

NHPC LIMITED
(A Government of India Enterprise)

CIN: L40101HR1975GOI032564

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

Dated: 30.04.2025

Corrigendum No.-2

Tender ID.: 2025_NHPC_849707_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/2400MWh Energy Storage Systems (ESS) on anywhere in India basis under Tariff Based Competitive Bidding with Green Shoe Option (NHPC-Tranche-XI-Solar with Storage (2024-25)).

S. No	Clause No./ Ref.	Bid Conditions/ Description	Amendment in Clause
1	3.10(i) of RfS, Page 38	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 19%-25%.	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 in no case be less than 19%.
2	3.14 of RfS, Page 46	The PPA shall be executed within 90 (Ninety) days of the date of issue of Letter of Award, if not extended by NHPC..... In normal circumstances, the PPA shall be executed within 30 (thirty) days of the date of issue of Letter of Award. This period may be extended up to 12 months from the LoA date, beyond which the LoA will be cancelled by NHPC. Separate PPA will be executed between
3	13.1.1(ii) of PPA, Page 214	failure on the part of SPG to maintain minimum peak hour supply for a period of 6 (six) consecutive months after commencement of supply of power (except for the Contract Year ending on 31st March immediately after CSD) throughout the terms of the agreements or failure to continue supply of annual energy during hours other than peak hours corresponding to the minimum CUF to NHPC after the commencement of supply of power, for any 2 (two) consecutive contract	failure on the part of SPG to maintain minimum peak hour supply for a period of 6 (six) consecutive months after commencement of supply of power (except for the Contract Year ending on 31st March immediately after CSD) throughout the terms of the agreements or failure to continue supply of annual energy during hours other than peak hours corresponding to the minimum CUF to NHPC after the commencement of supply of power, for any 2 (two) consecutive contract years (except for the first and final Contract Years), throughout the term of this Agreement [in such cases, the

		<p>years (except for the first and final Contract Years), throughout the term of this Agreement or if</p>	<p>Generator's yearly minimum CUF obligation shall get reduced to the average of actual CUF for the 2 default years and the Generator shall be obligated to pay to the Procurer lump-sum damages equivalent to 24 (twenty-four) months or balance PPA period whichever is less, of the tariff, for the reduction in yearly minimum CUF obligation and any failure on the part of Generator to pay the lump sum damages may be treated as an event of default] or if</p>
4	13.3.1 of PPA, Page 216	<p>In the event the SPG fails to maintain energy supply Article 4.4.1 of the PPA. 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. NHPC shall have the right to recover</p>	<p>In the event the SPG fails to maintain energy supplyArticle 4.4.1 of the PPA. For other cases of default as enumerated in Clause 13.1.1(ii), 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. NHPC shall have the right to recover</p>
5	3.2, Page 27	<p>The minimum contracted capacity of each Project shall be 50 MW (with a minimum ESS component of 25 MW/50 MWh) and in multiples of 10 MW thereafter and the aggregate contracted capacity of solar projects selected through this RfS will be 1200 MW (with a minimum ESS component of 600 MW/2400MWh). Moreover, NHPC Ltd. may allocate additional capacity upto 1200 MW (with a minimum ESS component of 600 MW/2400MWh) under "Greenshoe Option." However, for Projects located in NorthEastern States and Special Category, the minimum quantum of Contracted Capacity that can be offered by a Bidder, including its Parent, Affiliate or Ultimate Parent or any Group Company, shall be 30 MW (with a minimum ESS component of 15 MW/30MWh).</p>	<p>The minimum contracted capacity of each Project shall be 50 MW (with a minimum ESS component of 25 MW/100 MWh) and in multiples of 10 MW thereafter and the aggregate contracted capacity of solar projects selected through this RfS will be 1200 MW (with a minimum ESS component of 600 MW/2400MWh). Moreover, NHPC Ltd. may allocate additional capacity upto 1200 MW (with a minimum ESS component of 600 MW/2400MWh) under "Greenshoe Option." However, for Projects located in North Eastern States and Special Category, the minimum quantum of Contracted Capacity that can be offered by a Bidder, including its Parent, Affiliate or Ultimate Parent or any Group Company, shall be 30 MW (with a minimum ESS component of 15 MW/60 MWh).</p>

6	Article 12 of PPA, Page 214	The Electricity (Timely Recovery of Costs due to Change in Law) Rules, 2021 notified by Ministry of Power, Government of India on 22.10.2021 and its subsequent amendments issued from Time to time shall be applicable on the parties for claims under Change in Law. The above shall apply both in regard to the present agreement as well as on mutatis mutandi and back-to-back basis to the PSA.	The provisions for Change in law shall be in accordance with the Electricity (Timely Recovery of Costs due to Change in Law) Rules, 2021 and amendments thereof issued from time to time. Further, the term Change in Law ("CIL") shall refer to the occurrence of any event related to the project after the date seven (7) days prior to the last date of Bid Submission. The above shall apply both in regard to the present agreement as well as on mutatis mutandi and back-to-back basis to the PSA.
7	4.4.2 of PPA	Any excess generation over and above the quantum specified under Article 4.4.1 either through Part or 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.	Any excess generation over and above the quantum specified under Article 4.4.1 either through Part or 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 9.1, 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.
8	Format 6.9, point no. 8	We confirm that Capacity Utilization Factor (CUF) of the Solar PV Project with ESS with proposed technology as selected above shall be between 19%-25% during hours other than peak hours.	We confirm that Capacity Utilization Factor (CUF) of the Solar PV Project with ESS with proposed technology as selected above shall in no case be less than 19% during hours other than peak hours.
9	4.4.1 of PPA	The declared / revised annual CUF shall be between 19%-25% The declared / revised annual CUF shall in no case be less than 19%:-
10	New Clause 7.2.4 of PPA	NIL	SPD shall also install and maintain GPS enabled Automatic Weather Station (AWS) as per the technical specifications and standards specified by relevant Central Government agency. Availability of the data from such AWS shall be ensured as specified by the appropriate Load Dispatch Centre and other Central Government agencies in accordance with the provisions of Indian Electricity Grid

			<p>Code and instructions from the appropriate Load Dispatch Centre from time to time.</p> <p>In addition to above, SPD shall also comply with the applicable cyber security regulations, directives, and guidelines issued by the Central Government Authorities dealing with cyber security.</p>
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All other terms & conditions of the Bid Document shall remain unchanged.

General Manager (CC-I)

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