

GEPL (3.5 MW) Medium-term Tender
GEPL Response to the
Queries on Tender Document No. - GEPL/Power/2018-19/G563

Sr. No.	Ref. Clause	Clause Details	Clarification Sought	GEPL Clarification
Request for Qualification				
1	<p style="text-align: center;">Clause 2.2.1 (d)</p> <p style="text-align: center;">Clause 2.12.2 (vi)</p>	<p>(d) The Power Station has access to an assured supply of Fuel;</p> <p>(vi) a copy of Fuel Supply Agreement or equivalent arrangement for the Power Station;</p>	<p>As per the notification dated 17.05.17 issued by GOI - CCEA (SHAKTI scheme), concessional fuel shall be allowed for Medium-term PPAs. The Utility may please re-confirm and allow the usage of concessional fuel for supply of power under this tender in view of the above Scheme.</p> <p>Also, Maharashtra Electricity Regulatory Commission vide its Order dated 30th October 2017 in Case No. 144 of 2017 and MA No. 20 of 2017 has allowed the usage of concessional fuel for the recent BEST Medium-Term Tender.</p>	<p>GEPL is filing the Petition before HON'BLE MAHARASHTRA ELECTRICITY REGULATORY COMMISSION for seeking approval for the necessary modification to the SBD, for permitting bids from sources using concessional fuel.</p>
2	Clause 2.12.2 (iv)	<p>Copies of Bidder's and Developer's (in case of Trading Licensee) duly audited balance sheet and profit and loss account for the preceding five years;</p>	<p>As per Clause no. 3.3.1, the Application must be accompanied by the Audited Annual Reports of the Bidder for the last 3 (three) financial years, preceding the year in which the Application is made. Kindly clarify.</p>	<p>Bidder need to submit the audited accounts for 5 years. However, the evaluation will be done as per Clause 3.3.1; wherein audited accounts for last 3 years are to be considered.</p>

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3	Clause 1.2.2	All the Bidders would be able to participate in the e-Bidding events on making payment of the requisite fees of Rs.500 per MW per requisition for the total capacity sought by the Utility for that particular requisition for which the bidder is willing to bid, to PFC Consulting Limited (PFCCL). <u>The requisite fee plus applicable taxes shall be deposited through the portal by e-Payment Gateway provided by MSTC Ltd.....</u>	While making the payment through the e-Payment Gateway provided by MSTC Ltd, there is no provision to add the applicable tax amount. By default, the link is considering Rs.1750 (3.5x500). Please clarify.	Request you to please get the same clarified from PFCCL (nodal agency appointed by Ministry of Power to facilitate E-Ra)
4			Acceptance of RfP/RfQ processing fee through NEFT/RTGS	NEFT/RTGS is acceptable. Bank details shall be published through the corrigendum.
5	Clause 2.18.1.j	“it contains an attested copy of the system generated receipt or receipt of the Utility for payments towards the cost of the RFQ process, cost of the RFP process, fees submitted to PFCCL as per Clause 1.2.2 and Bid Security as specified in Clause 1.2 ...”	Please clarify the process or how to obtain the receipt of the payment done.	Bidder shall submit the NEFT/RTGS reference number to the utility against which utility shall issue the receipt. For the purpose of bid submission, duly signed and stamped transaction details shall be considered as valid proof. Utility reserves the right to reject the bid in case the payment is not credited in the account mentioned by the utility.

