocated Coal for sale thereof to Buyers subject to payment of Revenue Share to the Utility, in an amount equal to the higher of, (a) Fixed Charge and (b) 30% (thirty per cent) of the gross sale revenue accrued from Buyers for each kWh of electricity sold to any Buyer. Provided that the Utility may, in its sole discretion, reduce the Revenue Share to such extent and in such manner as it may determine from time to time.	Upon the Supplier meeting its obligations for and in respect of the supply of electricity to the Utility as part of the Contracted Capacity, it may generate electricity from Allocated Coal for sale thereof to Buyers subject to payment of Revenue Share to the Utility, in an amountin an amount equivalent to 50% of the excess realisation over and above the then applicable Tariff.	The proposed change is in the interest of the both parties i.e. the Utility and the Supplier. If 30% of the gross revenue is to be shared with the Utility, the Supplier will not sell the power when the net realisation after deducting 30% share is lower than the fuel cost. This is highly undesirable. The Supplier should be encouraged to sale unscheduled capacity even if selling price is marginal higher than the fuel cost to optimise the asset utilisation. The	As per tender conditions.

Sr. No.	Doc	Clause No.	Existing Clause	Proposed change	Rationale	Comments
					Discom is also benefited by getting 50% of the contribution.	
283.	PSA	22.7	**Minimum Fuel Stock** The Supplier shall at all times maintain a minimum stock of Allocated Coal and Fuel from AFSA, if any, which is sufficient for full production of electricity from Contracted Capacity for supply thereof to the Utility for a continuous period of 7 (seven) days (the "Minimum Fuel Stock").	**Minimum Fuel Stock** The Supplier shall at all times maintain a minimum stock of Allocated Coal and Fuel from AFSA, if any, which is sufficient for full production of electricity from Contracted Capacity for supply thereof to the Utility for a continuous period of 3 (three) days (the "Minimum Fuel Stock").	Under the present coal scenario in India, it will be difficult to arrange fuel stock for 7 days as CIL is also not supplying 100% of coal under FSA and also there is shortfall in availability of railway racks.	As per tender conditions.
284.	PSA	22.10.2	In the event the Supplier fails to procure Fuel under an AFSA, or such AFSA is not approved in full or part by the Utility or the Commission, as the case may be, the Fixed Charge payable for and in respect of any Non-Availability as a result thereof shall be equal to 70% (seventy per cent) of the Fixed Charge computed in accordance with the provisions of Clause 21.4.2.	In the event the Supplier fails to procure Fuel under an AFSA, or such AFSA is not approved in full or part by the Utility or the Commission, as the case may be, the Fixed Charge payable for and in respect of any Non-Availability as a result thereof shall be equal to 100% (one hundred per cent) of the Fixed Charge computed in accordance with the provisions of Clause 21.4.2.	In case the Supplier will arrange the coal under AFSA and the Utility or the Commission does not approve such AFSA, then there is no reason to deduct 30% of Fixed Charge payable to the Supplier.	As per tender conditions.
285.	PSA	24.4	…… The Parties further agree that the liability of the Utility hereunder shall at all times be reckoned with reference to its entitlement in the Contracted Capacity.	…… The Parties further agree that the liability of the Utility hereunder shall at all times be reckoned with reference to its entitlement in the Contracted Capacity. Provided that notwithstanding anything to the contrary contained herein above, the operation of the Power Station shall be governed in accordance	Proposed addition is for abundant clarity.	Please refer the published amendment document for revised clause.

Sr. No.	Doc	Clause No.	Existing Clause	Proposed change	Rationale	Comments
				with relevant provisions of the Grid Code.		
286.	PSA	27.2	**Appointment of Auditors**	**Request to delete this Clause**	Under the current tender, the plant is owned by the Supplier and all profit & loss is on account of the Supplier. Hence once, the Supplier is ownering the PSA, there should not be any involvement of the Utility day-to-day business of the Supplier including appointment of Statutory Auditors. Therefore, we kindly request to delete these provisions.	As per tender conditions.
287.	PSA	27.5	Dispute Resolution	**Request to delete this Clause**	Same as above.	As per tender conditions.
288.	PSA	28.7.1	Upon occurrence of a Force Majeure Event…. may be relied upon to the extent that such information is relevant.	Upon occurrence of a Force Majeure Event…. may be relied upon to the extent that such information is relevant. If there is any Dispute with respect to the determination of the costs for a Force Majeure Event payable by the Utility to the Supplier, such Disputes shall be settled through the Dispute Settlement mechanism provided in this Agreement.	The proposed modification is to avoid dispute in future.	Please refer the published amendment document for revised clause.

Sr. No.	Doc	Clause No.	Existing Clause	Proposed change	Rationale	Comments
289.	PSA	29.1 and 29.2	29.1 Compensation for default by the Supplier … 29.2 Compensation for default by the Utility …	-	It is important to highlight that all instances of default by the Supplier and Utility are already covered in the Article 31 Termination. The Utility is sufficiently protected for all events of Supplier default in the Article 31. Additionally, the term "material breach" used in this Article 29 is not defined and may broadly interpreted, posing a potential risk for both parties. Therefore, we propose to remove Article 29 be removed.	Please refer the published amendment document for revised clause.
290.	PSA	31.3.2	**Termination Payment** Upon Termination on account of a Utility Default, the Utility shall pay to the Supplier, by way of Termination Payment, an amount equal to the Fixed Charge that would have been due and payable for Normative Availability for a period of 6 (six) months as if the Power Station had operated for such 6 (six) months from the	**Termination Payment** Upon Termination on account of a Utility Default, the Utility shall pay to the Supplier, by way of Termination Payment, an amount equal to the Fixed Charge that would have been due and payable for Normative Availability for a period of 2 (two) year as if the Power Station had operated for such 2 (two) year from the date of Termination.	In order to ease the project financing by the lenders, it is requested to increase the penalty provision in case of termination on account of a Utility Default and thereby requesting to increase termination payment. This point is also agreed by the	As per tender conditions.

