

NHPC LIMITED
(A Government of India Enterprise)

CIN: L40101HR1975GOI032564

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Dated: 05.11.2024

Corrigendum No.-2

Tender ID.: 2024_NHPC_821806_1

Name of the Work:- Selection of Solar Power Generators For Setting up of 1200 MW (1.2 GW) ISTS (Inter State Transmission System) Connected Solar Power Projects with 600MW/1200MWh Energy Storage Systems (ESS) on anywhere in India basis under Tariff Based Competitive Bidding with Green Shoe Option (NHPC-Tranche-VIII-Solar with Storage (2024-25)).

S. No	Clause No./ Ref.	Bid Conditions/ Description	Amendment in Clause
1	Section 2: Definitions New sub-clause, Page- 19	New Definition added	<i>lii) Peak Hours:</i> shall mean the energy scheduling hours in a day as chosen by the Buying Entity (ies) for supply of peak power from the Project. Peak Hours in this case shall be for a period of 2 hrs. during the evening from 18:00 hrs. to 23:00 hrs. out of the 24 hours of a day, to be chosen by the Buying Entity(ies).
2	Section-6 Annexure -3-PPA Clause 1.1 New sub-clause, Page-173	New Definition added	Peak Hours: shall mean the energy scheduling hours in a day as chosen by the Buying Entity (ies) for supply of peak power from the Project. Peak Hours in this case shall be for a period of 2 hrs. during the evening from 18:00 hrs. to 23:00 hrs. out of the 24 hours of a day, to be chosen by the Buying Entity(ies).
3	Section 2: Definitions Sub-clause li), Page 19	“PROJECT CAPACITY” or “INSTALLED CAPACITY” shall mean the rated AC capacity of the installed Project components, i.e. Solar PV & ESS Components of the Project, as committed in the PPA. This shall be equal to the “installed capacity” for which connectivity is sought by the SPG under the GNA Regulations.	“PROJECT CAPACITY” or “INSTALLED CAPACITY” shall mean the rated AC capacity of the installed Project components, i.e. Solar PV & ESS Components of the Project, as committed in the PPA. This shall be equal to the “installed capacity” for which connectivity is sought by the SPG under the GNA Regulations. The Generator may, however, apply for connectivity and GNA in accordance with extant Regulations.
4	Section-6 Annexure	“PROJECT CAPACITY” or “INSTALLED CAPACITY” shall mean	“PROJECT CAPACITY” or “INSTALLED CAPACITY” shall

	e -3-PPA Clause 1.1 , Page- 173	the rated AC capacity of the installed Project components, i.e. Solar PV & ESS Components of the Project, as committed in the PPA. This shall be equal to the “installed capacity” for which connectivity is sought by the SPG under the GNA Regulations.	mean the rated AC capacity of the installed Project components, i.e. Solar PV & ESS Components of the Project, as committed in the PPA. This shall be equal to the “installed capacity” for which connectivity is sought by the SPG under the GNA Regulations. The Generator may, however, apply for connectivity and GNA in accordance with extant Regulations.
5	Section-6 Annexur e -3-PPA Clause 12 (Change In Law), Sub- Clause 12. 1.1 (e) Page-206	any statutory change in tax structure or introduction of any new tax made applicable for setting up of Solar Power Project and supply of power by the SPG after the date of submission of Bid, shall be treated as per the terms of this Agreement.....	any statutory change in tax structure or introduction of any new tax made applicable for setting up of Solar Power Project and supply of power by the SPG after the date of submission of Bid, shall be treated as per the terms of this Agreement.....
6	Section 3: RfS Clause 3.9.2 (xi), Page 39	The Bidders are free to choose the ISTS substations for Interconnection of the Project to the Grid on a pan-India basis. While doing so, the Bidders shall apply due diligence while choosing the proposed substation, and may choose their substations from any one of the following options: Bids indicating substations outside the above choices will be liable for rejection.	The Bidders are free to choose the ISTS substations for Interconnection of the Project to the Grid on a pan-India basis. While doing so, the Bidders shall apply due diligence while choosing the proposed substation, and may choose their substations from any one of the following options: Bids indicating substations outside the above choices will be liable for rejection. It is, however, clarified that selection of Delivery Point by the Bidder at the time of bid submission will not be evaluated with respect to the SCSD of the Project as per the PPA.
7	Section 3: RfS Clause 3.10 (Capacity Utilization Factor) Sub- Clause 3.10 (i), Page 40	The Bidders will declare the annual CUF of the Projects (for supply of power in hours other than Peak Hours) at the time of submission of response to RfS, and the SPGs will be allowed to revise the same once within first year of COD. Thereafter, the CUF for the Project shall remain unchanged for the entire term of the PPA. The declared / revised annual CUF (for supply of power in hours other than Peak Hours) shall be between 25%-28%.	The Bidders will declare the annual CUF of the Projects (for supply of power in hours other than Peak Hours) at the time of submission of response to RfS, and the SPGs will be allowed to revise the same once within first year of COD. Thereafter, the CUF for the Project shall remain unchanged for the entire term of the PPA. The declared / revised annual CUF (for supply of power in hours other than Peak Hours) shall be