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6	APPENDIX I Sl. 20	"I/We offer a Capacity of {...MW} from {Capacity, Name and address of the Project} which conforms to Clause 1.1.4 of Section A"	Kindly clarify whether the capacity to be quoted here is the Generation capacity or the Net Capacity, after accounting for the Auxiliary consumption and Dedicated Tr.Line loss if any.	Capacity to be quoted here is Net Capacity at Delivery Point
7	APPENDIX I ANNEX II	Certificate from the Statutory Auditor regarding Eligible Projects Based on its books of accounts and other published information authenticated by it, this is to certify that <i>(name of the Applicant/Associate)</i> is an equity shareholder in <i>(title of the project company)</i> and holds Rs. cr. (Rupees crore) of equity (which constitutes% of the total paid up and subscribed equity capital) of the project company. The project was commissioned on <i>(date of commissioning of the project)</i>"	The same may be modified as below in case the Bidder/Developer and Project company are the same: Certificate from the Statutory Auditor Based on the books of accounts and other published information authenticated by(The Company) having its registered office at,this is to certify that the Company has constructed and owns("the Project") from to till date. The project was commissioned on".	Bidding documents have been prepared in accordance with the MoP's Standard Bidding Documents for Medium Term procurement of Power. In this particular instance, the amounts may be written as ____ and <u>100%</u> of equity.
8	GENERAL	-	Kindly clarify whether it is required to submit Two No of PoA, since both RFQ & RFP are submitted at the same time?.	Yes. One PoA for RFQ and other PoA for RFP, since the evaluation will be done separately
9	General	-	We request you to kindly perform a mock test for reverse auction before submission of Bid for	This shall be discussed with PFCCCL. If PFCCCL accepts, then a mock bid shall be undertaken.

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			better understanding of the Bid.	
10	General	-	We request you to kindly provide the Complete Bank Account details of the Utility for payment of cost of RFQ & RFP Process, Bid Security.	The same shall be published through the Corrigendum.
11	Clause 2.2 Clause 2.2.1.b. Clause 2.2.1.c.	<p>2.2 Eligibility of Bidders</p> <p>2.2.1.b. The Bidder should either be the owner and operator of the Power Station from where electricity shall be supplied or a Trading Licensee;</p> <p>2.2.1.c. In case of Bidder being a Trading Licensee, such Trading Licensee should have executed a power purchase agreement or an equivalent arrangement with the Developer for at least the Capacity for which the Application has been made;</p> <p>2.9.1. At any time prior to the deadline for submission of Application, the Utility may,</p>	<p>MSEDCL being a DISCOM and deemed Trading Licensee as per Section 14 of the Electricity Act, 2003 intends to participate in the proposed tender. Accordingly, eligibility clause contained in the tender should be amended such that DISCOMs like MSEDCL would be able to participate in the process. AS MSEDCL is a DISCOM which is looking to sell the power to GEPL, it may be noted that the conditions applicable to the developer will not be applicable in the current tender</p> <p>Accordingly, MSEDCL requested GEPL to modify the RFQ by the issue of addenda.</p>	<p>Bidding documents have been prepared in accordance with the MoP's Standard Bidding Documents for Medium Term procurement of Power.</p> <p>There is no bar on DISCOMs like MSEDCL for bidding as a Trading Licensee.</p>

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	Clause 2.9.1	for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFQ by the issuance of Addenda		
	Glossary	<p>Definition of Trading Licensee(s):</p> <p><i>“Shall mean the Bidder / Bidder which is an Electricity Trader or a Distribution Licensee in terms of the Electricity Act, 2003 and submits its Application on the basis of an exclusive power purchase agreement executed with the entity with identified generation source from where the power is proposed to be supplied by the Bidder / Bidder”</i></p> <p>In case of Bidders like MSEDCL, being a DISCOM, it will not be possible to quote tariff on the basis of exclusive PPA with an identified generation source. This will not be in line with MoD mechanism. Hence, power will be provided from pooled power source.</p> <p>Therefore, Definition of Trading Licensee (s) should be amended accordingly so as to allow MSEDCL to bid with Lump-sum Tariff at the pooled power purchase price without including any identified generation source as a part of this tender.</p>		<p>Bidding documents have been prepared in accordance with the MoP’s Standard Bidding Documents for Medium Term procurement of Power. HON’BLE MAHARASHTRA ELECTRICITY REGULATORY COMMISSION has already rejected a similar request in BEST matter. The Trading Licensee has to identify the generating station with whom the PPA is signed.</p>
Request for Proposal				
13	Appendix – I	<p>APPENDIX – I</p> <p>30. I/ We hereby submit the following Bid and offer, as on the Bid Due Date, in accordance with the provisions of the APP and Clause 5.8 of this RFP:</p>	<p>As per the Agreement, the price bid needs to be submitted in DEEP Portal and hence this clause may be left blank. Please clarify</p>	<p>Since the bids shall be submitted through DEEP portal, the particular clause may be kept blank and signed stamped.</p>