Sr. No.	Doc	Clause No.	Existing Clause	Proposed change	Rationale	Comments
			date of Termination.		MoP while discussing proposed changes in Model Bid Document.	
291.	PSA	Article 34	**Change in Law** **…..**	The change in law rules in the current tender should be aligned with Electricity (Timely Recovery of Costs due to Change in Law) Rules, 2021, as notified by the Ministry of Power. Please make necessary changes accordingly.	-	Please refer the published amendment document for revised clause.
292.	PSA	38.4	**Delayed payments** 38.4.1 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 if no such period is specified, within 30 (thirty) days of receiving a demand along with the necessary particulars. Unless otherwise specified in this Agreement, in the event of delay beyond such period, the defaulting Party shall pay interest for the period of delay calculated at a rate equal to 5% (five per cent) above the Bank Rate, and recovery thereof shall be without prejudice to the rights of the Parties under this Agreement including Termination thereof. 38.4.2 Unless otherwise specified, any interest payable under this Agreement shall accrue on a daily outstanding basis	**Delayed payments** 38.4.1 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 if no such period is specified, within 30 (thirty) days of receiving a demand along with the necessary particulars. The Parties hereto acknowledge and agree that the Electricity (Late Payment Surcharge and related Matters) Rules 2022 ("LPS Rules") and any extant Rules and Regulations thereof shall be applicable. In the event of payment by the Utility is made beyond the Payment Due Date as above, a Late Payment Surcharge ("LPS") shall be payable by the Utility to Supplier on the outstanding payments beyond the Payment Due Date. The rate of LPS for the first month of default as well as for successive	The proposed changes is in line with the LPS Rules published by MoP. Request you to accept it.	Please refer the published amendment document for new clause 38.4.3. No other change in clause 38.4.

Sr. No.	Doc	Clause No.	Existing Clause	Proposed change	Rationale	Comments
			and shall be compounded on the basis of quarterly rests.	months of default will be as per the terms of the LPS Rules. If the period of default lies in two or more financial years, the base rate of LPS shall be calculated separately for the periods falling in different years 38.4.2 The LPS shall be claimed by the Supplier through a Supplementary Invoice. All payments by the Utility to the Supplier for power procured from it shall be first adjusted towards LPS and thereafter, towards monthly charges, starting from the longest overdue bill. All the bills payable by the Utility to Supplier for the energy procured from it, shall be time tagged with respect to the date and time of submission of the bill and the payment made by the Utility shall be adjusted first against the oldest bill and then to the second oldest bill and so on, so as to ensure that payment against a bill is not adjusted unless and until all bills older than it have been paid for.		
293.	PSA	Definition	New Definition	"As Delivered Price" means the source specific price of CIL or its Subsidiaries at the loading point of the mine with all applicable taxes, levies and add-ons (surface transportation charges, sizing/crushing charges, rapid loading charges, and any other applicable charges of CIL/Subsidiaries) and shall not include any compensation for Short-delivery/short lifting and	As Delivered Price term is used in proposed Artcile-22.	As per tender conditions.

Sr. No.	Doc	Clause No.	Existing Clause	Proposed change	Rationale	Comments
				penalty/interest for delayed payments by the Supplier to Fuel Supplier.		
294.	PSA	Definition	"**Change in Law**" means the occurrence of any of the following after the Bid Date: (a) the enactment of any new Indian law; (b) the repeal, modification or re-enactment of any existing Indian law; (c) the commencement of any Indian law which has not entered into effect until the Bid Date; (d) a change in the interpretation or application of any Indian law by a judgement of a court of record which has become final, conclusive and binding, as compared to such interpretation or application by a court of record prior to the Bid Date; or (e) any change in the rates of any of the Taxes that have a direct effect on the Project;	"**Change in Law**" means the occurrence of any of the following after the Bid Date: (a) the enactment of any new Applicable Law including rules and regulations framed pursuant to such Applicable Law; (b) the repeal, modification or re-enactment of any existing Applicable law; (c) the commencement of any Applicable law which has not entered into effect until the Bid Date; (d) a change in the interpretation or application of any Applicable law by a judgement of a court of record which has become final, conclusive and binding, as compared to such interpretation or application by a court of record prior to the Bid Date; or (e) any change in the rates of any of the Taxes or introduction of any new Taxes that have a direct effect on the Project;	Indian Law is not defined. Applicable Law is defined term.	Please refer the published amendment document for revised clause.
295.	PSA	Definition	New Definition	"**Cumulative Availability**" means availability from the day of COD or first day of the Accounting Year, whichever is later, up to and including last day of the Month for which Monthly Invoice is being submitted.	Definition is used in computation of Fixed Charge.	As per tender conditions.

Sr. No.	Doc	Clause No.	Existing Clause	Proposed change	Rationale	Comments
296.	PSA	Definition	New Definition	"**Late Payment Surcharge**" shall have meaning as set forth in Clause 21.15;		Please refer the published amendment document for revised clause.
297.	PSA	Definition	New Definition	"**Provisional Monthly Invoice**" means the invoice raised in accordance with provisions of Clause 21.14.		As per tender conditions.
298.	PSA	Schedule-B Annexure -I	**4. Ramp Rates** All Units of the Power Station shall be capable of increasing or decreasing their output (generation level) by not less than 3% (three per cent) per minute. Such capability shall at all times be demonstrated during the Unit load of 50% (fifty per cent) or more.	**4. Ramp Rates** The ramp rates of Units of the Power Station shall be in compliance with the relevant provisions of the Central Electricity Authority (Flexible Operation of Coal based Thermal Power Generating Units) Regulations, 2023 as amended from time to time.	To comply with the presently applicable regulation of Ramp Rates.	Please refer the published amendment document for revised clause.
299.	PSA	Schedule-B Annexure -I	**5.** Each Unit of the Power Station shall have the capacity to ramp up from a cold start and reach full capacity within a period of 8 (eight) hours from the time of each start.	**5.** Each Unit of the Power Station shall have the capacity to ramp up from a cold start and reach full capacity within a period of 14 (fourteen) hours from the time of each start.	Kindly allow the time of at least 14 hours to reach full load from cold start as currently all BTG supplier prescribe the same.	Please refer the published amendment document for revised clause.
300.	PSA	Annex-3 Schedule - C	**1. Increase in Station Heat Rate** Subject to the provisions of Paragraph 2 of this Annex-III, in the event the Utility Dispatches the Power Station at a level lower than 85% (eighty five per cent) of its entitlement in the Contracted Capacity, the SHR shall be deemed to be increased as specified below…	Kindly clarify that the SHR adjustment due to lower dispatch, shall be computed on a 15 minute time-block basis.	This is for abundant clarity and to avoid disputes / litigations during the operational period.	As per tender conditions.
301.	PSA	**Substitution**	**3.4.5**	**3.4.5**	Generally, the percentage of equity transfer is at the sole	Please refer the published amendment

