



**CLARIFICATION NO. 1**

Tender ID: 2025\_NHPC\_849707\_1

Date: 30.04.2025

Name of 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))

Sl. No	Clause No.	Page No.	Description as per Tender Specification	Bidders Queries	NHPC's Reply / Clarification
1	3.10 of Section 3	38	3.10 Capacity Utilization Factor (CUF) i. 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 19%-25%.	1. 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 in no case be less than 19%.  Similar tenders by other REIAs have no upper limit for CUF	Refer SI No. 1 of Corrigendum No.2
2	3.24(i) of Section-3	53	Earmest Money Deposit = [INR 9,42,000 x Rated cumulative Installed Capacity of Solar component (MW) + INR 13,64,000 x Rated cumulative Installed Capacity of the ESS component (MW)]	EMD is based on the installed capacity rather than the contracted capacity. We request you to change it and base it on the basis of contracted capacity as installed capacity is dynamic in nature and may got changed later on in order to fulfill the contractual obligation. Hence, it will be very complicated if EMD is based on the installed capacity. EMD is generally based on the contracted capacity in other similar Govt. tenders. (e.g. By SJVN, NTPC, SECI, GUVNL etc.)	RIS Conditions shall prevail
3	3.24(ii) of Section-3	54	Performance Bank Guarantee (PBG) = [INR 23,55,000 x Rated cumulative Installed Capacity of Solar component (MW) + INR 34,10,000 x Rated cumulative Installed Capacity of the ESS component (MW)]	PBG is based on the installed capacity rather than the contracted capacity. We request you to change it and base it on the basis of contracted capacity as installed capacity is dynamic in nature and may got changed later on in order to fulfill the contractual obligation. Hence, it will be very complicated if PBG is based on the installed capacity. PBG is generally based on the contracted capacity in other similar Govt. tenders. (e.g. By SJVN, NTPC, SECI, GUVNL etc.)	RIS Conditions shall prevail
4	3.8.3 (i) & 3.8.3 (ii) of Section-3	31 & 32	The Net Worth of the bidder should be equal to or greater than the value calculated at the rate of INR 94,20,000 x Rated cumulative Installed Capacity of Solar component (MW) + INR 1,36,40,000 x Rated cumulative Installed Capacity of the ESS component (MW).....  A minimum annual turnover of INR 47,10,000 x Rated cumulative Installed Capacity of Solar component (MW) + INR 68,20,000 x Rated cumulative Installed Capacity of the ESS component (MW) on the basis of duly printed Annual Report for FY 2023-24.....	Net worth and turnover criteria to be met is generally based on the contracted capacity in similar kind of Govt. tenders (e.g. By SJVN, NTPC, SECI, GUVNL etc.).  To meet the financial criteria based on installed capacity is limiting the quantum of capacity we can bid for.  We, therefore, request you to either change the criteria on the basis of contracted capacity or revise the threshold by at least 50%.	RIS Conditions shall prevail
5	3.10 (i) of Section-3	38	.....The declared / revised annual CUF (for supply of power in hours other than Peak Hours) shall be between 19%-25%.	The upper ceiling of CUF is too low as compared to other similar Govt. tenders (e.g. by SJVNL, wherein there is no upper limit of CUF). This could result into higher tariff discovery in the e-RA.  We request you to either remove the upper ceiling or change to at least 30%. This will help in better tariff discovery in the e-RA.	Refer SI No. 1 of Corrigendum No. 2
6	3.10 (ii) of Section-3	40	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 2MWh per MW of contracted capacity) by the Buying Entity during Peak Hours, on a monthly basis and up to 15% below the energy requirement on an annual basis	Request you to explain the implication of the line (underlined) on the 30% monthly shortfall permissible to the bidder for calculation of penalty.	For a contracted solar capacity of say, 100MW, the maximum energy to be supplied is 200MWh during peak hours. Penalty shall be applicable in case the developer fail to supply minimum 140MWh (i.e. 30% below maximum energy of 200MWh) of energy during peak hours on monthly basis.