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		A Tariff of Rs.....and paise.....\$ (Rupees....and paise.....) per kWh comprising a Base Variable Charge of Rs.....and paise.....\$ (Rupeesand paise) per kWh including (i) Rs.....and paise...\$ (Rupees....and paise....) per kWh as the cost of generation (ii) Rs.....and paise...\$ (Rupees....and paise....) per kWh as the cost of transmission charge and (iii) Rs.....and paise...\$ (Rupees....and paise....) per kWh as the cost of transmission loss		
14	2.9.2	“The Bid shall be uploaded and submitted only on the DEEP Portal, signed by a valid digital signature of the authorized signatory of the Bidder. No hard copies of the same shall be separately submitted, unless as otherwise provided herein”	Kindly clarify, Since the Bid is submitted online is there any requirement to submit and upload the APPENDIX-I of RFP.	This bidding document is based on MoP’s standard bidding Document. Therefore, Appendix I of the RFP must be uploaded.
15	APPENDIX I 29	“ I/ We shall keep this offer valid for <u>60 (sixty) days</u> from the Bid Due Date specified in the Bidding document.	As per RFQ, the Bid Validity period is 120 days from the Bid Date. Kindly clarify what is the Bid Validity Period?	The Bid Document is being modified to state validity period of 120 days from the Bid Date
16	APPENDIX I	“.....A Tariff of Rs.....and	Kindly provide an illustrative calculation to be considered for	The Intra-State transmission charges and transmission losses

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	30	paise.....\$ (Rupees....and paise.....) per kWh comprising a Base Variable Charge of Rs.....and paise.....\$ (Rupeesand paise) per kWh including (i) Rs.....and paise...\$ (Rupees....and paise....) per kWh as the cost of generation (ii) Rs.....and paise...\$ (Rupees....and paise....) per kWh as the cost of transmission charge and (iii) Rs.....and paise...\$ (Rupees....and paise....) per kWh as the cost of transmission loss..."	arriving at the Transmission charges/kWh and Losses/kWh by the Bidder.	shall not be applicable, as the Delivery Point is the Maharashtra State periphery. The Bidder will have to consider the inter-State transmission charges and inter-State transmission losses while quoting, by converting the losses to per unit terms. The inter-State transmission charges shall be calculated considering normative Availability of 85%.
	Clause 2.1.15	In case the bidder being electricity trading licensee then the trader(s) should be a Category I or Category II Trader, having a valid Licence from CERC/SERC for Inter-sate/Intra-state trading of electricity.	MSEDCL seeks clarification regarding the Trading Licensee category criteria in case of MSEDCL as per the Clause.	There is no Clause 2.1.15 in the Bid Documents of GEPL.
17	Model Agreement for Procurement of Power (APP)			
18	Clause 4.1.3	(e) procured access to the transmission system required for carrying electricity from the Power Station to the Delivery Point.	How can the Supplier ensure the access to the transmission system? The supplier can only ensure about the application submitted for Open access to STU/CTU. May kindly clarify.	Supplier is required to supply the electricity at delivery point. The responsibility before delivery point lies with Supplier.

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19	Clause 5.1.5 & 6.1.2 (a)	<p>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:</p> <p>(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, 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;</p> <p>6.1.2 (a)Non-grant of long term open access shall be mutually decided by the Utility and Supplier;</p>	<p>Since this will be a medium-term PPA, non-grant of long term access as mentioned in this clause may be clarified.</p>	<p>There is inconsistency in SBDs at both places. The clause is being modified to state “<i>Non-grant of medium term open access</i>”</p>
20	Clause 5.5	<p>Obligations relating to transmission charges</p> <p>.....For the avoidance of doubt, the Parties expressly agree that inter-state and intra-</p>	<p>Please clarify, in case of restriction imposed by STU at Mumbai/Maharashtra Periphery, i.e., after the</p>	<p>The Delivery Point is Maharashtra State Periphery. Hence, any such restriction within the State shall not affect the availability of Bidder</p>