		<p>.....</p> <p>.....</p>	<p>between 25%23%-28%.</p> <p>.....</p> <p>.....</p>
8	Section-6 Format 6.9 (sl no.8) of RfS (Page 126)	<p>We confirm that Capacity Utilization Factor (CUF) of the Solar PV Project with ESS with proposed technology as selected above shall be between 25%-28% during hours other than peak hours.</p>	<p>We confirm that Capacity Utilization Factor (CUF) of the Solar PV Project with ESS with proposed technology as selected above shall be between 25%23%-28% during hours other than peak hours.</p>
9	Section-6 Annexur e-3 PPA Clause 4.4.1 (Page 185)	<p>.....</p> <p>.....The SPG will declare the annual CUF (for supply of power in hours other than Peak Hours) of the Project and will be allowed to revise the same once within first year after COD of the full project capacity. The declared / revised annual CUF shall be between 25%-28%.</p> <p>.....</p> <p>.....</p>	<p>.....</p> <p>.....</p> <p>The SPG will declare the annual CUF (for supply of power in hours other than Peak Hours) of the Project and will be allowed to revise the same once within first year after COD of the full project capacity. The declared / revised annual CUF shall be between 25%23%-28%.</p> <p>.....</p> <p>.....</p>
10	Section 3: of RfS Clause - 3.14 (Page 48 - 49)	<p>.....</p> <p>In case the project supplies energy less than the energy corresponding to the minimum CUF/Peak availability, the SPG will be liable to pay to the Procurer, penalty for the shortfall in availability of energy. The amount of such penalty will be equal to one and a half times the PPA tariff for the shortfall in energy terms, in accordance with the terms of the PPA. In case the energy available is more than the quantum corresponding to maximum CUF specified, the Solar Power Generator will be free to sell it to any other entity provided first right to refusal will vest with NHPC. In case, NHPC (if accepted by the Discom(s)/beneficiaries) purchases the excess generation, the same shall be procured at the PPA tariff.</p> <p>In order to allow optimization of operation of RE, the Generator is allowed to supply power from the RE power plant in excess of contracted capacity, to any third party or power exchange without requiring any No-Objection Certificate (NOC) from the Procurer. The Generator may also sell the power which was offered on day ahead basis to the Procurer (within Contracted Capacity) but not scheduled</p>	<p>.....</p> <p>In case the project supplies energy less than the energy corresponding to the minimum CUF/Peak availability, the SPG will be liable to pay to the Procurer, penalty for the shortfall in availability of energy. The amount of such penalty will be equal to one and a half times the PPA tariff for the shortfall in energy terms, in accordance with the terms of the PPA. In case the energy available is more than the quantum corresponding to maximum CUF specified, the Solar Power Generator will be free to sell it to any other entity provided first right to refusal will vest with NHPC. In case, NHPC (if accepted by the Discom(s)/beneficiaries) purchases the excess generation, the same shall be procured at the PPA tariff.</p> <p>In order to allow optimization of operation of RE, the Generator is allowed to supply power from the RE power plant in excess of contracted capacity, to any third party or power exchange without requiring any No-Objection Certificate (NOC) from</p>

		<p>by the Procurer, to any third party or in power exchange without requiring NOC from the Procurer.</p> <p>.....</p>	<p>the Procurer. However, in case, such power is purchased by buying entities, it shall be purchased at the PPA Tariff (plus NHPC's trading margin). The Generator may also sell the power which was offered on day ahead basis to the Procurer (within Contracted Capacity) but not scheduled by the Procurer, to any third party or in power exchange without requiring NOC from the Procurer.</p> <p>.....</p>
11	<p>Section 3 of RfS Clause 3.28 (Early Commencement of Supply of Power), Page- 65</p>	<p>New Para added</p>	<p>In case solar PV component is ready for injection of power into the grid, but the corresponding ESS component is unable to commence supply of power, the SPG will be allowed to commence power supply from solar PV component which is ready, outside the ambit of PPA, with first right of refusal for such power being vested with the Buying Entity. Subsequent to refusal of such power by the Buying Entity, the right of refusal shall vest with NHPC. In case Buying Entity/NHPC decides to buy such discrete component's power outside the PPA, such power shall be purchased @ 50% of the PPA Tariff.</p> <p>Following should be noted under such scenario: In case the Buying Entity procures such power through NHPC, trading margin of 7 paise/unit will be applicable on such power procurement. The above scenario does not qualify under the provisions of Part/Early Commencement of power supply under the RfS, PPA and PSA. This is a special scenario wherein in case Solar PV project component is ready (but the corresponding ESS component is not ready), the power supply from such solar PV component is not wasted. The above scenario will be applicable until the SPG is ready to commence power supply as per the provisions of Clause 3.28 of RfS.</p>
12	<p>Section 6 Annexure-3 PPA</p>	<p>Any excess generation over and above the quantum specified under Article 4.4.1 (i.e. generation in excess of 110%</p>	<p>Any excess generation over and above the quantum specified under Article 4.4.1 either through Part or</p>