Sr. No.	Doc	Clause No.	Existing Clause	Proposed change	Rationale	Comments
		Agreement	The transfer of Contract hereunder to a Nominated Company may, notwithstanding anything to the contrary in this Agreement and the Power Supply Agreement, be undertaken by transfer of no less than 75% (seventy five per cent) of the equity of the Supplier to the Nominated Company, and upon such transfer hereunder, the Nominated Company shall be deemed to be the Supplier under and in accordance with the provisions of this Agreement and the Power Supply Agreement.	The transfer of Contract hereunder to a Nominated Company may, notwithstanding anything to the contrary in this Agreement and the Power Supply Agreement, be undertaken by transfer of no less than 51% (fifty one per cent) of the equity of the Supplier to the Nominated Company, and upon such transfer hereunder, the Nominated Company shall be deemed to be the Supplier under and in accordance with the provisions of this Agreement and the Power Supply Agreement.	discretion of the lenders. Moreover, Substitution Agreement can be signed by transferring 51% of the equity shares i.e., majority stake of the Company.	document for revised clause.
302.	PSA	**General**		Request to clarify power evacuation voltage level from the busbar of the Power Station.	It is required to design Switch yard of the Power Station. Change in voltage level will significantly affect the Project cost of the Power Station.	Expected 400 kV
303.	PSA	**General**		Request you to provide grade of coal to be supplied under Allocated Coal Linkage.		Details of coal linkage and grade shall be provided in due course.
304.	PSA	**General**		Requesting the Utility to arrange requisite construction power and construction water during construction period of the Power Station.		As per tender conditions. The Supplier will be responsible for making reasonable arrangements for construction power. Applicable BERC regulations and other

Sr. No.	Doc	Clause No.	Existing Clause	Proposed change	Rationale	Comments
						tariff norms of the Utilities to apply.
305.	General		Since some major portion of the land has been purchased from the farmer and locals, what is the current category of the land (Agricultural / Non-agricultural/others please specify)?			The land is currently agricultural land and will be converted to non-agricultural land before leasing the same to successful bidder.
306.	General		Does the identified land also contains forest land?			The identified land does not contain forest land.
307.	General		Currently the boundary wall has been constructed for ~5KM, what is the timeline for completion of the complete boundary wall?			Encumbrance free land will be provided to the successful bidder by the Nodal Agency.
308.	General		As part of the land been purchased from farmers and locals, is there any payment due to farmer and locals? Request to share the documents related to the public hearing.			Encumbrance free land will be provided to the successful bidder by the Nodal Agency.
309.	General		As the identified plot is within the Pirpainti village, any local concern with respect to Thermal Power plant?			There are no local concerns.
310.	General		We request BSPGCL to take the scope of the tree cutting, levelling, and backfilling of the low-lying areas, given the significant elevation difference (15-20 meters), old railway passage, presence of "Nalas" (diversion if required) and the presence of more than 3,00,000 trees (covering ~400 acres) within the plot area. Nala diversion can be taken up by			The bidder shall take all necessary steps to prepare the land and complete the project as per the bid timelines.

Sr. No.	Doc	Clause No.	Existing Clause	Proposed change	Rationale	Comments
			BSPGCL, since the "Singhia Nalah" cuts through the land parcel on North west end and separates apart ~100 to 150 Acre of land from main land parcel. Moreover ~300 to 400 Acres area nearby this nalah is low lying area which gets flooded during monsoon as per the preliminary verbal information from the locals. This will help to optimize the overall cost of Power generation.			
311.	General		Few houses (~10-12), agricultural activities (such as wheat cultivation), and cattle grazing still exist within the plot. How does BSPGCL plan to manage these?			Encumbrance free land will be provided to the successful bidder by the Nodal Agency.
312.	General		Request to share the geographical coordinates of the site.			The location of the site and the extent of land have been made available to the bidders. The lease agreement will specify the details of the land. Any further information required by bidders should be collected by the bidders themselves.
313.	General		Electric Poles and Power line exist within the plot boundary. Need clarity on the scope of relocation of these Electrical poles.			Any relocation shall be within bidder scope.

Queries/ Request for Additional Information: RFQ – DBFOO, RFP-DBFOO, PSA-DBFOO for 2400 MW Pirpainti Power Project

Sr. No.	Doc	Clause No.	Existing Clause	Proposed change	Rationale	Comments
314.	General		One temple and probably a cemetery is within plant boundary. Request BSPGCL to relocate these religious structures outside plot boundary.			Any relocation required shall be within bidder scope. The Nodal Agency and BSPHCL shall extend reasonable administrative support for the same.
315.	General		Could you please provide the ACAD, Revenue map and KML files of the entire plot (including the contour plan), soil testing report, EIA study report, MoEF approval document, Aviation Clearance report etc.?			All such clearances are the responsibility of the bidder.
316.	General		We request BSPGCL to share the DPR of the project.			Bidder to prepare the DPR for the project.
317.	General		Please share soil and water table conditions for ash pond area.			Bidder to investigate and identify such details for itself.
318.	General		Request to share Land Acquisition related document pertaining to the 2400MW plant at Pirpainti.			The Nodal Agency will provide such documents to the successful bidder.
319.	General		Request to share site information related to climatic and seismic conditions			Any such information shall be collected by the Bidder
320.	General		What statutory clearances have been obtained concerning Environment, Land, Water, Forest, and Power Evacuation?			All necessary clearances shall be obtained by the successful bidder.

Queries/ Request for Additional Information: RFQ – DBFOO, RFP-DBFOO, PSA-DBFOO for 2400 MW Pirpainti Power Project

Sr. No.	Doc	Clause No.	Existing Clause	Proposed change	Rationale	Comments
321.	General		As coal will be transported through rails, following points need clarity; 1. The nearest railway line is Pirpainti railway under Malda division of eastern railway zone. Please share location of junction from where separate rail line spur is planned for the plant, if already identified. 2. Approvals if already available for taking out rail line spur from nearby railway infrastructure 3. RoW for new line from junction to plant boundary for coal transportation. Request BSPGCL to take up land acquisition for railway infrastructure RoW. 4. We understand during site visit that new rail line from Godda to Pirpainti is also planned, please share route if its passing near the plant boundary compared to existing rail line of pirpainti along with project implementation timelines.			Bidder to collect the necessary information required.
322.	General		Request to share the Coal Linkage Documents, Coal quality parameters, Fuel Supply Agreement(FSA) etc. related to the proposed 2400MW plant			Details of coal linkage and quality will be provided in due course. FSA will be executed by the successful bidder with CIL (or its subsidiaries) subsequently.

Sr. No.	Doc	Clause No.	Existing Clause	Proposed change	Rationale	Comments
323.	General		Please clarify if the FSA covers details about coal transportation should be through BOXN or BOBRN wagons?			FSA will be based on the Model FSA for SHAKTI B(iv) Long Term. Bidder to obtain by itself any further clarity it may require.
324.	General		What is availability of Temporary Power & Water Supply required during the construction?			The Bidder will be responsible for making reasonable arrangements for construction power. Applicable BERC regulations and other tariff norms of the Utilities to apply. Any water allocation details will be provided in due course.
325.	General		We need clarity if Construction water can be planned through borewell, request BSPGCL to share necessary approvals if already been taken.			Bidder shall make necessary arrangements and obtain clearances for bore wells if required.
326.	General		What is the proposed supply mode to the Discom (CTU or STU) and capacity of the sub-station?			Supply will be through STU.
327.	General		Have approvals been obtained from the Electrical Sub-station, Water Department, and Railways for			Bidder shall be responsible for