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		state transmission of electricity shall be undertaken solely at the risk and cost of the Supplier and all liabilities arising out of any failure of inter-state and intra-state transmission shall, subject to the provisions of Clause 11.4.4, be borne by the Supplier.....	delivery point, whether there will be any impact on availability on the Bidder?	
21	Obligations relating to taxes	5.9 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. Provided, however, that all payments made by the Supplier with respect to service tax, value added tax, general sales tax or electricity duty, if any, levied on or in respect of the supply of electricity to the Utility under this Agreement shall be reimbursed by the Utility upon receipt of particulars thereof.	Please clarify the applicability of GST related components for reimbursement by the Utility.	No GST is applicable in this case as GEPL is an SEZ.
22	Clause 7.1 (o)	it shall at no time use Concessional Fuel for production of electricity and supply thereof to the Utility under this Agreement;	Request you to allow the concessional fuel for production of electricity and supply thereof to the Utility. As per SHAKTI scheme,	GEPL is filing the Petition before HON'BLE MAHARASHTRA ELECTRICITY REGULATORY COMMISSION for seeking approval for the

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			concessional fuel is allowed for medium term bid.	necessary modification to the SBD, for enabling bid submission by sources using concessional fuel.
23	Clause 9.1.1	<p>9.1 Performance Security</p> <p>9.1.1 The Supplier shall, for the performance of its obligations hereunder, provide to the Utility no later than 30 (thirty) days from the date of this Agreement, an irrevocable and unconditional guarantee from a Scheduled Bank for a sum equivalent to Rs. ***** crore (Rupees ***** crore) in the form set forth in Schedule-B (the “Performance Security”) for a period of 6 (six) months.</p>	<p>Please specify the exact applicable rate as per the SBD, which will be required for calculation of the exact amount of Performance Security.</p> <p>Also, please clarify: As per this clause, performance security is valid for a period of 6 months, whereas as per Schedule B refers that the validity of a BG is two years with an additional claim of 6 month from the date of expiry.</p>	<p>The applicable rate for Performance Security is Rs. 10 Lakh per MW.</p> <p>The Bid Document is being modified to state that the validity of the BG shall be two and half years, with an additional claim period of 6 month from the date of expiry</p>
24	Clause 10.2.1 Dispatch of unutilised Contracted Capacity	<p>10.2.1 In the event that the Utility does not require the supply of the whole or part of the Contracted Capacity for a continuous period of 24 (twenty four) hours or more, it may, by a notice of at least 72 (seventy two) hours prior to such period, specify the reduction in dispatch of the Contracted Capacity and for such reduction in supply, it shall be entitled to a</p>	<p>Does this mean, if the power is not scheduled at all, then you will pay 75% of fixed charge on annual basis?</p> <p>What is the compensation being proposed for low utilization of contracted capacity? Whether IEGC compensation will be applicable for start-stop of</p>	<p>The utility will pay 75% of fixed charges only in case the reduction in dispatch of whole or part of contracted capacity with 72 hours prior notice.</p> <p>This bidding document is based on MoP’s standard bidding Document. No other compensation is proposed for low utilization of contracted</p>

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		<p>rebate equal to 25% (twenty five percent) of the Fixed Charge payable for Availability thereof and the waived Fixed Charge under Clause 10.2.2. Provided, however, that any reduction in supply under Clause 10.2.1 shall be uniform for a block of at least 24 (twenty-four) hours and shall not vary between Peak Hours and Off-Peak Hours.</p>	<p>operation & low PLF?</p>	<p>capacity.</p>
<p style="text-align: center;">25</p>	<p style="text-align: center;">Clause 11.6</p>	<p>11.6.1 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</p>	<p>Incentive/damages should be reconciled on annual basis rather than monthly basis.</p>	<p>This bidding document is based on MoP's standard bidding Document. As per Clause 11.6.1, the incentive/damages shall be reconciled on monthly basis.</p>

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		Contracted Capacity, the Incentive payable hereunder shall be restricted to such 1% (one per cent) only.		
26	Clause 11.8.2	The Tariff and Incentives payable by the Utility under this Article 11 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 confirm, whether the bidder while quoting variable cost will exclude all taxes on fuel (coal).	Bidder shall include all taxes on fuel while quoting the variable cost. The document is being suitably modified for the same.
27	Restrictions on use of Concessional Fuel	12.5 The Supplier acknowledges that it is not entitled to use Concessional Fuel except for production of electricity and supply thereof under and in accordance with a long-term power purchase agreement with a Utility in accordance with the provisions of the Act and,	As per the notification dated 17.05.17 issued by GOI CCEA (SHAKTI scheme), concessional fuel shall be allowed for Medium-term PPAs. The Utility may please re-confirm use of concessional fuel for supply of power under this tender in view of the above Scheme.	GEPL is filing the Petition before HON'BLE MAHARASHTRA ELECTRICITY REGULATORY COMMISSION for seeking approval for the necessary modification to the SBD, for enabling bid submission by sources using concessional fuel.