	<p>Sub Clause- 4.4.2 , Page- 187</p>	<p>of declared annual CUF for supply of power during hours other than peak hours), may be purchased by NHPC at a tariff as per Article 9.4, only if Discom(s) consents to purchase such power. SPG shall however be entitled to install DC solar field as per its design of required output, including its requirement of auxiliary consumption and to reconfigure and repower the Project from time to time during the term of the PPA on the condition that any excess power beyond the contracted capacity specified under Article 4.4.1 may be sold to any other entity only after a first right to refusal to procure the excess power at the Tariff specified in this Agreement if Discom(s) agree to purchase such additional quantum available. The SPG shall be required to intimate NHPC about the proposed excess quantum of energy likely to be generated from the Project within any Contract Year, at least 60 days prior to the proposed date of commencement of excess generation. NHPC shall be required to intimate its approval/refusal to the SPG, for buying such excess generation not later than 30 days of receiving the above offer from the SPG. In the event the offer of the SPG is not accepted by NHPC within the said period of 30 days, such right shall cease to exist and the SPG shall, at its sole discretion, may sell such excess power to any third party. However, in case at any point of time, the peak of capacity reached is higher than the contracted capacity and causes disturbance in the system at the point where power is injected, the SPG will have to forego the excess generation and reduce the output to the rated capacity and shall also have to pay the penalty/charges (if applicable) as per applicable regulations / requirements / guidelines of CERC / SERC /SLDC or any other competent agency.</p>	<p>Full commencement of supply of power (i.e. generation in excess of 110% of declared annual CUF for supply of power during hours other than peak hours), may be purchased by NHPC at a tariff as per Article 9.4, only if Discom(s) consents to purchase such power. SPG shall however be entitled to install DC solar field as per its design of required output, including its requirement of auxiliary consumption and to reconfigure and repower the Project from time to time during the term of the PPA on the condition that any excess power beyond the contracted capacity specified under Article 4.4.1 may be sold to any other entity only after a first right to refusal to procure the excess power at the Tariff specified in this Agreement if Discom(s) agree to purchase such additional quantum available. The SPG shall be required to intimate NHPC about the proposed excess quantum of energy likely to be generated from the Project within any Contract Year, at least 60 days prior to the proposed date of commencement of excess generation. NHPC shall be required to intimate its approval/refusal to the SPG, for buying such excess generation not later than 30 days of receiving the above offer from the SPG. In the event the offer of the SPG is not accepted by NHPC within the said period of 30 days, such right shall cease to exist and the SPG shall, at its sole discretion, may sell such excess power to any third party. In order to allow optimization of operation of RE, the SPG is allowed to supply power from the Solar power plant in excess of contracted capacity, to any third party or power exchange without requiring any No-Objection Certificate (NOC) from the Procurer. The SPG may also sell the power which was offered on day ahead basis to the Procurer (within Contracted Capacity) but not scheduled by the Procurer, to</p>
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			<p>any third party or in power exchange without requiring NOC from the Procurer as per applicable regulations. It may be noted that at any instance of energy supply from the Project, priority shall be accorded by SPG to meet the power supply requirements as per PPA, before selling any quantum in the open market. Any instance of third-party sale of power from the Project by the SPG, while the supply commitments under the PPA remains unfulfilled, shall constitute a breach of SPG's obligations under the PPA and render the SPG liable for penalty @1.5 times of extant market rate/kWh (reference rate being the highest of the applicable rates in the DAM/G-DAM/RTM of IEX on that day) for the quantum of such sale. This penalty will be levied over and above the penalty for shortfall in meeting the CUF requirement during hours other than Peak Hours and supply of energy during Peak Hours. However, in case at any point of time, the peak of capacity reached is higher than the contracted capacity and causes disturbance in the system at the point where power is injected, the SPG will have to forego the excess generation and reduce the output to the rated capacity and shall also have to pay the penalty/charges (if applicable) as per applicable regulations / requirements / guidelines of CERC / SERC /SLDC or any other competent agency.</p>
13	<p>Section 6 Annexure-3 PPA Sub Clause- 4.4.5 , Page- 187</p>	New Para Added	<p>In case solar PV component is ready for injection of power into the grid, but the corresponding ESS component is unable to commence supply of power, the SPG will be allowed to commence power supply from solar PV component which is ready, outside the ambit of PPA, with first right of refusal for such power being vested with the Buying Entity. Subsequent to refusal of such power by the Buying Entity, the right of</p>