Sr. No.	Doc	Clause No.	Existing Clause	Proposed change	Rationale	Comments
			connection to the Thermal Power Plant? Request to share relevant documents.			obtaining all necessary statutory approvals.
328.	General		Request clarity on the connection point for the Power supply and length/route power transmission line if identified. Request BSPGCL to take land acquisition for Transmission line ROW under their scope.			Transmission lines and its RoW will be in scope of Nodal Agency. Power Station and switch yard bus bar of the Power Station shall be responsibility of the Bidder.
329.	General		If possible, we request BSPGCL to consider the right of way requirements for power, rail line, and water (up to the delivery point) to be managed by BSPGCL.			Bidder shall be responsible for obtaining necessary right of way required for establishment and operation of the project.
330.	General		NH33 is ~2-2.5 km away. However, connecting road along with one ROB need to be constructed as existing connectivity is through villages (not suitable for heavy equipment /material movement). Request BSPGCL to consider ROW for the connectivity with the NH33 under their scope.			Any transportation along with required infrastructure shall be responsibility of the Bidder.
331.	General		What is discharge permission for waste water?			All permits and clearances are in the scope of the Bidder.
332.	General		Request to confirm whether there is any compulsion to use STP treated from nearest municipal corporation for cooling tower purpose. If yes, following needs clarity;			Bidder to satisfy itself about the applicable regulatory requirements. And any other details necessary

Sr. No.	Doc	Clause No.	Existing Clause	Proposed change	Rationale	Comments
			1. whether tertiary treatment already part of STP, if not then scope of setting up tertiary treatment plant shall be by BSPGCL. 2. Quality of water 3. Piping from STP to plant boundary and RoW 4. Long term availability and consistency of quality			for construction and operation of the project.
333.	General		Requet for clarity on following points and share required details if available: 1. Source of water during O&M, we believe it is from Ganga river 2. Approvals related to water allocation during O&M 3. Approval for building intake and pump house at river 4. Location of intake if already identified 5. ROW for piping from river to plant boundary and RoW for power supply lines from plant to river pump house. Request land acquisition for ROW to be under BSPGCL. 6. Water sample test reports 7. Bathymetry survey or output of any survey if already carried our for intake location at river			Water allocation approval shall be provided by the Nodal Agency. Any approvals required for establishment of water drawal facilities including pumps, Pump house, pipelines, ROW etc shall be the responsibility of the bidder.
334.	General		Considering the total land area available for project of 2400MW size, the land availability for ash pond may be restricted and needs to be worked out as part of layout development. Any possibility for availability of additional land?			Land that will be provided by the Nodal Agency is approx. 1200 acres.

Sr. No.	Doc	Clause No.	Existing Clause	Proposed change	Rationale	Comments
335.	General		Please share details of cement industry if readily available to asses the ash/gypsum utilization			Such assessment shall be in bidder's scope
336.	General		Accommodation & Facilities for Workers – Space for labor camps, staff housing etc.. Request for clarity if these have been consider within the proposed plot area?			All such arrangements shall be in the bidder's scope.
337.	RFQ	1.1.1	Period when supply must commence Unit-1: 48 months from Appointed Date Unit-2: 54 months from Appointed Date Unit-3: 60 months from Appointed Date	Period when supply must commence Unit-1: 60 months from Appointed Date Unit-2: 66 months from Appointed Date Unit-3: 72 months from Appointed Date	The timeline provided by the Utility is very short, given the fact that a 2400 MW new power plant needs to be developed. Based on our past experiences, development of power plants with such huge installed capacity, including obtaining various statutory clearances and achieving financial closure, will require minimum 6 years. Hence, please extend the existing timeline.	As per tender conditions.
338.	RFQ	1.1.2	……The land required for the Project will be provided by the Nodal Agency.	Kindly clarify the modality of transfer of land to the project developer. Will the land be transferred to the developer? In case land will be available on lease then		The location and extent of the land to be provided by the Utility will be shared with the

Sr. No.	Doc	Clause No.	Existing Clause	Proposed change	Rationale	Comments
				please provide the terms and conditions of such land lease.		bidders in revised tender documents. The land will be leased to the Supplier for nominal lease rent. Stamp duty/ registration waiver /nominal value will be required.
339.	RFQ	1.1.4	All Applicants shall submit their bids at e-Bidding Portal www.eproc2.bihar.gov.in ("Portal").	Normally, bids for thermal tender is submitted on DEEP Portal. As this is a new portal, the Utility may kindly allow bidders to familiarise themselves with the eproc portal by arranging mock rounds.		The applicants will have to submit their applications on the DEEP Portal
340.	RFQ	Append-I Annex-IV	Statutory Certificates for Net Worth and Technical Experience	We request you to kindly allow bidders to submit certificates from Practicing CA also.		Please refer the published amendment document for revised clause.
341.	RFQ	Appendices- II, III & IV	Power of Attorney, Power of Attorney for Lead Member of Consortium, Joint Bidding Agreement for Consortium	Kindly suggest the value of stamp papers for these documents.		This has to be ensured by the Bidder depending on the place of execution of the relevant document
342.	RFQ	General		We request to provide the following documents pertaining to land allocated for development: - Plot plan soft copy		The bidder may conduct necessary studies and prepare the plans.

Sr. No.	Doc	Clause No.	Existing Clause	Proposed change	Rationale	Comments
				- Land topography report Soil report		
343.	RFQ	General		We understand that the boilers, turbines, and generators of the proposed Project may be arranged by the successful bidders at its own discretion from manufacturing facilities situated within India or outside India. Please confirm.		As per tender conditions.
344.	RFP	General	Agreement will be signed by the Successful Bidder with BSPHCL and both Bihar Discoms (NBPDCL & SBPDCL).	We request that role and responsibilities of the parties should be clearly mentioned by the Nodal Agency.		The respective parties shall be responsible for their specific obligations.
345.	RFP	1.1.1	Period when supply must commence Unit-1: 48 months from Appointed Date Unit-2: 54 months from Appointed Date Unit-3: 60 months from Appointed Date	Please refer our comments in RFQ clause 1.1.1	Please refer our rationale in RFQ clause 1.1.1	As per tender conditions.
346.	RFP	2.11.2	All the documents accompanying the Bid also shall be submitted…	We understand that Appendix I i.e. Letter comprising the Bid shall only be uploaded online and is not required to be submitted in hard copy. Please confirm.		Please refer the published amendment document for revised clause.
347.	PSA	4.1.3	The Conditions Precedent required to be satisfied by the Supplier within a period of 180 (one hundred and eighty) days …	Kindly allow at least 12 months for completion of Supplier CP's.	Please note that financial closure is not possible before demonstrating the availability of land. The transfer of land from the Nodal Agency to successful bidder and thereafter,	Please refer the published amendment document for revised clause.

