

**NHPC LIMITED**  
**(A Government of India Enterprise)**

**CIN: L40101HR1975GOI032564**

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

**Dated: 21.11.2024**

**Corrigendum No.-5**

**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)).**

<b>S. No .</b>	<b>Clause No./ Ref.</b>	<b>Bid Conditions/ Description</b>	<b>Amendment in Clause</b>
<b>1</b>	<b>Section 3: RfS Clause 3.10 (Capacity Utilisation Factor (CUF) Sub-Clause 3.10(ii), Page 42</b>	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. 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	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 will be calculated such that penalty will be levied on the average monthly shortfall beyond 30%. 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. 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.

		separately on annual basis.	
2	<b>Section-6 Annexure -3 - PPA Sub- Clause 4.4.1 (b) (Right to Contracted Capacity &amp; Energy), Page-186</b>	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 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. 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... ..	<i>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 will be calculated such that penalty will be levied on the average monthly shortfall beyond 30% 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 &amp; 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. 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. ....</i>

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

**General Manager (CC-I)**

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CLARIFICATION NO. 2

Name of Work: RfS 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: 21.11.2024

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Sl. No	Clause No.	Page No.	Description as per Tender Specification	Bidders Queries	Name of Bidder	Clarification
1	Section 3: RfS Clause 3.10 (Capacity Utilisation Factor (CUF) Sub-Clause 3.10(ii)	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 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. 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.	As per the provisions under this clause, the shortfall of monthly and annual basis will be calculated based upon the mechanism as mentioned. However, the provisions under this clause and illustration indicates different mechanism. Therefore, we seek clarification regarding the penalty calculation mechanism on monthly basis and annual basis. Specifically, we request confirmation on whether the penalty will be calculated based on the average monthly shortfall or if it will be applied on the daily shortfall beyond 30% criteria. The amendment is critical to finalise the optimum solution of project and below is proposed amendment in clause for kind consideration: "The monthly shortfall will be calculated such that penalty will be levied on the average monthly shortfall beyond 30%. For the annual shortfall beyond 20%, penalty will be calculated on annual basis." The same provisions and illustration are available under SECT's similar bid – Solar with ESS Tranche II. We request to kindly look into the issue and do the needful.	ACME Solar Holdings Limited	Refer SI No.1 & 2 of Corrigendum 5
2	3.28	65	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.  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.	A new clause has been added under Clause 3.28 (Early Commencement of Supply of Power) under Section 3 of RfS wherein 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, then in such 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.  In this regard, we would like to submit that 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, any such power shall be allowed to be supplied to NHPC/Buying Entity at the PPA tariff, in place of the rate of 50% of the PPA tariff (proposed vide corrigendum no. 2) as same is restrictive and economically unviable for the developers, thus denying any incentive to the developer for commissioning the project/ components ahead of time. Such clauses would also impact bankability of the Project as financing institutions would find it difficult to disburse funding for early supplies in view of the associated risks.  You may appreciate the fact that developer is bound to complete the project with both solar and ESS component together, however, there may be cases where solar component is ready and ESS component may not be ready which is beyond the control of developers. In such cases, if NHPC/Buying Entity sees any constraint in accepting such power at PPA tariff, developers may be allowed to sell such early/full part capacity from solar project to 3rd party without requirement of any NOC.  Moreover, it may be noted that there is no specific provision restricting sale of power from such early commissioned components under the operative guidelines for this project. Therefore, such restrictive clause may be either removed or revised as suggested above, to enable wide participation.  Further, we would like to submit that the subsequent issuance of corrigendum No. 2 dated 05-Nov-2024 which have significant changes/ revisions in critical clauses of RfS & PPA, we are still in discussions with the various ESS OEMs to finalize the technical and financial scope and after which only we would be able to prepare our most competitive bid in response to RfS.  In view of above, we request NHPC to kindly extend the bid submission deadline by at least 3 weeks from present bid submission deadline for abovementioned 1200 MW Solar + 600 MW / 1200 MW ESS tender.	Adani Renewable Energy Holding Twelve Limited	This provision is in line with Clause 14.5 of FDRE TBCB Guidelines (Early Commencement of Supply of Power from single component outside PPA). Accordingly, bid conditions shall prevail.  For extension of critical dates please refer Corrigendum 4 dated 13.11.2024.
3	13.3.1	211	For other cases of default, the PPA shall be liable to be terminated and SPG shall be liable to pay to the Procurer, damages, equivalent to 24 (twenty-four) months, or balance PPA period whichever is less, of tariff for its contracted capacity with the stipulated minimum CUF.	Bidder requests NHPC to clarify that in case the bidder is only able to part commission, then the penalty shall be calculated / applicable only on the non-commissioned portion of the contracted capacity as mentioned under clause 4.6 of the Power Purchase Agreement and not on the entire contracted capacity.  Hence, in such a case, clause 13.3.1, shall not be applicable.	Welspun Limited	Clause 13.3.1 relates to event of default during post-COD scenario whereas 4.6 refers to delay in commencement of supply of power i.e. pre-COD scenario.