			<p>refusal shall vest with NHPC. In case Buying Entity/NHPC decides to buy such discrete component's power outside the PPA, such power shall be purchased @ 50% of the PPA Tariff.</p> <p>Following should be noted under such scenario:</p> <p>In case the Buying Entity procures such power through NHPC, trading margin of 7 paise/unit will be applicable on such power procurement. The above scenario does not qualify under the provisions of Part/Early Commencement of power supply under the RfS, PPA and PSA. This is a special scenario wherein in case Solar PV project component is ready (but the corresponding ESS component is not ready), the power supply from such solar PV component is not wasted. The above scenario will be applicable until the SPG is ready to commence power supply as per the provisions of PPA.</p>
14	Section-6 Annexure -3 - PPA Clause 9 (Applicable Tariff), Sub-Clause 9.4 Page-196	Subject to adjustment for shortfall in generation provided in Article 4.9.1, the excess generation over and above energy specified in Article 4.4.1 read with Article 4.9.1, may be purchased by NHPC at the applicable tariff as per Article 9.1, provided Discom(s) consent for purchase of such excess generation. Excess Generation by SPG if any may be procured by NHPC on advance consent of Beneficiary Discom(s), which shall be calculated only on Annual basis over committed CUF..... to any third party or in the power exchange without requiring NOC from procurer.	Deleted
15	Section-6 Annexure -3 - PPA Clause 13.3 (Procedure for cases of SPG Event of Default), Sub-	In the event the SPG fails to maintain energy supply corresponding to the value of annual CUF within the permissible lower limit of CUF declared by the SPG, on account of reasons primarily attributable to the SPG, the SPG shall be liable to pay the liquidated damages as per criteria mentioned under Article 4.4.1 of the PPA.	In the event the SPG fails to maintain energy supply corresponding to the value of annual CUF within the permissible lower limit of CUF declared by the SPG (for hours other than peak hours) or failure on the part of SPG to maintain minimum peak hour supply , on account of reasons primarily attributable to the SPG, the SPG shall be liable to pay the liquidated damages as per criteria mentioned under Article 4.4.1 of the PPA.

	Clause 13.3.1 Page-211	
16	Section 3 of RfS Clause 1.2, Page 8	In the event the SPG fails to maintain energy supply corresponding to the value of annual CUF within the permissible lower limit of CUF declared by the SPG, on account of reasons primarily attributable to the SPG, the SPG shall be liable to pay the liquidated damages as per criteria mentioned under Article 4.4.1 of the PPA.	ESS of at least 0.5 MW/1 MWh capacity for 1 MW Contracted Capacity shall mandatorily be installed as part of the Project. It is clarified that ESS charged using a source other than solar power [except to the extent of 5% as per provisions of 3.10(i) of RfS which permits sourcing of up to 5% RE power (in energy terms), on annual basis, from the green market sources/bilateral agreements, towards meeting the supply conditions stipulated in the RfS/PPA] would not qualify as solar power.....
17	Section-6 Annexure -3 - PPA Clause 1.1 (Definition), Page-174	"Solar Photovoltaic" or "Solar PV" : shall mean the Solar Photo Voltaic power project / Generating Systems with or without Energy Storage Systems (ESS), as the case may be. It is clarified that ESS charged using a source other than solar power would not qualify as solar power.	"Solar Photovoltaic" or "Solar PV" shall mean the Solar Photo Voltaic power project / Generating Systems with or without Energy Storage Systems (ESS), as the case may be. It is clarified that ESS charged using a source other than solar power [except to the extent of 5% as per provisions of 4.4.1(a) of PPA which permits sourcing of up to 5% RE power (in energy terms), on annual basis, from the green market sources/bilateral agreements, towards meeting the supply conditions stipulated in the RfS/PPA] would not qualify as solar power.
18	Annexure -3 - PPA Clause 1.1 (Definition), Page-174	"Solar Power": shall mean power from Solar Power Generating Systems with or without Energy Storage Systems (ESS), as the case may be t; It is clarified that ESS charged using a source other than solar power would not qualify as solar power	"Solar Power" : shall mean power from Solar Power Generating Systems with or without Energy Storage Systems (ESS), as the case may be t; It is clarified that ESS charged using a source other than solar power [except to the extent of 5% as per provisions of 4.4.1(a) of PPA which permits sourcing of up to 5% RE power (in energy terms), on annual basis, from the green market sources/bilateral agreements, towards meeting the supply conditions stipulated in the RfS/PPA] would not qualify as solar power

