

Clarifications/ Amendments in the RFP/RFP Documents by MUPL

SI No	Name of the Document	Clause No. and Existing provision	Clarification sought	Suggested text for the amendment	MUPL Response
	RFP				
1	RFP	SI no. 3. Page 3 Procurer intends to procure 30 MW to 170* MW power ($\pm 20\%$) as per the details given below at the Delivery Point for a period of 4 years from the Scheduled Delivery Date in accordance with the terms of the Power Purchase Agreement (PPA).	Looking at the varying power requirements in the different quarters/ years, we would request you to kindly consider bifurcation of the supply period in four individual supply periods of one year each instead of one supply period of 4 years.		MUPL has noted these concerns and may approach to Regulatory Commission for necessary changes & upon required approval it will be intimated to all Bidders.
2	RFP	SI. No. 09 of page 4 “Issue of RFP”	All RFP documents as posted in MUPL website have been downloaded by us whether any separate registration is required by the Bidder.		SI No. 9 of page 4 “Issue of RFP” is as per SBD. MUPL has requested the bidders to register themselves as per timeline in clause 2.8.2
3	RFP & PPA	Definition “Delivery Point” shall mean the STU Interface(s) within the region of the Procurer, where	Kindly clarify whether the delivery point is Connection between CTU network and Gujarat Intrastate Transmission System or MUPL’s Periphery in Gujarat		“Delivery Point” as per the definition in the SBD shall mean the STU Interface within the region of the Procurer, where power is delivered to the Procurer after it is injected by

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		<p>power is delivered to the Procurer after it is injected by the Seller at the Interconnection Point;</p> <p>Schedule 1: Names and details of the Procurer.</p> <p>Delievery Point: MUPL's Periphery in Gujarat</p>			<p>the Seller at the Interconnection Point.</p> <p>We have deleted Delivery Point: MUPL's Periphery in Gujarat from Schedule 1 of PPA.</p>
4	RFP	<p>1.3.1</p> <p>The Supply of power is permitted from operational power plants or from power plants proposed to be commissioned on or before the Scheduled Delivery Date, subject to availability of reliable power over the term of the PPA.</p>		<p>1.3.1</p> <p>The Supply of Power is permitted from the state utilities or operational power plants or from power plants proposed to be commissioned on or before the Scheduled Delivery Date. All the above mentioned transactions can be through licensed traders</p>	<p>MUPL has noted these concerns and may approach to Regulatory Commission for necessary changes & upon required approval it will be intimated to all Bidders.</p> <p>However, Bankable PPA between Licensed Traders & Distribution Licensee may be required to be submitted in lieu of Consents, Clearance and permits.</p>

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5	RFP	1.3.1 Further, all Bidders shall indicate the source of power generation from where the Contracted Capacity would be delivered and the type of fuel which shall be used. Supply of power is permitted from operational power plants or from power plants proposed to be commissioned on or before the Scheduled Delivery Date, subject to availability of reliable power over the term of the PPA.		1.3.1 The bidder shall Indicate the Quantum at the Delivery Point. The identification of the source of power generation shall not be required in case the power is being sources from a government state utility like the power utility of Chhattisgarh, etc	MUPL has noted these concerns and may approach to Regulatory Commission for necessary changes & upon required approval it will be intimated to all Bidders. However, Bankable PPA between Licensed Traders & Distribution Licensee may be required to be submitted in lieu of Consents, Clearance and permits.
6	RFP	2.2.6.2 The Bidder(s) or their authorized representative(s) is/are invited to attend pre bid	Kindly provide the tentative date for pre-Bid meeting		Time and Venue of pre-bid meeting if required will be intimated at later stage.

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		meeting(s) ... The time and venue of such meeting would be intimated at a later stage.			
7	RFP	2.2.8.1 In case of the Successful Bidder being Bidding Company and choosing to incorporate a Project Company within fifteen (15) days of the issue of Letter of Intent	Kindly provide at least 30 days of the issue of the Letter of Intent for incorporation of the project Company.		The clause is as per the Standard Bid documents.
8	RFP	Clause 2.4.1.1 vii	In case the Bidding company used its own credentials for meeting the financial qualifications, undertaking as per format 4.7B need not be submitted – Please confirm		The clause is as per the Standard Bid documents.
9	RFP	2.4.1.1 (B) viii Bidders shall have the option to quote firm Quoted Capacity Charges and /or firm Quoted	Kindly clarify whether the Bidder should quote only firm energy charges.		The clause is as per the Standard Bid documents. However, if there is any change it will be intimated separately.

