



Regd. Office: NHPC Office Complex, Sector-33, Faridabad-121003(Haryana)
CIN: L40101HR1975GOI032564

CLARIFICATION NO. 1

Name of Work: RIS for Selection of Solar Power Developers for Supply of 1200MW power from ISTS connected Solar Power Projects with 600MW/1200MWh Energy Storage Systems (ESS) on 'anywhere in India' basis under Tariff Based Competitive Bidding (TBCB).

Tender ID: 2024_NHPC_821806_1

Date: 05.11.2024

Sl. No	Clause No.	Page No.	Description as per Tender Specification	Bidders Queries	NHPC's Reply / Clarification
1	3.10 (ITB) of RIS	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 RIS, 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%.	Request NHPC to kindly remove the CUF range of 25%-28% during non peak hours and let Bidders decide the best optimised CUF within the limitations of guidelines/order.	Refer sl no.7 of Corrigendum 2
2	3.28 (b) of RIS	65	It is presumed that the tariff will be adopted by the Appropriate Commission within 60 days of such submission or within 120 days from the date of Power Sale Agreement (PSA), whichever is more. However, any delay in adoption of tariff by the Appropriate Commission, beyond 60 days of submission or 120 days from of PSA, whichever is more, shall entail a corresponding extension in SCSD.	Request NHPC to clarify if submission means bid submission.	The word 'submission' in this clause means submission of petition for adoption of tariff by NHPC to the Appropriate Commission.
3	3.9.2 (xi) of RIS	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: a). Existing substations having available margin as indicated by the respective substation owner. b). Existing substations/ substations under construction where augmentation is under process or plans for augmentation have been announced. c). Substations approved under the updated plan made available by the CTU on its website, subject to availability of requisite margin for grant of connectivity.	We request NHPC to take cognisance of current scenario of CTU connectivity across all the Substations. There are very little chances of securing a fresh connectivity at a CTU Substation getting commissioned before FY28. In view of the above, we request NHPC to kindly allow for bidders to select Substations with future expansion plans of CTU.	Please refer clause 3.9.2 xi (d) of RIS (Page 39). Also refer sl no.6 of Corrigendum no.2
4	3.24 of RIS	55	Earnest Money Deposit = [INR 9,42,000 x Rated cumulative Installed Capacity of Solar component (MW) + INR 6,82,000 x Rated cumulative Installed Capacity of the ESS component (MW)] The EMD valid for 12 months from the last date of bid submission, shall be submitted by the Bidder along with their bid, failing which the bid shall be summarily rejected.	Request NHPC to kindly clarify if EMD BG can be submitted by Affiliate (parent company) of the bidding company	Refer Clause 3.24 (i) of RIS. Bid document condition shall prevail.
5	3.10.i of RIS	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 RIS, 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 RIS, 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 22%-25%. Reason behind this suggestion: If a solar CUF of 25-28% needs to maintained excluding the battery MUs then the overall CUF required to be maintained from SOLAR site is approx within the range of 28-30% which seems to be on a higher side, considering the current scenarios of solar generation.	Refer sl no.9 of Corrigendum 2
6	3.10.ii (Para IV) of RIS	42	The detailed list of documents required for verification of energy supply and performance of the Projects will be intimated to the Developers subsequent to commissioning and commencement of supply of power.	The detailed list of documents required for verification of energy supply and performance of the Projects will be intimated at the time of signing of PPA Reason behind this suggestion: Please provide the documents to be maintained at the project initiation stage only, it will help to design the plant accordingly for obtaining seamless information and any other equipment required for gathering the data can be installed during construction phase only.	Bid Conditions shall prevail. Also refer point no.7 of TECHNICAL REQUIREMENTS FOR GRID CONNECTED SOLAR PV PROJECTS (page no. 154) & Clause 7.2 of PPA (page no. 195)
7	3.24	55	BANK GUARANTEES i) Based on the cumulative Installed Capacity committed by the Bidder as part of its response to RIS for supply of contracted capacity. Earnest Money Deposit (EMD) in the form of DD/BG/POL/Insurance Surety Bond in according to Format 6.3A/ 6.3A(D/6.3(I) shall be submitted for the amount derived as per the following formula subject to maximum of Rs. 10 Crores per Project. Earnest Money Deposit = [INR 9,42,000 x Rated cumulative Installed Capacity of Solar component (MW) + INR 6,82,000 x Rated cumulative Installed Capacity of the ESS component (MW)]	As per other PSU's of Renewable Energy departments, You are requested to give exemption on Earnest Money Deposit/Bid Security for MSME Contractors	MSME bidders are not allowed for Bid security exemption. Bid condition shall prevail.
8	3.3	29	PROCESSING FEES Prospective bidders interested to participate in the bidding process are required to submit their offer on-line on the website http://eprocure.gov.in/eprocure/app along with a non-refundable processing fee as mentioned below through Demand Draft in favour of "NHPC Limited" payable at Faridabad only: Cumulative capacity quoted by bidder (bid capacity / contracted capacity): Processing Fee For 50 MW: Rs. 3 Lakh + Applicable GST@ 18% Above 50 MW up to 100 MW: Rs. 5 Lakh + Applicable GST@ 18% Above 100 MW up to 250 MW: Rs. 10 Lakh + Applicable GST@ 18% Above 250 MW up to 500 MW: Rs. 20 Lakh + Applicable GST@ 18% Above 500 MW: Rs. 30 Lakh + Applicable GST@ 18%	As per other PSU's of Renewable Energy departments, you are requested to give exemption on Processing fees for MSME Contractors	MSME Contractors are not allowed for Bid security exemption. Bid condition shall prevail.
9	3.13	48	PAYMENT SECURITY MECHANISM (PSM) CHARGES & SUCCESS CHARGES: Success Charges: The Selected Bidders shall have to pay Success Charges @ INR 1,00,000/MW (Indian Rupees One Lakh/MW) + 18% GST, corresponding to the contracted capacity awarded as per the LoA, to NHPC towards administrative overheads, coordination with State Authorities and others, DISCOMs / STU / CTU etc. prior to signing of PPA (PPA signing date shall be intimated by NHPC).	You are requested to delete the success charge or consider exemption for MSME contractors	Bid Conditions shall prevail