19	Section 3: RfS Clause 3.10 (Capacity Utilisation Factor (CUF) Sub-Clause 3.10(ii), Page 42	Any shortfall in supply of Peak Power below the requirement of Buying Entity shall attract separate penalties and the same shall be dealt as per the PPA. Such shortfall shall be permissible up to 30% below the energy requirement (subject to a maximum of 1MWh per MW of contracted capacity) by the Buying Entity during Peak Hours, on a monthly basis. The shortfall beyond 30% will be calculated on a daily basis, and penalty will be levied on the total shortfall aggregated in a month as provided in the PPA. It is hereby clarified that the penalty on account of shortfall in meeting the minimum annual energy requirement (hours other than peak hours) shall be levied annually and the penalty on account of shortfall in supply of energy during peak hours shall be calculated on monthly basis.	Any shortfall in supply of Peak Power below the requirement of Buying Entity shall attract separate penalties and the same shall be dealt as per the PPA. Such shortfall shall be permissible up to 30% below the energy requirement (subject to a maximum of 1MWh per MW of contracted capacity) by the Buying Entity during Peak Hours, on a monthly basis and up to 20% below the energy requirement on an annual basis. The monthly shortfall beyond 30% will be calculated on a daily basis, and penalty will be levied on the total shortfall aggregated in a month. For the annual shortfall beyond 20%, penalty will be calculated annually. In a Contract Year, the higher of these two penalties viz. monthly shortfall and annual shortfall shall be applicable, and the remaining penalty amount (based on difference of applicable penalty for that Contract Year and the cumulative penalty already levied for the previous 11 months in that Contract Year) shall be levied in the last month of the Contract Year. The shortfall beyond 30% will be calculated on a daily basis, and penalty will be levied on the total shortfall aggregated in a month as provided in the PPA. It is hereby clarified that the penalty on account of shortfall in meeting the minimum annual energy requirement (for hours other than peak hours) shall be levied separately on annual basis. annually and the penalty on account of shortfall in supply of energy during peak hours shall be calculated on monthly basis.
20	Section-6 Annexure -3 - PPA Sub-Clause 4.4.1 (b) (Right to Contracted	Any shortfall in supply of Peak Power below the requirement of Buying Entity shall attract separate penalties and the same shall be dealt as per the PPA. Such shortfall shall be permissible up to 30% below the energy requirement (subject to a maximum of 1MWh per MW of contracted capacity) by the Buying Entity during Peak Hours, on a monthly basis. The shortfall beyond 30% will be	Any shortfall in supply of Peak Power below the requirement of Buying Entity shall attract separate penalties and the same shall be dealt as per the PPA. Such shortfall shall be permissible up to 30% below the energy requirement (subject to a maximum of 1MWh per MW of contracted capacity) by the Buying Entity during Peak Hours, on a

	Capacity & Energy), Page-186	<p>calculated on a daily basis, and penalty will be levied on the total shortfall aggregated in a month as provided in the PPA i.e. for a contracted capacity of 100MW, the SPG shall provide minimum monthly peak energy (i.e. energy corresponds to 70% of the contracted capacity) as provided in column D of SCHEDULE-3 to this PPA. It is hereby clarified that the penalty on account of shortfall in meeting the minimum annual energy requirement (for hours other than peak hours) shall be levied annually and the penalty on account of shortfall in supply of energy during peak hours shall be calculated on monthly basis.</p> <p>For example, considering energy supply during Peak Hours for a particular month, the SPG was required to supply 5 MUs during Peak Hours and the SPG supplies 3 MUs during this month, then the applicable penalty for shortfall in supply during Peak Hours for this month will be Rs. 18.75 Lakhs $[(0.70 \times 5 - 3) \times 2.50 \times 1.5]$ (considering the tariff of Rs. 2.5/kWh). This penalty will be in addition to the penalty for shortfall in meeting the minimum annual CUF requirement, which is applicable for supply of power in hours other than Peak Hours.</p>	<p>monthly basis and up to 20% below the energy requirement on an annual basis. The monthly shortfall beyond 30% will be calculated on a daily basis, and penalty will be levied on the total shortfall aggregated in a month as provided in the PPA i.e. for a contracted capacity of 100MW, the SPG shall provide minimum monthly peak energy (i.e. energy corresponds to 70% of the contracted capacity) as provided in column D of SCHEDULE-3 to this PPA & and annual peak energy corresponds to 80% of the contracted capacity. For the annual shortfall beyond 20%, penalty will be calculated annually. In a Contract Year, the higher of these two penalties viz. monthly shortfall and annual shortfall shall be applicable, and the remaining penalty amount (based on difference of applicable penalty for that Contract Year and the cumulative penalty already levied for the previous 11 months in that Contract Year) shall be levied in the last month of the Contract Year. The shortfall beyond 30% will be calculated on a daily basis, and penalty will be levied on the total shortfall aggregated in a month as provided in the PPA i.e. for a contracted capacity of 100MW, the SPG shall provide minimum monthly peak energy (i.e. energy corresponds to 70% of the contracted capacity) as provided in column D of SCHEDULE 3 to this PPA. It is hereby clarified that the penalty on account of shortfall in meeting the minimum annual energy requirement (for hours other than peak hours) shall be levied separately on annual basis. annually and the penalty on account of shortfall in supply of energy during peak hours shall be calculated on monthly basis.</p> <p>For example, considering energy supply during Peak Hours for a particular month, the SPG was</p>
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			<p>required to supply 5 MUs during Peak Hours and the SPG supplies 3 MUs during this month, then the applicable penalty for shortfall in supply during Peak Hours for this month will be Rs. 18.75 Lakhs $[(0.70 \times 5 - 3) \times 2.50 \times 1.5]$ (considering the tariff of Rs. 2.5/kWh). Further, If for a Contract Year, the sum of penalties for all the 12 months for peak shortfall comes out to be Rs. 50 Lakhs and the penalty for peak shortfall on annual basis comes out to be Rs. 60 Lakhs, the applicable penalty for that Contract Year shall be Rs. 60 Lakhs. If the penalty levied on the SPG till 11 months (for shortfall in peak hour availability) of that Contract Year is Rs. 55 Lakhs, the penalty to be imposed in the last month will be Rs. 5 Lakhs.</p> <p>This penalty will be in addition to the penalty for shortfall in meeting the minimum annual CUF requirement, which is applicable for supply of power in hours other than Peak Hours.</p>
21	<p>Annexure -3 - PPA : SI No. (ii) to SCHEDULE-3 of PPA (Illustration For Penalties Applicable Against Shortfall In Energy Supply) (Page 233)</p>	<p>(ii) Penalty for shortfall in supply of energy during Peak Hours: Penalty corresponding to monthly shortfall (payable monthly) - will be levied for the months, in which the shortfall exceeds 30% of the energy requirement stipulated for Peak Hours. In this example, the penalty shall be levied for the months of January, March & June.</p> <p><input type="checkbox"/> Applicable penalty for the month of January = Rs. $(1.5 \times 2.50 \times 0.17) / 10$ = Rs.0.06375 Crores.</p> <p><input type="checkbox"/> Applicable penalty for the month of March = Rs. $(1.5 \times 2.50 \times 0.07) / 10$ = Rs.0.02625 Crores.</p> <p><input type="checkbox"/> Applicable penalty for the month of June = Rs. $(1.5 \times 2.50 \times 0.10) / 10$ = Rs.0.0375 Crores.</p> <p>Thus, the total penalty applicable for the Contract Year for shortfall in monthly energy supply during Peak Hours for the Contract Year = Rs. $(0.06375+0.02625+0.0375)$ = Rs.</p>	<p>(ii) Penalty for shortfall in supply of energy during Peak Hours: a. Penalty for monthly shortfall in peak energy: Penalty corresponding to monthly shortfall (payable monthly) - will be levied for the months, in which the shortfall exceeds 30% of the energy requirement stipulated for Peak Hours. In this example, the penalty shall be levied for the months of January, March & June.</p> <p><input type="checkbox"/> Applicable penalty for the month of January = Rs. $(1.5 \times 2.50 \times 0.17) / 10$ = Rs.0.06375 Crores.</p> <p><input type="checkbox"/> Applicable penalty for the month of March = Rs. $(1.5 \times 2.50 \times 0.07) / 10$ = Rs.0.02625 Crores.</p> <p><input type="checkbox"/> Applicable penalty for the month of June = Rs. $(1.5 \times 2.50 \times 0.10) / 10$ = Rs.0.0375 Crores.</p> <p>Thus, the total penalty applicable for the Contract Year for shortfall in monthly energy supply during Peak</p>