7	3.8.3 (i) of Section-3	31	".....or as on the day not more than seven (07) days prior to due date of bid submission.	We request NHPC to allow developers to submit the net worth calculations "as on the day at least 7 days prior to the bid submission deadline." This is in line with the requirements by other REIA's.	RIS Conditions shall prevail
8	3.14 of Section-3	46	.....The PPA shall be executed within 90 (Ninety) days of the date of issue of Letter of Award, if not extended by NHPC.	The MOP on 12th Feb 2025 has issued amendments to the TBCB guidelines. As per the guideline 9.3 " In normal circumstances, the signing of the PPA and PSA (if applicable) should be completed within 30(thirty) days from the issuance of the LoA. This period may be extended up to 12 months from the LoA date, beyond which the LoA will be cancelled." Hence, we request your kind offices to issue amendments in line with the guidelines.	Refer SI No. 2 of Corrigendum No. 2
9	4.5.2 of Section-3	197	.....Further, in case of delay in Project commissioning on account of reasons solely attributable to the SPG, resulting in any liquidated damages/penalty levied on the Buying Entity including the liability of additional transmission charges and losses (if any) applicable on DISCOM/Buying entity under the GNA Regulations and/or applicable regulation as notified by CERC, such damages/penalty shall be passed on to the SPG.	As per clause 4.6.2, The maximum time period allowed for Commencement of Supply of the full Project Capacity with encashment of Performance Bank Guarantee/ Payment on Order Instrument shall be limited to 6 months after the SCSD or the extended SCSD (if applicable) of the Project. Hence, we request your good offices to kindly consider the long stop date as 6 months after the SCSD or extended SCSD. Only after such long stop date, any incidental liquidated damages/ penalties levied on the buying entity in the form of additional transmission charges be passed on to the generator.	RIS Conditions shall prevail
10	13.1.1 (ii) of Annexure-3 (PPA)	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 years (except for the first and final Contract Years), throughout the term of this Agreement.....	"In the event the Generator fails to maintain energy supply corresponding to the minimum CUF as declared in the PPA for 2(two) consecutive years excluding the first Contract year ending on 31st March immediately after Project CoD, the Generator shall be in default. The 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 Procuree 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. Hence, we request your kind offices to amend the clause inline with the MOP amended guidelines.	Refer SI No. 3&4 of Corrigendum No. 2

11	13.3.1 of Annexure-3 (PPA)	216	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. 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 the said damages by way of forfeiture of bank guarantee, if any, without prejudice to resorting to any other legal course or remedy.		Refer SI No. 3&4 of Corrigendum No. 2
12	Schedule-3	236-237	i. Penalty for shortfall in meeting min. annual CUF requirement, for hours other than Peak Hours: - Energy corresponding to declared annual CUF (19%) for hours other than Peak Hours $= (100 \times 0.19 \times 20 \times 365) / 1000 = 138.70$ MU/s;	The other REIA's namely SECI, SJVN with similar bid structure have calculated the Energy corresponding to declared annual CUF for hours other than Peak Hours by considering 24 Hours. We request NHPC limited to calculate the Energy corresponding to declared annual CUF for hours other than Peak Hours for the total 24 Hours instead of 20 Hours.	As 4 hrs are mandated as peak hours, hours other than peak hours will be 20 hrs only. There exists separate penalty for peak hours & hours other than peak hours.
13	3.2 of Section- 3	28	3.2 CAPACITY OF EACH PROJECT .....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/30MWh).	3.2 CAPACITY OF EACH PROJECT The Corrected Statement shall be as below, please clarify: 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/45MWh).	Refer SI No.5 of Corrigendum No. 2
14	3.1 (i) of Section 3	38	3.10 CAPACITY UTILIZATION FACTOR (CUF) .....The declared / revised annual CUF (for supply of power in hours other than Peak Hours) shall be between 19%-25%.....	We request NHPC to remove the band for declaring the CUF. Restriction on solar generation shall impact in increasing the discovered tariff. Instead, suggest you to kindly align with the recent SJVN Solar + BESS tender, having no cap on quoting higher solar CUF's. The clause states that - "The declared annual CUF shall in no case be less than 30%."	Refer SI No.1 of Corrigendum No. 2
15	3.1 (i) of Section 3	40	3.10 CAPACITY UTILIZATION FACTOR (CUF) .....The SPG shall offer power such that 100% of the annual energy offered corresponds to Solar power. The SPG can, however, source 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 RIS/PPA.	Please confirm that the SPD can utilize the RE energy taken from external source (upto 5%) for the following: 1. To supply to the buying entity during peak hours. 2. To the charge the ESS if needed.	RIS permits sourcing of up to 5% RE power (in energy terms), on annual basis towards meeting the supply conditions stipulated in the RIS/PPA.