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10	2(xxxiii) of RIS	17	"Project Commissioning" the Project will be considered as commissioned if all equipment as per rated project capacity has been installed and energy has flown into grid;	Battery capacity (MW & MWh) commissioning compliance: We would like to confirm that, based on our understanding, the compliance for battery capacity (MW & MWh) must be demonstrated at the Point of Interconnection (POI) during commissioning in accordance with the requirements outlined in the IEGC 2023. Could you kindly confirm if this understanding is accurate?	Commissioning / COD of the power plant including ESS shall be as per the provisions of IEGC 2023, please refer definition 2.0 (xiv) of the RIS.
11	2(ii) of RIS	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.	We understand that the sum of rated capacities of individual project components (Solar and ESS) may be greater than the Contracted Capacity but the guaranteed off-take by NHPC under this RIS will be limited to Contracted Capacity. Please clarify?	The sum of rated capacities of individual project components (Solar and ESS) may be greater than the Contracted Capacity. However, the Generator may apply for connectivity and GNA in accordance with extant Regulations. It is also to be noted that the summation of generation schedule cannot be more than the Contracted Capacity in any time block.
12	12.11 of PPA	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. Reason behind this suggestion: We propose that the Change in Law provision be applied to the entire project, rather than being limited to the Solar Power Project alone. This would ensure comprehensive coverage for all components of the project.	Refer SI No. 5 of Corrigendum 2
13	3.9,3.29,3.30 of RIS	36,65,66		We would like to have more clarity on Grant of ISTS Connectivity of the project and timelines and impact SCOD of the project	Refer Clause 3.9.2, 3.28 & 3.30 of RIS and sl no.6 of Corrigendum 2
14	3.10 (ITB) of RIS	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 RIS, 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%.	We would like to have more clarity on CUF has been mentioned as 25%-28% for the off Peak supply of RE Power. As the storage has also to be charged from Solar, to achieve CUF of 25%-28% will be challenge considering the limitation DC overloading of the inverter (AC: DC ratio). Most of the inverters suppliers does not recommend more than 50% of the DC capacity overloading. If still the CUF has to be maintained 25%-28%, are we allowed to increase the Inverter capacity?	Bidders are free to design the project configuration for achieving the power supply criteria mentioned in the RIS/PPA. Refer SI no. 7, 8 & 9 of Corrigendum 2. Also refer point no. 9(ii) of TECHNICAL REQUIREMENTS FOR GRID CONNECTED SOLAR PV PROJECTS (page no. 155)
15	3.10 (ITB) of RIS	41	As mentioned in the RIS clause 3.10 (i), Pg. 41, NHPC allows the use of ESS component for any other application (including third party sale) without requiring NOC from NHPC and/or the buying entity. Moreover, it is also mentioned in the clause 3.14, Pg. 49 of RIS that the Generator is allowed to supply RE power generated in excess of the contracted capacity to any third party without requiring NOC.	Our query is that can it be inferred that as long as the Generator is fulfilling the power supply conditions as per the PPA, any excess generation from any of the RE plant components (Solar plant and/or ESS component) can be sold to third party and/or sold at the power exchange without requiring NOC from NHPC and/or third party? Moreover, if NHPC is allowing this to optimise the RE generation, can sale of excess power without NOC be applicable on part commissioned plant as well?	Refer SI No. 10 & 12 of Corrigendum 2.
16	1.2 of RIS	8	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 would not qualify as solar power.	Requesting to delete this clause. The tender allows procurement of 5% green power for the purpose of supplying under PPA. Usage of such power including charging of battery should be left to the developer. This will enable developer to provide best tariff under PPA.	Refer SI No. 16 of Corrigendum 2.