		<p>0.1275 Crores.</p> <p>Total penalty payable by the SPG for this Contract Year = The sum of penalty for shortfall in meeting min. annual CUF requirement (for hours other than Peak Hours) and Penalty for shortfall in supply of energy during Peak Hours = Rs. (3.765 + 0.1275) Crores = Rs. 3.8925 Crores.</p>	<p>Hours for the Contract Year = Rs. (0.06375+0.02625+0.0375) = Rs. 0.1275 Crores.</p> <p>b. Penalty for annual shortfall in peak energy: Minimum peak energy to be supplied annually = (100 MWh x 365 x 0.80) / 1000 = 29.20 MUs Actual annual peak energy supplied by the SPG = 26.30 MUs Therefore, applicable penalty = Rs. [1.5 x 2.50 x (29.20-26.30) / 10] = Rs. 1.0875 Crores</p> <p>Applicable Penalty for shortfall in supply of energy during Peak Hours for this Contract Year = Higher of the penalty corresponding to sum of monthly shortfall for the Contract Year and the penalty corresponding to annual shortfall in the Contract Year = Rs. 1.0875 Crores.</p> <p>Total penalty payable by the SPG for this Contract Year = The sum of penalty for shortfall in meeting min. annual CUF requirement (for hours other than Peak Hours) and Penalty for shortfall in supply of energy during Peak Hours = Rs. (3.765 + 0.1275 1.0875) Crores = Rs. 3.8925 4.8525 Crores.</p>
22	<p>Section 3: RfS Clause 1.10 (Guidelines For Implementation of the RfS , Page 10</p>	<p>Ministry of Power (MoP) vide its resolution No. 27/01/2023-RCM dated 28.07.2023 has issued “Guidelines for Tariff Based Competitive Bidding Process for Procurement of Power from Grid Connected Solar PV Power Projects” and its subsequent amendments dated 17.11.2023 & 02.02.2024. Further, with the objective to enable procurement of Firm and Dispatchable RE power by DISCOMs from grid-connected Renewable Energy (RE) power projects, with Energy Storage through tariff based competitive bidding, Ministry of Power has issued “Guidelines for Tariff Based Competitive Bidding Process for Procurement of Firm and Dispatchable Power from Grid Connected Renewable Energy Power Projects with Energy</p>	<p>Ministry of Power (MoP) vide its resolution No. 27/01/2023-RCM dated 28.07.2023 has issued “Guidelines for Tariff Based Competitive Bidding Process for Procurement of Power from Grid Connected Solar PV Power Projects” and its subsequent amendments dated 17.11.2023 & 02.02.2024. Further, w with the objective to enable procurement of Firm and Dispatchable RE power by DISCOMs from grid-connected Renewable Energy (RE) power projects, with Energy Storage through tariff based competitive bidding, Ministry of Power has issued “Guidelines for Tariff Based Competitive Bidding Process for Procurement of Firm and</p>