Sr. No.	Doc	Clause No.	Existing Clause	Proposed change	Rationale	Comments
					the financial closure requires significant time. Hence time period of 180 days is too short.	
348.	PSA	4.2	… the Utility shall pay to the Supplier Damages in an amount calculated at the rate of 0.1% (zero point one per cent) of the Performance Security …"	Clause to be modified as under: 4.2: "….the Utility shall pay to the Supplier Damages in an amount calculated at the rate of **0.3% (zero point three per cent)** of the performance Security …"	The penalty provision should be equitable for both parties.	As per tender conditions.
349.	PSA	4.4	Commencement of Contract Period	Achievement of Financial Close for start of the Commencement of Contract Period should be removed.	Contract period will commence after achievement of Appointed Date. The definition of Appointed Date does not contain the Financial Close.	As per tender conditions.
350.	PSA	4.5	**Deemed Termination upon delay** … in the event the Appointed Date does not occur, for any reason whatsoever, before the 1st (first) anniversary of the date of this Agreement or the extended period provided in accordance with this Agreement, all rights, privileges, claims and entitlements of the Supplier under or arising out of this Agreement shall be deemed to have been waived by, and to have ceased with the concurrence of the	The Deemed Termination should be triggered if Appointed Date does not occur before the 2nd (second) anniversary of the date of this Agreement or the extended period provided in terms of the Agreement.	To align the timeline for fulfillment of Conditions Precedent (as requested in Clause 4.1.3) with the Deemed Termination, suggested change is required to be done.	As per tender conditions.

Sr. No.	Doc	Clause No.	Existing Clause	Proposed change	Rationale	Comments
			Supplier, and the Power Supply Agreement shall be deemed to have been terminated by mutual agreement of the Parties.			
351.	PSA	5.2.2	The Supplier shall submit to the Utility the drafts of all Project Agreements…….....in any manner whatsoever.	If there are not review/Comments from the Utility within 15 days time period given or review then it should be constructed or deemed as acceptable by the Utility. Please clarify.	Supplier should not be liable for any Utility's failure to review and /or convey its observations on any document in any matter whatsoever.	As per tender conditions.
352.	PSA	5.7	The Supplier shall be liable for payment of all the charges, due and payable under Applicable Laws by the Supplier to the SLDC for and in respect of all its supplies to the Utility.	Rates applicable for payment of SLDC charges are decided as per SERC/CERC orders from time to time. Hence, any difference arising on account of revision from rates at Bid Date should be payable or recoverable as the case maybe by the Utility.	The obligation of the Supplier towards SLDC should be restricted to the rates applicable on the bid date only.	As per tender conditions.
353.	PSA	9.1	Performance Security Performance Security Amount is Rs. 450 Crore	Performance Security Amount to be reduced to Rs. 5L / MW, i.e. Rs. 120 Crore. Further, Performance Security shall be Valid initially for one (1) year and revolving till the six (6) months beyond the SCOD date.	The amount of Performance Security is extremely high. Penalty provisions already exist in the PSA in case of non-achievement of COD. Hence, we request the Performance Security Amount to be reduced to Rs. 5L / MW. As the additional cost will block developer's	As per tender conditions.

Sr. No.	Doc	Clause No.	Existing Clause	Proposed change	Rationale	Comments
					limit and reflect as increase in tariff.	
354.	PSA	11.2.2	1. Damages for delay to achieve any Project Milestone: 0.2% of Performance Security for each day of delay. 2. Alternate Supply to be allowed for: 180 (one hundred eighty) days	1. Damages for delay to achieve any Project Milestone: **0.1%** of Performance Security for each day of delay. 2. Alternate Supply to be allowed for: **18 (eighteen) Months**	1. Since provision of damages would impact the risk factor in the tariff and the bidder would need to factorize it in its tariff to be quoted in the Bidding, it would lead to higher Tariff discovery. 2. As a new power project is to be set up, the Generator should be allowed to supply power from an alternate source for a duration of 18 months. This would ensure that the Utility can avail power and fulfil its obligation to maintain its supply to end consumer.	Please refer the published amendment document for revised clause.
355.	PSA	Article 12	**Monitoring of Construction** …	Please delete Article 12.	Since developer is taking development and operational risks for contract period and is bound to comply with all specifications/standar	As per tender conditions.

Sr. No.	Doc	Clause No.	Existing Clause	Proposed change	Rationale	Comments
					ds as per applicable laws, Inspection by Utility Engineer is not required. We feel that Clause Article 12 is completely un-necessary and intruding into the operational freedom of the Supplier, especially under the DBFOO framework (where there is no transfer of the power plant at the end of the Concession Period).	
356.	PSA	13.5.1	All Incomplete Works …… ….the Utility shall be entitled to recover Damages from the Supplier to be calculated and paid for each day of delay until all items are completed, at the lower of, (a) 0.1% (zero point one per cent) of the Performance Security, and (b) 0.2% (zero point two per cent) of the cost of completing such items as estimated by the Utility's Engineer.	Please delete the Penalty provision in case of delay beyond 180 days.	Supplier is in any case being penalized for delay in achieving COD. Hence the existing clause is leading to double penalty provision.	As per tender conditions.
357.	PSA	14.1.1	The Power Station or any Unit thereof, as the case may be, shall be deemed to be complete…….. …… in accordance	Clause 14.1.1 to be suitably revised to reflect the commitment of the Utility to pay 100% of the Fixed Charges to the	As per the Document, the Utility will arrange the transmission line for	As per tender conditions.

Sr. No.	Doc	Clause No.	Existing Clause	Proposed change	Rationale	Comments
			with the provisions of Article 21. For the avoidance of doubt, the Parties expressly agree that if the Power Station is substantially completed but COD is delayed for reasons attributable to the Utility, 15% (fifteen per cent) of the Fixed Charge shall be due and payable hereunder as if COD has occurred for the Power Station or any Unit thereof, as the case may be, in addition to the extension of Concession Period under and in accordance with the provisions of this Agreement……..	Supplier in case of delay in COD attributable to the Utility.	power evacuation. In the event of delay in COD solely attributable due to Utility such as delay in arrangement of the transmission line, the Utility cannot limit the amount of Fixed Charge payable to the Supplier. This will make the PSA unbankable and financing extremely challenging. Therefore, kindly modify the provision for payment of 100% Fixed Charges.	
358.	PSA	14.1.2	In the event COD is achieved prior to the Scheduled Completion Date, the Fixed Charge due and payable to the Supplier for the period prior to the Scheduled Completion Date shall be 70% (seventy per cent) of the Base Fixed Charge specified in Clause 21.2.1....	Please modify the clause as under: In the event COD is achieved prior to the Scheduled Completion Date, the Fixed Charge due and payable to the Supplier for the period prior to the Scheduled Completion Date shall be **100% (one hundred per cent)** of the Base Fixed Charge specified in Clause 21.2.1….	If the Power station becomes operational ahead of Scheduled Completion Date, it is unreasonable to pay only 70% Fixed Charges. Since Supplier has fulfil its obligation under the PSA, i.e., to start supplying power it should be allowed payment of 100% fixed charges and applicable incentive	As per tender conditions.