16	xl) "definitions" of Section 2	18	2.0 Definitions xl) "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. The Generator may, however, apply for connectivity and GNA in accordance with extant Regulations.	We understand that installed capacity can be more than or equal to the contracted capacity as per the PPA. Please clarify.	Installed capacity to be more than Contracted capacity.
17	Article 12 of PPA	214	ARTICLE 12: CHANGE IN LAW	The change in law clause in the tender doesn't clarify on the start date for applicability of Change in Law event, request you to please align this with the recent SJVN Solar + BESS tender, and revise it accordingly. The clause states as: In this Article 12, the term "Change in Law" shall refer to the occurrence of any of the following events, only after [last date of bid submission], including any enactment or amendment or repeal of any law, which have a direct effect on the Project, leading to corresponding changes in the cost requiring change in tariff, and includes	Refer SI No.6 of Corrigendum No. 2
18	310. (i) of Section 3	40	.....The SPG can, however, source 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 RIS/PPA.	The clause states that the grid charging of ESS will not be allowed. Request you to please clarify what is the use of the provision of taking 5% RE energy from external source if this is the case.	RIS permits sourcing of up to 5% RE power (in energy terms), on annual basis towards meeting the supply conditions stipulated in the RIS/PPA.
19	3.28 of Section 3	62	.....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 RIS, 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 RIS.....	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. There may be cases where solar components 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.	Bid condition shall prevail.

20	3.2 of Section 3	27	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 RIS 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 600MW/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/30MWh). .....	Requesting NHPC to amend the clause since there is a typographical error in the minimum ess component.	Refer SI No.5 of Corrigendum No. 2
21	4.4.2 of Annexure - 3 (PPA)	194	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. .....	We understand from this clause any excess energy over and above 110% of declared annual CUF shall be purchased by NHPC after approval from Discom) at the PPA tariff. This clause also takes reference from Article 9.4 with regards to the tariff. However, Article 9.4 in the tender document is marked as deleted. We request NHPC to kindly confirm our understanding with regards to PPA tariff is correct and accordingly amend this clause to avoid any ambiguity.	Refer SI No.7 of Corrigendum No. 2
22	Definitions- "Guidelines"	16	"GUIDELINES" shall mean "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" issued by the Ministry of Power 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 RIS.	This Tender document follows the TBCB guidelines for FDRE projects. However, since this is Solar + ESS Tender, ideally it should follow the TBCB guidelines for Solar Projects which is applicable for Solar Projects with or without Energy Storage.	Bid condition shall prevail.
23	3.10.(i)	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 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 19%-25% .....	Bidder understands that upper cap of CUF is 25%.  However, As the CUF is calculated in non-peak hours (7300 hours), CUF commitment can be higher (unlike standard calculation at 8760Hours). We requests to remove the upper cap on CUF.	Refer SI No.1 of Corrigendum No. 2
24	3.10.(i)	39	The Buying Entity shall intimate the hours (which shall be 4 hours during a day between 18:00Hrs & 24:00Hrs) during which it intends to draw the energy from the ESS on daily basis. Buying Entity shall choose the 4 hours such that there is a continuous discharge from the ESS at least for 1 hour. The SPG is mandated to deliver 2MWh of energy per MW of contracted capacity in AC terms, during Peak Hours as per the schedule given by the Buying Entity (i.e., For each 100 MW of contracted capacity, SPG shall supply up to 200MWh of energy during Peak Hours), on a daily basis. Reconciliation of the same shall be carried out on a monthly basis	Can buying entity ask more than 0.5MWh per hour (for 1MW contracted capacity) in peak hours?	Refer Clause No. VIII of PSA
25	3.9.1	35	The Solar PV modules and Solar PV cells [in line with MNRE OM No. 283/59/2024-GRID SOLAR dated 09.12.2024 used in the Project under this RIS should have been included in the ALMM List-I (for Solar PV modules) and ALMM List-II (for solar PV cells) respectively under the above Order, valid as on the date of invoicing of such modules / cells.	The ALMM List-II (for Solar PV cells) is not yet issued since limited Indian manufacturer are eligible for it. Hence, bidder should be given flexibility to use imported cells with ALMM List-I approved PV Modules. Also, as per RFS clause 1.9.1 already commissioned and untied projects are allowed, which may not comply with ALMM List II requirement as per the tender.	Bid condition shall prevail.