17	1.5 of RIS	9	NHPC shall enter into PPA with successful SPGs for a period of 25 years from the date as per the provisions of PPA. The Bidders will be free to avail fiscal incentives like Accelerated Depreciation, Concessional Customs and Excise Duties, Tax Holidays etc. as available for such projects	Kindly confirm if bidder is allowed to avail the benefits related to Carbon credits and IRECs.	It shall be governed by Rules, Guidelines regulations issued by GOI / CERC from time to time. May also Refer Clause A, C & 6.8 of PSA (Page 235 & 253)
18	3.1.b of RIS	20	The Successful Bidder(s) intending to execute PPA for the Greenshoe Capacity shall have to meet the eligibility criteria for the capacity intended to be entered into PPA under "Greenshoe Option". Successful Bidder(s) shall have to comply with the same by making submissions enquired in accordance with Section 3 of the RIS within a period of 14 days from the conclusion of the e-reverse auction	Kindly confirm that under this clause, the referred requirement is the financial criteria only.	Bidder understanding is in line with the bid conditions.
19	3.3 of RIS	29	PROCESSING FEES: Prospective bidders interested to participate in the bidding process are required to submit their offer on-line on the website http://eprocure.gov.in/eprocure/app along with a non-refundable processing fee as mentioned below through Demand Draft in favour of "NHPC Limited" payable at Faridabad only;	Suggested Clause : PROCESSING FEES Prospective bidders interested to participate in the bidding process are required to submit their offer on-line on the website http://eprocure.gov.in/eprocure/app along with a non-refundable processing fee as mentioned below through demand draft in favour of "NHPC Limited" payable at Faridabad only or through NEFT/RTGS in the account of NHPC. We kindly request NHPC to incorporate provisions for payment of processing fees through NEFT/RTGS.	Currently payment of processing fee through NEFT/RTGS is not available. Bid condition shall prevail.
20	3.8.3(ii) Notes 6 of RIS	34	A Company/Consortium would be required to submit Annual Audited Accounts for the last Financial Year in accordance to Note 8 below alongwith net worth, Annual turnover and PBDIT certificate (as applicable) from Statutory Auditor with Unique Document Identification Number (UDIN) to demonstrate fulfillment of criteria.	Suggested Clause : A Company/Consortium would be required to submit Annual Audited Accounts for the last Financial Year in accordance to Note 8 below alongwith net worth, annual turnover and PBDIT certificate (as applicable) from Statutory Auditor/Chartered Accountant with Unique Document Identification Number (UDIN) to demonstrate fulfillment of criteria. We request to allow the said issuance from Practicing Chartered Accountant also	Bid document condition shall prevail.
21	3.13 of RIS	47	As part of the Payment Security Mechanism as brought out in the PPA, the SPG shall undertake to pay PSM Charges @Rs.0.02/kWh to NHPC, by offering accommensurate discount in the monthly tariff payment being made by NHPC. An undertaking to this effect needs to be submitted in the Covering letter to be submitted by the bidders as per Format 6.1.	Kindly confirm if the PSM mentioned under this clause are mandatory to consider or if RPD can choose to not pay the PSM charges applicable.	Its mandatory to make payment of PSM charges as per the modalities / guidelines being finalized by MOP/MNRE (Refer Clause 7.3 of FDRE bidding guidelines)
22	3.14 of RIS	49	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.	Suggested Clause : 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. NHPC shall provide its refusal within 15 days from the receipts of the request, beyond which it would be considered as deemed refusal. In case, NHPC (if accepted by the Discom(s)/beneficiaries) purchases the excess generation, the same shall be procured at the PPA tariff. Indefinite timeline for refusal will create uncertainty for the developer. ROFR should be timeline bound as in other tenders.	Refer SI No. 10 & 12 of Corrigendum 2.