Sr. No.	Doc	Clause No.	Existing Clause	Proposed change	Rationale	Comments
					in accordance with the PSA, since the same would also affect the Loan obligation of the Supplier.	
359.	PSA	14.2	Damages for delay Subject to the provisions of Clause 11.2, if COD does not occur prior to the 61st (sixty first) day…..	This clause should be deleted.	Penalty for delay in achieving COD is already covered under clause 11.2.2 of this agreement, therefore, this clause should be deleted.	As per tender conditions.
360.	PSA	15.7.2	Upon receiving the permission pursuant to Clause 15.7.1, the Supplier shall be entitled to shut down or de-commission the designated Unit for the period specified therein, and in the event of any delay in re-commissioning such Unit, the Supplier shall pay Damages to the Utility calculated at the rate of 2% (two per cent) of the Average Daily Fixed Charge for each day of delay until the Unit has been re-commissioned for generation.	The Clause may be modified as under: Upon receiving the permission pursuant to Clause 15.7.1, the Supplier shall be entitled to shut down or de-commission the designated Unit for the period specified therein.	As the Availability of power station will get reduced and accordingly, Fixed Charges will get reduced on account of reduced availability. Hence the penal provisions may be deleted in order to avoid double penalty on the Supplier.	As per tender conditions.
361.	PSA	15.9	Damages for breach of maintenance obligations	This clause should be deleted.	In case of any maintenance issue, the Availability of power station will get reduced and accordingly, Fixed Charges will get reduced on account of	As per tender conditions.

Sr. No.	Doc	Clause No.	Existing Clause	Proposed change	Rationale	Comments
					reduced availability. Therefore, kindly delete the said clause.	
362.	PSA	18.6	**Substitute Supply** In the event the Availability of the Power Station is reduced on account of Scheduled Maintenance, Unscheduled Maintenance or Force Majeure, the Supplier may, with prior consent of the Utility, which consent the Utility may deny in its sole discretion or convey acceptance with such conditions as it may deem fit, supply electricity from any alternative source, including Merchant Capacity, ……..	In case the Supplier is supplying power from any alternate source, and it is at same tariff or lower as specified under the PSA, the Supplier should be entitled for 100% Fixed Charges even if the Utility denies the such supply. Kindly make necessary changes in the current provision to reflect the above mentioned request.	As the Supplier by offering supply from alternate source is fulfilling its obligation under the PSA, therefore the Supplier should be paid 100% Fixed Charge in accordance with the PSA provisions.	As per tender conditions.
363.	PSA	Article 19	Utility's Engineer	Duties and Function of the Utility's Engineer should be limited till the COD of the Power Station. Hence, request to remove the role and functions of Utility's Engineer during Operation phase and accordingly, all referencing and related clauses should be removed.	Since it is a DBFOO project, the plan will be under control of the Supplier during operational period. Hence there is no requirement of Utility Engineer as all the plant related activities will be in the scope of Supplier.	As per tender conditions.
364.	PSA	20.1.1	The Supplier hereby agrees and undertakes that it shall achieve Financial Close within 180 (one hundred and eighty) days from the date of this Agreement ……	Kindly change 180 days to 24 months in line with our requested change in CP period in Clause 4.1.3.	Timeline for Financial Close should be aligned with the timeline for achievement of Conditions Precedent	As per tender conditions.

Sr. No.	Doc	Clause No.	Existing Clause	Proposed change	Rationale	Comments
					as requested in clause 4.1.3, i.e., 24 months.	
365.	PSA	21.2.4	The Initial Fixed Charge shall be deemed to be the Base Fixed Charge for the Accounting Year in which COD occurs, and for each subsequent Accounting Year, the applicable Base Fixed Charge shall be determined by decreasing the Base Fixed Charge for the immediately preceding Accounting Year by 2% (two per cent) thereof……	Kindly clarify that the reduction of 2% in the Fixed Charge will be applicable in subsequent FY of the year in which the COD of last Unit (3rd Unit) of the power station will occurred.		As per tender conditions.
366.	PSA	21.4.1	Subject to the provisions of this Clause 21.4, the Base Fixed Charge, as corrected for variation in WPI Index in accordance with Clause 21.3 shall be the Fixed Charge payable for Availability in each month of the relevant Accounting Year.	It is suggested that the payment of Fixed Charges be linked to Cumulative Availability. This practice is also followed in CERC Tariff Regulations. Hence kindly modify the provisions accordingly.	This practice is also followed in CERC Tariff Regulations and allowed in previously concluded tenders.	Please refer the published amendment document for revised clause.
367.	PSA	21.4.3	In the event that any shortfall in supply of electricity to the Utility occurs on account of deficiency in transmission beyond the Point of Grid Connection, Availability shall be deemed to be reduced in accordance with the provisions of Clause 21.5.3 and the Non-Availability arising as a consequence thereof shall, for the purposes of payment of Fixed Charge, be deemed to be Availability to the extent of 50% (fifty per cent) of the Non-Availability hereunder. …….	100% fixed charge recovery should be permitted in case of transmission deficiency.	Transmission beyond plant ex-bus is in Utility's scope and any transmission deficiency is beyond the control of Supplier.	As per tender conditions.
368.	PSA	21.5.2	In the event Fuel stocks decline below the Minimum Fuel Stock, Availability shall be deemed to be reduced	This clause should be deleted.	Since this is fuel arranged by the Utility, in any such	As per tender conditions.

Sr. No.	Doc	Clause No.	Existing Clause	Proposed change	Rationale	Comments
			proportionate to the reduction in Minimum Fuel Stock, and shall be deemed as Non-Availability on account of Fuel Shortage……		event, the risks for the decline of Fuel Stock cannot be borne by the Supplier.	
369.	PSA	21.6.1	In the event that the Availability in any month exceeds the Normative Availability, the Supplier shall, in lieu of a Fixed Charge, be entitled to an Incentive which shall be calculated and paid at the rate of 50 % (fifty per cent) of the Fixed Charge for Availability in excess of Normative Availability. Provided, however, that any Incentive hereunder shall be due and payable only to the extent of Despatch of the Power Station. For the avoidance of doubt and by way of illustration, in the event the Availability in any month shall exceed the Normative Availability by 3% (three per cent) of the Contracted Capacity but the Despatch during that month shall exceed 1% (one per cent) of the entitlement of the Utility in the Contracted Capacity, the Incentive payable hereunder shall be restricted to such 1% (one per cent) only.	**Please modify clause as under:** In the event that the Availability in any month exceeds the Normative Availability, the Supplier shall, in lieu of a Fixed Charge, be entitled to an Incentive which shall be calculated and paid at the rate of 50 % (fifty per cent) of the Fixed Charge for Availability in excess of Normative Availability. ~~*Provided, however, that any Incentive hereunder shall be due and payable only to the extent of Despatch of the Power Station. For the avoidance of doubt and by way of illustration, in the event the Availability in any month shall exceed the Normative Availability by 3% (three per cent) of the Contracted Capacity but the Despatch during that month shall exceed 1% (one per cent) of the entitlement of the Utility in the Contracted Capacity, the Incentive payable hereunder shall be restricted to such 1% (one per cent) only.*~~	Incentive should be based on the Availability of power station	As per tender conditions.
370.	PSA	22.1.1	The heat energy input, in kCal, required for generation and supply of 1 (one) kWh of electricity at the Point of Grid Connection … Provided further that the aforesaid SHR shall be deemed to be increased by 0.15% (zero point one five per cent) per annum on each successive	The SHR degradation rate should be more than 0.15% (should be 0.4% as per international standards ASME).	SHR degradation is an important parameter, which have a significant impact on the final pricing and revenue.	Please refer the published amendment document for revised clause.