26	3.24.i)	53	Earmest Money Deposit = [INR 9,42,000 x Rated cumulative Installed Capacity of Solar component (MW) + INR 13,64,000 x Rated cumulative Installed Capacity of the ESS component (MW)]	For the sake of simplicity and a practice followed in similar tenders recently issued by other REIA, we requested that the EMD shall be calculated solely based on the contracted capacity. For example, INR 16.24 lakh per MW	Bid condition shall prevail.
27	3.24.ii)	54	Performance Bank Guarantee (PBG) = [INR 23,55,000 x Rated cumulative Installed Capacity of Solar component (MW) + INR 34,10,000 x Rated cumulative Installed Capacity of the ESS component (MW)] for each project as per Format 6.3 B/ 6.3 B (I)/6.3 B (II), is to be submitted by the successful bidder to NHPC before signing of PPA.	For the sake of simplicity and a practice followed in similar tenders recently issued by other REIA, we requested that the EMD shall be calculated solely based on the contracted capacity. For example, INR 40.60 lakh per MW	Bid condition shall prevail.
28	3.9.2.xi)	37	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, <a href="https://www.ctuil.in/renewable-energy">https://www.ctuil.in/renewable-energy</a> , subject to availability of requisite margin for grant of connectivity d) Substations identified for RE capacity under para 3, 4, 5, and 9 of 'Transmission System for Integration of over 500 GW RE Capacity by 2030' published by CEA on its website, <a href="https://cea.nic.in/wpcontent/uploads/psp_a_i/2022/12/CEA_Tx_Plan_for_500GW_Non_fossil_capacity_by_2030.pdf">https://cea.nic.in/wpcontent/uploads/psp_a_i/2022/12/CEA_Tx_Plan_for_500GW_Non_fossil_capacity_by_2030</a> .pdf, including subsequent revision therein from time-to-time	If bidder choses a substation under option c, which has substation COD planned later than expected SCSD of the project, then can such substation be selected? Is there any hardstop date, and is there any foundation that substations coming beyond this date cannot be selected?	Clause is self explanatory. Bid Conditions shall prevail.

29	PPA 4.4.2	194	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. 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 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.	These statement in this clause are contradictory, thus for selling of any Excess energy does the developer require NOC or Right of first refusal from NHPC/Discom(s). Pls clarify.	Clause is self explanatory. Bid condition shall prevail.
30	PPA Article 12	214	CHANGE IN LAW/ REGULATION: 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 from seven (7) days prior to the last date of Bid Submission"	Clause seems incomplete. Cutoff date for CIL event to be mentioned which is 07 days prior to the bid submission date ( which is inline to the recent bidding guidelines). Thus, following line should be included- "Further, the term Change in Law ("CIL") shall refer to the occurrence of any event related to the project from seven (7) days prior to the last date of Bid Submission"	Refer SI No.6 of Corrigendum No. 2
31			The PPA(s) will be signed after signing of PSA(s) for the respective projects.	Since, PPA is subjected to signing of PSA, time limit for signing of PPA need to be defined as per the recently issued amendment to the bidding guidelines.	Refer SI No.2 of Corrigendum No. 2
32	3.8.3 (ii).4	32	The Bidder may seek qualification on the basis of financial capability of its Parent and / or its Affiliate(s) for the purpose of meeting the Qualification Requirements as per (i) and (ii) above. In case of the Bidder being a Bidding Consortium, any Member may seek qualification on the basis of financial capability of its Affiliate(s). In such cases, the Bidder shall be required to submit Board Resolutions from the Parent Company and/or the Affiliates undertaking to contribute the required equity funding and performance bank guarantees in case the Bidder(s) fail to do so in accordance with the RIS.	Following option also to be added which is available in all the bids by other REIAs.  In case of non-availability of the Board Resolution as required above, a letter from the CEO/Managing Director of the respective Affiliate(s), undertaking the above, shall be required to be submitted and the requisite Board Resolution from the Affiliate(s) shall be required to be submitted prior to signing of PPA.	Bid condition shall prevail.