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		Energy Charges for the term of the PPA, i.e. where the Quoted Escalable Capacity Charges and / or Quoted Escalable Energy Charges shall be 'nil' for all the Contract Years.			
10	RFP	Article 2.7.1	In Case of successful bidder doing bidding on its own financial strength and thus, being the Seller itself, Kindly clarify whether the minimum equity lock in as mentioned is for the investing entities in the bidding company		Kindly refer the standard Bid Documents
11	RFP	3.4.4 For the purpose of comparison of Financial Bids, the escalable components of Quoted Tariff of each Bidder shall be uniformly escalated as per the relevant inflation / escalation rates mentioned	The table in the referred clause 3.4.4 provides the Escalation rates for Escalable components of the Energy Charges. Kindly clarify whether a bidder can quote the Escalable components of the Energy charges.		The clause is as per the Standard Bid documents. However, if there is any change it will be intimated separately.

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		below. For the actual Tariff payment, such factors shall be applied as per the provisions of the PPA.			
12	RFP	3.5.6 The selection process shall stand completed once the Requisitioned Capacity has been achieved through the summation of the quantum offered by the Successful Bidders or when the balance of the Requisitioned Capacity is less than the Minimum Bid Capacity.	Kindly clarify what value for the Requisitioned Capacity will be considered for the selection of Successful Bidder as the Requisition capacity varies from 30 MW to 170 MW.		Kindly refer the Clause 3.5.7
13	RFP	3.5.12 The Procurer, in its own discretion, has the right to reject all Bids if the Quoted Tariff are not aligned to the	Kindly provide the methodology for arriving at the prevailing market rates.		The clause is as per the Standard Bid documents.

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		prevailing market prices.			
14	RFP	4. 5 Format for Bidder's composition and ownership structure. A Company's Name, Address, Nationality and Director's Details	Kindly specified the details required under the Director details.		This is as per the Standard Bidding document. Bidders need to provide following details of the Director: 1. Name 2. Address 3. Email Address 4. Telefax number
15	RFP	Format 4.8	Contents of SI No. 3 & 5 is same. Kindly clarify whether Bidding Company needs to mention both the paragraphs in its Board Resolution Format.		The clause is as per the Standard Bid documents.
16	RFP	4.9 Format of Bid Bond	Kindly provide the Complete Name and Address for the purpose of issuing Bid Bond by Bank.		MPSEZ Utilities Private Limited, Adani House, Near Mithakhali Circle, Navrangpura, Ahmedabad – 380009 Gujarat. (INDIA)
17	RFP	4.10 Format for Financial Bid	Kindly clarify whether a bidder can quote the Escalable components of the Capacity & Energy Charges		As per the provision of SBD

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18	RFP	5.2 Procurer's Information	Kindly provide the following details: 1) Details relating to Escrow cover of the procurer.		Escrow cover of the procurer will be provided (7) days prior to Bid Deadline.
19	RFP	5.9 Illustration for Bid Evaluation and Computation of Levelized Tariff.	Kindly provide the Illustration for Bid Evaluation and Computation of Levelized Tariff.		Illustration for Bid Evaluation and Computation of Levelized Tariff will be provided (7) days prior to Bid Deadline.
20	Other Documents	Financial Model	Kindly provide the document based on POC Transmission Price Methodology.		Financial Model will be provided 7 days prior to Bid submission considering CERC Directives / Guidelines.
	PPA				
1	PPA	Definitions “ Due Date” shall mean the thirtieth (30th) day after a Monthly Bill or a Supplementary Bill is received and duly acknowledged by the Procurer or, if such day is not a Business Day, the immediately succeeding Business		“Due Date” shall mean the Fifth (5 th) day after a provisional Weekly Bill or a Supplementary Bill is received and duly acknowledge by the Procurer or, if such day is not a Business Day, the immediately succeeding Business Day, by which date such Weekly Bill or a Supplementary Bill is payable by such procurer; the Final Monthly bill based upon the REA shall be raised at the	The clause is as per the Standard Bid documents.

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		Day, by which date such Monthly Bill or a Supplementary Bill is payable by such Procurer;		end of the month with the Due date after 7 days of raising the Bill.	
2	PPA	Clause No. 3.1A "The Seller shall have executed the Fuel Supply Agreement and provided a copy of the same to the procurer"		The mentioned provision has been deleted from the standard Case-I document issued by Ministry of Power	Kindly refer Standard Bid Documents considering Medium term Procurement.
3	PPA	3.1 Satisfaction of condition subsequent by the Seller. 3.1.1 The Seller agrees and undertakes to duly perform and complete the following activities at the Seller's own cost and risk within One (1) month from the Effective Date, unless such...	The duration of One (1) Month for satisfaction of conditions subsequent by Seller is very less it should be increased to Three (3) Months	3.1 Satisfaction of condition subsequent by the Seller. 3.1.1 The Seller agrees and undertakes to duly perform and complete the following activities at the Seller's own cost and risk within Three (3) month from the Effective Date, unless such...	The SBD document does not specify any time frame for Medium Term procurement considering the limited time remaining in between the Effective date and the Schedule Delivery date for Supply Period