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		<p>therefore, agrees and undertakes not to use any Concessional Fuel for production and supply of electricity in pursuance of this Agreement. <i>if Supplier is NOT a Trading Licensee, or</i> The Supplier undertakes that the Developer shall not use Concessional Fuel for production and supply of electricity in pursuance of this Agreement <i>if supplier is a Trading Licensee]</i> The Supplier further acknowledges and agrees that in the event of any breach of the provisions of this Clause 12.5, the Utility shall be entitled to deduct, withhold and appropriate 60% (sixty per cent) of the Tariff as Damages for and in respect of the electricity produced and supplied by use of Concessional Fuel, without prejudice to the rights of the Utility to appropriate the Performance Security and terminate this Agreement as if a Supplier Default has occurred.</p>		
28	Ramp up of	14.4 In the event the Utility dispatches less than 2% of	The timeline of 4 hours given to the Supplier for ramping up may	The timeline of 4 hours for ramping up is as per Standard

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	Despatch	Contracted Capacity at any time and requires ramping up of generation thereafter, it shall allow a period of 4 hours to the Supplier for reaching Availability equal to the Contracted Capacity. For the avoidance of doubt, the Parties agree that in the event the Supplier fails to reach such Availability within [4 (four)] hours, the shortfall thereof shall be deemed to be Mis-declaration under the provisions of Clause 11.5.5. The Parties further agree that the liability of the Utility hereunder shall at all times be reckoned with reference to the Contracted Capacity	not be adequate for cold and warm start-ups of the thermal generating Units. Therefore, the Utility may prescribe individual ramp-up time required for hot, warm and cold start-ups for such Units as per standard industry practice. As per our information available with us, from cold start up and to reach to full capacity, 8 to 10 hrs from the time of each start is required for coal based thermal power plant. Request you to correct the same.	Bidding Document.
29	Schedule B	7. Notwithstanding anything contained hereinbefore, the liability of the Bank under this Guarantee is restricted to the Guarantee Amount and this Guarantee will remain in force for the period specified in paragraph 8 below and unless a demand or claim in writing is made by the Utility on the Bank under this Guarantee, no later than 6 (six) months from the date of expiry of this Guarantee, all rights of the Utility under this Guarantee shall	The same may be modified as follows – 7. Notwithstanding anything contained hereinbefore, the liability of the Bank under this Guarantee is restricted to the Guarantee Amount and this Guarantee will remain in force for the period specified in paragraph 11 below and unless a demand or claim in writing is made by the Utility on the Bank under this Guarantee, no later than 6 (six) months from the date of expiry of	The clause is being modified as proposed by the prospective Bidder, and validity period is being extended to 2.5 years plus six months

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		be forfeited and the Bank shall be relieved from its liabilities hereunder.	this Guarantee, all rights of the Utility under this Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.	
30	Clause 14.2.2	<p>Settlement of UI Charges Subject to the provisions of the Applicable Laws, the Utility shall have the first right to despatch, in the form of UI, any surplus electricity generated from the contracted Capacity, and 90% (ninety per cent) of the revenues accruing from such UI charges, after deducting an amount equal to the Tariff payable for such Electricity, shall be paid by the Supplier to the credit of the Utility and the balance remaining may be appropriated by the Supplier.</p>	It is suggested that the same clause may be deleted as the relevant Regulations does not permit the same.	This bidding document is based on MoP's Model APP.
31	APP 11.8.2	<p>"The Tariff and Incentives payable by the Utility under this Article 11 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</p>	<p>It is suggested to modify the clause as follows: The Tariff and Incentives payable by the Utility under this Article 11 shall be exclusive of GST or any replacement thereof, if applicable, and any GST thereon shall be paid by the Supplier and reimbursed by the Utility upon submission of necessary</p>	No GST is applicable in this case as GEPL is an SEZ.