33	3.8.3 (ii).8	33	The Bidder's financial evaluation vis-à-vis the requirement as stipulated above shall be done on the basis of duly printed Annual Report for FY 2023-24 submitted by the bidder along with the Bid	As per the financial eligibility criteria , we intend to use financial strength of our affiliate (ultimate parent) , Zelestra Corporacion SAU. Accordingly, we are required to submit the latest unconsolidated audited annual accounts of Zelestra Corporacion SAU for the last financial year, which, in the case of Zelestra Corporacion SAU, is the year ending December 2024. These annual books are currently under auditing and as per spanish companies law/rules, the deadline for completing the same in June'25. Hence, we do not have 23-24 audited financials.  In reference to Note 7, .....In case of foreign Bidders, in the event the Bidder is unable to furnish the audited annual accounts for the previous financial year as per the prevalent norm in the respective country, the Bidder shall submit the annual audited accounts of the last financial year for which the audited accounts are available. This However, would be acceptable, subject to the condition that the last date of response to this RFS falls on or within the deadline for completion of audit of annual accounts of companies, as stipulated by the laws/rules of the respective country and the Bidder shall submit the corresponding documentary evidence against the same.  In view of above, we request you to please confirm that we can submit Annual audited financial of Affiliate for the FY ending Dec'23.	Bidder's understanding is in line with bid conditions.
34	PPA 13.1.1 (ii)	214	"SPG Event of Default ii) 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....."	As per the clause, failure to maintain peak hour supply for six consecutive months post-SCSD triggers an Event of Default. However, even with monthly shortfalls, the annual criteria for peak power supply can still be met by compensating in the remaining months. Therefore, we request removal of this condition from SPG's Event of Default.  Additionally, Clause 3.10(ii) already provides for Liquidated Damages in case of peak hour shortfall on both monthly and yearly basis.  We further request modifying the clause as follows: "Failure to maintain energy supply corresponding to the minimum CUF as declared in the PPA for two consecutive years, excluding the first Contract Year ending on 31st March immediately after Project CoD."	Refer SI No.3 & 4 of Corrigendum No. 2
35	Sl. No. xxxv) of Definition, Section- 2	17	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 4 hrs. during the evening from 18:00 hrs. to 24:00 hrs. out of the 24 hours of a day, to be chosen by the Buying Entity(ies).	Kindly confirm whether the SPD is permitted to supply power from the solar project after 18:00 hrs, if any, or if post-18:00 hrs, the SPD is restricted and allowed to supply power solely to meet the peak requirement only.  Additionally, please confirm whether it is mandatory for the bidder to supply power exclusively from the ESS during peak hours, or if the peak requirement can also be met through the solar component, in case if generation be available from solar.	Peak hour requirement as per the schedule given by the buying entity can be met by the SPD post 18 hrs from Solar or ESS or (Solar PV + ESS) as per resource availability.
36	3.8.3 (ii) of RIS	31	Net - worth and liquidity criteria	We kindly request NHPC to consider evaluating the Net Worth and Liquidity criteria based on the Contracted Capacity rather than the Installed Capacity, in order to streamline and simplify the calculation process.	Bid condition shall prevail.