Sr. No.	Doc	Clause No.	Existing Clause	Proposed change	Rationale	Comments
			anniversary of COD and the number so arrived at shall be the applicable SHR for that year…			
371.	PSA	Article 22		The current provisions for calculation of Fuel Charge does not account the average distance of transportation of fuel in case of fuel allocation from multiple mines. Kindly make the necessary changes for the provision of the weighted average cost of transportation of fuel in this Article / Agreement, where applicable.	As the coal is allocated under SHAKTI policy, thus there are chances of allocation of coal from multiple mines. In such case, distance from all the mines should be calculated on a weighted average basis.	Please refer the published amendment document for revised clause.
372.	PSA	22.2 & 22.3	22.2 Fuel Charge … 22.3 Determination of GCV …	**Please modify clauses 22.2 & 22.3 as below:** • The PSA should provide that in case of change in the coal source viz a viz the source which would be specified by the Utility, the resultant difference shall be a complete pass-through i.e. the quoted fuel charge shall be revised to that extent. Similar provisions should also be there in case of any change in the notified price. • The Utility has indicated the transportation distance from	The DBFOO model and even Clause 3.5.2 of the RFP specifies that the Fuel Charge is intended to be as pass-through. However, it appears that this pass-through intent is not adequately address in the PSA in light of this being a SHAKTI B(iv) bid wherein the coal is being	Please refer the published amendment document for revised clause.

Sr. No.	Doc	Clause No.	Existing Clause	Proposed change	Rationale	Comments
				loading siding to the project site based on which Bidder has computed the Transportation Cost. The PSA should provide that in case of any change in (i) the loading siding viz a viz that specified by Utility; and/or (ii) change in rail freights and/or (iii) transit losses, which are also allowed in tariff regulations. • For the purpose of computing the Fuel Charge, the GCV should be considered on as-fired basis, measured at the mill bunker, since that is the most accurate assessment of the actual heating value received by the Supplier. The same may be verified through third party sampling / certification. • For any fuel the payments for the same shall be on actual basis. • Moreover, for coal mines from where siding is not available or in future becomes unavailable, the cost of alternative transport i.e. through road etc. should be paid to the Supplier on actuals.	arranged by the Procurer. Hence we request that the suggested points be suitably incorporated in the Clause 22.2 and 22.3.	
373.	PSA	22.3.8	Notwithstanding anything to the contrary in this Article 22, the Parties expressly agree that the Utility shall not be liable to any payments in respect of the cost of Fuel, if such payments exceed the amounts due and payable in accordance	Please delete this Clause	Not practical as there is no provision for the Bidder to factor the same in the submission. It is not possible to get	As per tender conditions.

Sr. No.	Doc	Clause No.	Existing Clause	Proposed change	Rationale	Comments
			with the provisions of the Clause 22.2.3/the FSA or AFSA, as the case may be, in respect of the price of Fuel or the GCV thereof and any additional burden in this behalf shall at all times be borne by the Supplier.		Financial Closure with this provision.	
374.	PSA	22.5	Terms of FSA …	These clause shall not be accepted by CIL and its subsidiaries. It is also not in any control of the Bidder. Hence requested for removal.	Please delete this Clause 22.5	Please refer the published amendment document for revised clause.
375.	PSA	22.6.1	Upon the Supplier meeting its obligations for and in respect of the supply of electricity to the Utility as part of the Contracted Capacity, it may generate electricity from Allocated Coal for sale thereof to Buyers subject to payment of Revenue Share to the Utility, in an amount equal to the higher of, (a) Fixed Charge and (b) 30% (thirty per cent) of the gross sale revenue accrued from Buyers for each kWh of electricity sold to any Buyer. Provided that the Utility may, in its sole discretion, reduce the Revenue Share to such extent and in such manner as it may determine from time to time	Upon the Supplier meeting its obligations for and in respect of the supply of electricity to the Utility as part of the Contracted Capacity, or if Utility is not able to schedule any part of the Contracted Capacity, it may generate electricity from Allocated Coal for sale thereof to Buyers.	As the Utility is not scheduling the power, the Supplier is free to sell power to any other bidders and the Utility cannot claim revenue share for the electricity sold to other bidders.	As per tender conditions.
376.	PSA	22.7	**Minimum Fuel Stock** The Supplier shall at all times maintain a minimum stock……	Kindly delete this clause.	Since fuel will be arranged by the Utility, in any such event, the risks for the decline of Fuel Stock cannot be borne by the Supplier.	As per tender conditions.

Sr. No.	Doc	Clause No.	Existing Clause	Proposed change	Rationale	Comments
377.	PSA	22.8.2	In the event of any Fuel Shortage hereunder, the Fixed Charge payable for and in respect of any Non-Availability arising as a result thereof shall be equal to 70% (seventy per cent) of the Fixed Charge computed in accordance with the provisions of Clause 21.4.2	Please allow full (100%) Fixed Charge Payment in case of Fuel Shortage.	Since fuel will be arranged by the Utility under BIV SHAKTI policy, therefore, the Supplier is not responsible for any fuel shortage since same is beyond Supplier's control. Further, it is not possible to get Financial Closure with this provision. The Supplier cannot assume the risk of Fuel when the same is being expressly arranged by the Utility. .	Please refer the published amendment document for revised clause.
378.	PSA	22.10.1	*If the Supplier enters into an AFSA in accordance with the provisions of Clause 22.9, the Fuel Charge payable by the Utility for any electricity produced from such Fuel shall be determined on the basis of Landed Fuel Cost to be computed in accordance with this Article 22.*	We understand that imported coal would be allowed under AFSA with prior approval of the Utility. In this regards, Utility may kindly clarify and confirm that for the purpose of calculation of Landed Fuel Cost, the actual cost incurred by the Supplier for such imported coal will be allowed.		As per tender conditions.
379.	PSA	22.10.2	In the event the Supplier fails to procure Fuel under an AFSA, or such AFSA is not approved in full or part by the Utility	If AFSA is not permitted by the Utility in full or part, the Supplier shall be entitled to recover 100% Fixed Charge	As the coal will be arranged by the Procurer, in case of	As per tender conditions.