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4	PPA	Clause 3.1.1 b) The Seller shall have obtained all the necessary permission for the medium term open access for the intrastate transmission system from the Power Station bus bar to the Injection Point (except in case of dedicated transmission lines) and have executed all necessary agreements for such transmission access and provided a copy of the same to the Procurer;		Clause 3.1.1 b) The seller shall have obtained all the necessary permission for the Medium / Short term open Access as may be mutually agreed for the intrastate transmission system from the Power Station bus bar to the Injection Point (except in case of dedicated transmission lines) and have executed all necessary agreements for such transmission access and provided a copy of the same to the procurer: In case of said consents not being granted by RLDC the same shall be treated as Force Majeure.	MUPL has noted these concerns and may approach to Regulatory Commission for necessary changes & upon required approval it will be intimated to all Bidders.
5	PPA	Clause 3.1.1 d) The seller shall have obtained all consents...	In case seller being a Trader, the text needs to be appropriately modified	The seller shall ensure that the Developer has obtained all Consents...	The clause is as per the Standard Bid documents.

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6	PPA	4.5.5 Upon the Procurer intimating to the Seller of its intention and willingness to avail of the part or whole of the Available Capacity corresponding to the Contracted Capacity not availed of and therefore sold to the third party, the Seller shall, notwithstanding anything contained in the arrangement between the Seller and any third party, commence supply of such capacity to the Procurer from the later of two (2) hours from receipt of notice..	The duration of 2 hours for reinstating the supply of power to the Procurer is very less; it should be at least 24 hours.	4.5.5 Upon the Procurer intimating to the Seller of its intention and willingness to avail of the part or whole of the Available Capacity corresponding to the Contracted Capacity not availed of and therefore sold to the third party, the Seller shall, notwithstanding anything contained in the arrangement between the Seller and any third party, commence supply of such capacity to the Procurer from the later of twenty four (24) hours from receipt of notice..	The clause is as per the Standard Bid documents.
7	PPA	Clause 8.3.6 a) The Provisional Bill shall be raised by the seller on the last Business Day of the Month where ...		For the supply of power during a month, Seller will be raising weekly bills on provisional basis. For the purpose of weekly bills, each month will be divided in to four parts, starting from 00:00 hours (or	The clause is as per the Standard Bid documents.

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				<p>any other time decided by RPC) of 1st, 9th, 16th, and 24th day of the month to 24:00 hours (or any other time decided by RPC) of 8th, 15th, 23rd, and last day of the month respectively, The first three weekly bills will be raised on or after 9th, 16th, and 24th ay of the month based on the provisional energy data downloaded from the Seller RLDC website for the energy at the delivery point. Last weekly bill will be raised on the basis of Regional monthly energy account issue by Seller RPC indicating energy supplied by the Seller to MUPL at deliver point, after adjustment of energy already billed.</p>	
8	PPA	<p>12.2 Monetary Limitation of Liability 12.2.1 A Party ("Indemnifying</p>	<p>Kindly provide the Basis for arriving at the value of Rs. One (1) crore as Monetary Limitation of Liability.</p>		<p>The same has been arrived by taking into consideration the general industry trend.</p>

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		Party") shall be liable to indemnify the other Party ("Indemnified Party") under this Article 12 for any indemnity claims made in a Contract Year only up to an amount of Rupees One (1) Crore.			
9	PPA	<p>Schedule 4.2.2.1</p> <p>The Monthly Capacity Charge payment for any Month m in a Contract Year n shall be calculated as below:</p> <p>If CAA >= NA,</p> <p>$FC_m = J_j (NA * AFC_{yn} * CC * L * N_{contract} / 24) - \text{X}C(m-1)$ Else:</p>		<p>Schedule 4.2.2.1</p> <p>The Monthly Capacity Charge payment for any Month m in a Contract Year n shall be calculated as below:</p> <p>If CAA >= NA,</p> <p>$FC_m = J_j (NA * AFC_{yn} * CC * L * N_{contract} / 24) - \text{£}C(m-1)$ Else: $FC_m = J_j (AFC_{yn} * AA * CC * L * N_{contract} / 24) - \text{£}C(m-1)$</p>	Typographical Error has been corrected. X and £ should be replaced by ∑.

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		FCm= Jj (AFCyn * AA * CC * L * Ncontract / 24)- XC(m-1)			
10	PPA	SCHEDULE 6: ESCALATION INDEX	Kindly clarify whether the Bidders can quote Escalable Energy Charges also		The clause is as per the Standard Bid documents. However, if there is any change it will be intimated separately.