		Storage Systems” vide Gazette Resolution no. 23/03/2023- R&R dated 09.06.2023 and its subsequent amendments dated 17.11.2023 & 02.02.2024. These Guidelines have been issued under section 63 of the Electricity Act, 2003 to enable procurement of RE power by Procurers from grid-connected RE power projects, through tariff based competitive bidding. This RfS document has been prepared in line with the above Guidelines issued by MoP dated 28.07.2023 / 09.06.2023 and its subsequent amendments dated 17.11.2023 & 02.02.2024, and clarifications, issued until the last date of bid submission of this RfS.....	Dispatchable Power from Grid Connected Renewable Energy Power Projects with Energy Storage Systems” vide Gazette Resolution no. 23/03/2023- R&R dated 09.06.2023 and its subsequent amendments dated 17.11.2023 & 02.02.2024. These Guidelines have been issued under section 63 of the Electricity Act, 2003 to enable procurement of RE power by Procurers from grid-connected RE power projects, through tariff based competitive bidding. This RfS document has been prepared in line with the above Guidelines issued by MoP dated 28.07.2023 / 09.06.2023 and its subsequent amendments dated 17.11.2023 & 02.02.2024, and clarifications, issued until the last date of bid submission of this RfS..... ..
23	Section 3: RfS Clause 2(xliv) (Guidelines) Definition Modified, Page -18	“Guidelines” shall mean “Guidelines for Tariff Based Competitive Bidding Process for Procurement of Power from Grid Connected Solar PV Power Projects” notified vide Resolution No. 27/01/2023-RCM dated 28.07.2023 & “Guidelines for Tariff Based Competitive Bidding Process for Procurement of Firm and Dispatchable Power from Grid Connected Renewable Energy Power Projects with Energy Storage Systems” vide Gazette Resolution no. 23/03/2023-R&R dated 09.06.2023 including subsequent amendments and clarifications thereto, if any, issued until the last date of bid submission of this RfS.	“Guidelines” shall mean “Guidelines for Tariff Based Competitive Bidding Process for Procurement of Power from Grid Connected Solar PV Power Projects” notified vide Resolution No. 27/01/2023-RCM dated 28.07.2023 & “Guidelines for Tariff Based Competitive Bidding Process for Procurement of Firm and Dispatchable Power from Grid Connected Renewable Energy Power Projects with Energy Storage Systems” vide Gazette Resolution no. 23/03/2023-R&R dated 09.06.2023 including subsequent amendments and clarifications thereto, if any, issued until the last date of bid submission of this RfS.
24	Section-6 Annexure -3 - PPA B’ of PPA, Page-164	NHPC, as an Intermediary Procurer and in line with the provisions of the Guidelines for Tariff Based Competitive Bidding Process for Procurement of Power from Grid Connected Solar Power Projects, issued by Ministry of Power, Government of India, vide resolution no. 27/01/2023-RCM dated 28.07.2023 & “Guidelines for Tariff Based Competitive Bidding Process for Procurement of Firm and Dispatchable Power from Grid Connected Renewable	NHPC, as an Intermediary Procurer and in line with the provisions of the Guidelines for Tariff Based Competitive Bidding Process for Procurement of Power from Grid Connected Solar Power Projects, issued by Ministry of Power, Government of India, vide resolution no. 27/01/2023-RCM dated 28.07.2023 & “Guidelines for Tariff Based Competitive Bidding Process for Procurement of Firm and