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			or the Commission, as the case may be, the Fixed Charge payable for and in respect of any Non-Availability as a result thereof shall be equal to 70% (seventy per cent) of the Fixed Charge computed in accordance with the provisions of Clause 21.4.2.	for any such Non-Availability due to any shortfall in coal supply.	any coal shortfall, the Supplier should be encouraged to arrange the alternate fuel immediately, to ensure continuous power supply.	
380.	PSA	22.11	Reporting of Fuel stock	Please delete the Clause.	Intimation of fuel stock on each day by 1100 hrs is not possible, so clause should be deleted since the principal clause relating to fuel shortage itself is not an acceptable formulation.	As per tender conditions.
381.	PSA	24.1.3	Scheduling and supply of electricity from Open Capacity may be undertaken by the Supplier in such manner as it may determine in conformity with the Grid Code.	Please delete the Clause.	The whole capacity of the Power Station is tied up with Bihar, hence there is no Open Capacity.	Please refer the published amendment document for revised clause.
382.	PSA	Article 27	Accounts and Audit	Please delete Article 27.	The entire Article 27 is an unnecessary interference, especially under a DBFOO framework, and needs to be dropped	As per tender conditions.
383.	PSA	31.1.1	**Termination for Supplier Default** Cure Period: 90 days	Cure Period: 120 days	Cure period should be kept equal for both the Supplier and the Utility.	As per tender conditions.

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384.	PSA	31.1.1 (c)	the Supplier does not achieve the latest outstanding Project Milestone or the Scheduled Completion Date, as the case may be, due in accordance with the provisions of Schedule-E and continues to be in default for 180 (one hundred and eighty) days;	the Supplier does not achieve the latest outstanding Project Milestone or the Scheduled Completion Date, as the case may be, due in accordance with the provisions of Schedule-E and continues to be in default for **12 (twelve) Months**;	Kindly increase the time as, the default time period of 180 days is very less for a project with such huge Installed capacity, which requires many statutory clearances as well.	As per tender conditions.
385.	PSA	31.3.2	Upon Termination on account of a Utility Default, the Utility shall pay to the Supplier, by way of Termination Payment, an amount equal to the Fixed Charge that would have been due and payable for Normative Availability for a period of 6 (six) months as if the Power Station had operated for such 6 (six) months from the date of Termination.	Kindly modify the clause as mentioned below: Upon Termination on account of a Utility Default, the Utility shall pay to the Supplier, by way of Termination Payment, an amount equal to the Fixed Charge that would have been due and payable for Normative Availability for a period of 3 (three) years as if the Power Station had operated for such 3 (three) years from the date of Termination.	Substantial amount of money should be paid by the Utility in case of termination on account of Utility default as the Supplier has made a huge investment in the development of new power station. Further, the Supplier will be liable for repayment of loans.	As per tender conditions.
386.	PSA	31.3.4	Termination Payment shall be due and payable within 15 (fifteen) days of a demand being made with the necessary particulars, and in the event of any delay, the defaulting Party shall pay interest at a rate equal to 3% (three per cent) above the Bank Rate on the amount of Termination Payment remaining unpaid; ….	Termination Payment shall be due and payable within 15 (fifteen) days of a demand being made with the necessary particulars, and in the event of any delay, the defaulting Party shall pay interest at a rate equal to **5% (five per cent)** above the Bank Rate on the amount of Termination Payment remaining unpaid; ….	Interest should be kept at 5% above the Bank Rate, to be paid by the defaulting party so as to protect the other party from any financial burden in case of termination.	As per tender conditions.

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387.	PSA	Article 34	Change in Law	Please modify the Article in line with the Change in Law rules 2021 published by Ministry of Power.	Article 34	Please refer the published amendment document for revised clause.
388.	PSA	Article 34		MoP's Revised Policy for Biomass Utilization, 2021 directs cofiring of Biomass with coal in Thermal Power Plants. Kindly note that at this stage, bidders cannot envisage the cost of Bio-mass firing and hence, is not factoring such cost in the Base Fixed Charge. Hence, any cost implication to the Supplier on account of biomass utlization, shall be reimbursed to the Supplier on actual basis under the change in law. Please confirm.	Article 34	As per tender conditions.
389.	PSA	Ar. 39 Definition	"Applicable Laws" means all laws, brought into force and effect by GOI or the State Government including rules, regulations and notifications made thereunder, and judgements, decrees, injunctions, writs and orders of any court of record, applicable to this Agreement and the exercise, performance and discharge of the respective rights and obligations of the Parties hereunder, as may be in force and effect during the subsistence of this Agreement;	Kindly also include circulars, notices, policies, etc in the scope of Applicable Law.		As per tender conditions.
390.	PSA	Schedule-B Annexure -1	5. Each Unit of the Power Station shall have the capacity to ramp up from a cold start and reach full capacity within a	5. Each Unit of the Power Station shall have the capacity to ramp up from a cold start and reach full capacity within	Sufficient time will be required for the Unit to reach full load from a cold start.	Please refer the published amendment document for revised clause.

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			period of 8 (eight) hours from the time of each start	a period of 12 (twelve) hours from the time of each start		
391.	PSA	Sch. C	Specified SHR is 2300 kCal / kWh	Please allow Net SHR of 2400 kCal / kWh for technical reasons. Even CERC as well as MPERC Tariff Regulations allow for Net SHR higher than 2300 kCal / kWh.		As per tender conditions.
392.	PSA	Schedule-C Annex-1	1 Specifications and Standards	Kindly also incorporate that the Power Station should comply with the Central Electricity Authority (Flexible Operation of Coal based Thermal Power Generating Units) Regulations, 2023	The said regulations have been issued post the publication of Model Bidding Documents, and hence should incorporate the new regulations as well.	Please refer the published amendment document for revised clause.
393.	PSA	Sch. C	Subject to the provisions of Paragraph 2 of this Annex-III, in the event the Utility Dispatches the Power Station at a level lower than 85% (eighty five per cent) of its entitlement in the Contracted Capacity, the SHR shall be deemed to be increased as specified below. …	Kindly clarify that this SHR adjustment will be on a 15 minute time block basis.		As per tender conditions.
394.	PSA	Substitution Agreement	3.4.5 Transfer of equity: 75%	The provisions of transfer of Equity should be kept open.	As per our experience, this condition will depend on how much equity is pledged by the Supplier to their lenders. Hence the provision should be kept open in order to	Please refer the published amendment document for revised clause.

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					avoid future discrepancies.	