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		shall be paid by the Supplier and reimbursed by the Utility upon submission of necessary particulars by the Supplier..."	particulars by the Supplier. Also, It is requested to include Goods and Services Tax (GST) in the Definition.	
32	ARTICLE 4.2 & 4.3	<p>".....the Utility shall pay to the Supplier Damages in an amount calculated at the rate of <u>0.1% (zero point one per cent) of the Performance Security</u> for each day's delay until the fulfilment of such Conditions Precedent, subject to a maximum of 20% (twenty per cent) of the Performance Security....."</p> <p>"...the Supplier shall pay to the Utility Damages in an amount calculated at the rate of <u>0.3% (zero point three per cent) of the Performance Security</u> 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, terminate the</p>	We request you to kindly modify in such a way that, there should be equal treatment for payment of damages between Utility & supplier in case of non-fulfilment of Condition Precedents.	This bidding document is based on MoP's Model APP.

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		Agreement.....		
33	ARTICLE 5.1.4 Explanation	“.....Availability of the Power Station to its full capacity shall, in respect of any hour, mean the capacity of the Power Station to the extent it is offered by the Supplier for producing and supplying electrical energy equal tokWh per mega watt of <u>Contracted Capacity</u> over a period of one hour, after accounting for auxiliary consumption, and transmission losses upto the Point of Grid Connection,.....”	We request you to kindly specify the units that will be considered at the Point of Grid Connection for arriving at the Availability. i.e what is the auxiliary consumption & dedicated tr. line loss to be considered?	It is at the discretion of the bidder taking into consideration the connectivity of the generator. GEPL has the requirement of 1000 KWh per meg watt of contracted capacity at Maharashtra STU periphery.
34	ARTICLE 5.1.5 (a)	“.....Non-grant of <u>long term open access</u> shall be mutually decided by the Utility and Supplier;	Since the power procurement is for 2.5 Years and under Medium Term basis, we understand that there is a typo error. Request you to kindly clarify.	The document shall be modified to state medium-term open access.
35	ARTICLE 10.1	“Pursuant to the provisions of this Agreement, the Supplier shall dedicate a generating capacity of 3.5 MW to the Utility as the capacity contracted hereunder for Round the Clock (the <u>“Contracted Capacity”</u>)....”	Kindly clarify, whether the contracted capacity is the generating capacity or is it the quantum at the Nearest interconnection point of the power station with the grid?	Contracted Capacity is the quantum at the Point of Delivery, i.e. Maharashtra State periphery.

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36	Definition	“Change in Law” means the occurrence of any of the following after the Bid Date :.....	It is suggested to modify as follows: “Change in Law” means the occurrence of any of the following events after the date, which is 7 (Seven) days prior the Bid Date :.....	This bidding document is based on MoP’s Model APP.
37			Change in Law clause to be elaborated to avoid future disputes	This bidding document is based on MoP’s Model APP.
38	General	-	Since the Power requirement is from 01 st October 2018 and it requires minimum five months gap to apply for MTOA before start of supply, can the bidder supply power under Short Term Open Access to fulfill his obligations under the APP till the time MTOA is granted?	Till the time MTOA is granted, supply can be made using STOA.
39	Article 26: Definition of Concessional Fuel	<i>“Concessional Fuel” shall mean Fuel which is produced or procured by the Supplier through any form of concessional, preferential or captive allocation or sale of such Fuel or the source thereof by a Government Instrumentality or an entity owned or controlled by the</i>	Whether the generating sources receiving linkage coal allocation from Coal India Limited or its group companies or subsidiaries will be treated as ‘Concessional Fuel’?	GEPL is filing the Petition before HON’BLE MAHARASHTRA ELECTRICITY REGULATORY COMMISSION for seeking approval for the necessary modification to the SBD, for permitting bids from sources using concessional fuel.

GEPL (3.5 MW) Medium-term Tender
GEPL Response to the
Queries on Tender Document No. - GEPL/Power/2018-19/G563

Sr. No.	Ref. Clause	Clause Details	Clarification Sought	GEPL Clarification
		<p><i>Central Government or the State Government, as the case may be, but does not include Fuel, or the source thereof, which is procured through any form of bidding, auction or other means of procurement where the price of Fuel to be paid by the Supplier is determined by market forces;</i></p>		