		Energy Power Projects with Energy Storage Systems” vide Gazette Resolution no. 23/03/2023- R&R dated 09.06.2023 (including subsequent amendments and clarifications thereof) if any read with Electricity Amendment Rules 2022 dated 29th December 2022, issued until [Enter the last date of bid submission of the RfS].....	Dispatchable Power from Grid Connected Renewable Energy Power Projects with Energy Storage Systems” vide Gazette Resolution no. 23/03/2023- R&R dated 09.06.2023 (including subsequent amendments and clarifications thereof) if any read with Electricity Amendment Rules 2022 dated 29th December 2022, issued until [Enter the last date of bid submission of the RfS].....
25	Section-6 Annexure -3 - PPA H’ of PPA, Page-165	NHPC, in pursuance of the Letter of Intent issued to the SPG, has, signed the Power Sale Agreement dated with the Discom(s) with due regulatory approvals required to be taken by the Buying Utility(ies), as per the Conditions Precedent contained in this Agreement and to sell such power as per the provisions of the Guidelines for Tariff Based Competitive Bidding Process for Procurement of Power from Grid Connected Solar Power Projects, issued by Ministry of Power Government of India, vide resolution no. 27/01/2023-RCM dated 28.07.2023 & “Guidelines for Tariff Based Competitive Bidding Process for Procurement of Firm and Dispatchable Power from Grid Connected Renewable Energy Power Projects with Energy Storage Systems” vide Gazette Resolution no. 23/03/2023-R&R dated 09.06.2023 (including subsequent amendments and clarifications thereof),	NHPC, in pursuance of the Letter of Intent issued to the SPG, has, signed the Power Sale Agreement dated with the Discom(s) with due regulatory approvals required to be taken by the Buying Utility(ies), as per the Conditions Precedent contained in this Agreement and to sell such power as per the provisions of the Guidelines for Tariff Based Competitive Bidding Process for Procurement of Power from Grid Connected Solar Power Projects, issued by Ministry of Power Government of India, vide resolution no. 27/01/2023-RCM dated 28.07.2023 & “Guidelines for Tariff Based Competitive Bidding Process for Procurement of Firm and Dispatchable Power from Grid Connected Renewable Energy Power Projects with Energy Storage Systems” vide Gazette Resolution no. 23/03/2023-R&R dated 09.06.2023 (including subsequent amendments and clarifications thereof),
26	Annexure -3 - PPA Clause 1.1 (Definition), Page-173	Power Sale Agreement or PSA: shall mean the Power Sale Agreement entered between the Discom(s) and NHPC (NHPC- Discom(s)/Distribution Licensee(s)/ consuming entities/ open access consumers PSA) for selling the power as per the provisions of Guidelines for Tariff Based Competitive Bidding Process for Procurement of Power from Grid Connected Solar Power Projects, issued by Ministry of Power, vide resolution no. 27/01/2023-RCM dated 28.07.2023 & “Guidelines for Tariff Based Competitive Bidding Process for Procurement of Firm and	Power Sale Agreement or PSA: shall mean the Power Sale Agreement entered between the Discom(s) and NHPC (NHPC- Discom(s)/Distribution Licensee(s)/ consuming entities/ open access consumers PSA) for selling the power as per the provisions of Guidelines for Tariff Based Competitive Bidding Process for Procurement of Power from Grid Connected Solar Power Projects, issued by Ministry of Power, vide resolution no. 27/01/2023-RCM dated 28.07.2023

		Dispatchable Power from Grid Connected Renewable Energy Power Projects with Energy Storage Systems” vide Gazette Resolution no. 23/03/2023-R&R dated 09.06.2023 including subsequent amendments and clarifications thereof.	& “Guidelines for Tariff Based Competitive Bidding Process for Procurement of Firm and Dispatchable Power from Grid Connected Renewable Energy Power Projects with Energy Storage Systems” vide Gazette Resolution no. 23/03/2023-R&R dated 09.06.2023 including subsequent amendments and clarifications thereof.
27	Section-6 Annexure -3 - PPA Clause 3.1(e) (Satisfaction of conditions subsequent by the SPG), Page-179	The SPG shall fulfill the technical requirements according to criteria mentioned under Annexure 1 of Rfs – Technical requirement for Grid Connected Solar PV Power Stations under Guidelines for Tariff Based Competitive Bidding Process for Procurement of Power from Grid Connected Solar Power Projects, issued by Ministry of Power, vide resolution no. 27/01/2023-RCM dated 28.07.2023 (including subsequent amendments and clarifications thereof).	The SPG shall fulfill the technical requirements according to criteria mentioned under Annexure 1 of Rfs –Technical requirement for Grid Connected Solar PV Power Stations under Guidelines for Tariff Based Competitive Bidding Process for Firm and Dispatchable Power from Grid Connected Renewable Energy Power Projects with Energy Storage Systems” vide Gazette Resolution no. 23/03/2023-R&R dated 09.06.2023 Procurement of Power from Grid Connected Solar Power Projects, issued by Ministry of Power, vide resolution no. 27/01/2023-RCM dated 28.07.2023 (including subsequent amendments and clarifications thereof).
28	Annexure-3 'B' of PSA, Page 235	NHPC has agreed to facilitate the development of the Solar Power in line with the provisions of the Guidelines for Tariff Based Competitive Bidding Process for Procurement of Power from Grid Connected Solar Power Projects, issued by Ministry of Power, vide resolution no. 27/01/2023-RCM dated 28.07.2023 & “Guidelines for Tariff Based Competitive Bidding Process for Procurement of Firm and Dispatchable Power from Grid Connected Renewable Energy Power Projects with Energy Storage Systems” vide Gazette Resolution no. 23/03/2023-R&R dated 09.06.2023 including subsequent amendments and clarifications thereof issued until the last date of bid submission against RfS No.....dated	NHPC has agreed to facilitate the development of the Solar Power project with Storage in line with the provisions of the Guidelines for Tariff Based Competitive Bidding Process for Procurement of Power from Grid Connected Solar Power Projects, issued by Ministry of Power, vide resolution no. 27/01/2023-RCM dated 28.07.2023 & “Guidelines for Tariff Based Competitive Bidding Process for Procurement of Firm and Dispatchable Power from Grid Connected Renewable Energy Power Projects with Energy Storage Systems” vide Gazette Resolution no. 23/03/2023-R&R dated 09.06.2023 including subsequent amendments and clarifications thereof issued until the last date of bid submission against RfS No.....dated

All other terms & conditions of the Bid Document shall remain unchanged.

General Manager (CC-I)

Email: contcivil1-co@nhpc.nic.in