37	3.8.3 (ii) (b) of RIS	32	Internal resource generation capability, in the form of Profit Before Depreciation Interest and Taxes (PBDIT) for a minimum amount of INR 9,42,000 x Rated cumulative Installed Capacity of Solar component (MW) + INR 13,64,000 x Rated cumulative Installed Capacity of the ESS component (MW) of the quoted capacity, as on the last date of previous financial year in accordance to Note 8 below	As per the bidder's understanding, the SPD is permitted to demonstrate and fulfil the applicable Net Worth and Turnover criteria based on the credentials of FY 2023-24. Further, with reference to the "Internal Resource Generation Capability" requirement, we kindly request confirmation that the term "previous financial year" refers to FY 2023-24, consistent with the applicability for other financial criteria only.  Kindly confirm.	Bidder's understanding is in line with bid conditions.

38	3.9.2 (xi) of RIS	37	<p>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:</p> <p>a) Existing substations having available margin as indicated by the respective substation owner.</p> <p>b) Existing substations/ substations under construction where augmentation is under process or plans for augmentation have been announced.</p> <p>c) Substations approved under the updated plan made available by the CTU on its website, <a href="https://www.ctuil.in/renewable-energy">https://www.ctuil.in/renewable-energy</a>, subject to availability of requisite margin for grant of connectivity.</p> <p>d) Substations identified for RE capacity under para 3, 4, 5, and 9 of 'Transmission System for Integration of over 500 GW RE Capacity by 2030' published by CEA on its website, <a href="https://cea.nic.in/wpcontent/uploads/psp__a_i/2022/12/CEA_Tx_Plan_for_500GW_Non_fossil_capacity_by_2030_.pdf">https://cea.nic.in/wpcontent/uploads/psp__a_i/2022/12/CEA_Tx_Plan_for_500GW_Non_fossil_capacity_by_2030_.pdf</a>, including subsequent revision therein from time-to-time.</p> <p>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.</p>	<p>We would like to highlight that currently, there are very few CTU/ISTS substations available with margins for connectivity and scheduled commissioning timelines within the next 24-30 months.</p> <p>In this regard, we kindly request NHPC to consider allowing bidders to select substations with scheduled commissioning timelines up to 31st December 2028. Additionally, we request NHPC to permit bidders to choose substations that may not be on the current list but maybe introduced by CTUIL in due course with commissioning timelines by December 2028.</p> <p>This flexibility would enable RPDs to strategically plan their projects in locations that maximize renewable energy generation potential while also optimizing the overall project tariff and offering higher CUF.</p> <p>Furthermore, we would like to highlight that SECI has already incorporated similar provisions, allowing RPDs to select substations beyond the expected project COD, considering the limited availability of margins and ISTS substations. We request your office to adopt a similar approach to facilitate efficient project planning and execution.</p> <p>Also, please note that the latest updated margin list issued by CTUIL provides details only up to 31st January 2025. Given the rapid exhaustion of margins at substations, it becomes extremely challenging to accurately assess and secure feasible connectivity options for the projects.</p>	<p>Bid conditions are self explanatory. The concerns of the bidder is already addressed in the existing provisions.</p>
39	3.9.2 (xi) of RIS	37	<p>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:</p> <p>a) Existing substations having available margin as indicated by the respective substation owner.</p> <p>b) Existing substations/ substations under construction where augmentation is under process or plans for augmentation have been announced.</p> <p>c) Substations approved under the updated plan made available by the CTU on its website, <a href="https://www.ctuil.in/renewable-energy">https://www.ctuil.in/renewable-energy</a>, subject to availability of requisite margin for grant of connectivity.</p> <p>d) Substations identified for RE capacity under para 3, 4, 5, and 9 of 'Transmission System for Integration of over 500 GW RE Capacity by 2030' published by CEA on its website, <a href="https://cea.nic.in/wpcontent/uploads/psp__a_i/2022/12/CEA_Tx_Plan_for_500GW_Non_fossil_capacity_by_2030_.pdf">https://cea.nic.in/wpcontent/uploads/psp__a_i/2022/12/CEA_Tx_Plan_for_500GW_Non_fossil_capacity_by_2030_.pdf</a>, including subsequent revision therein from time-to-time.</p> <p>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.</p>	<p>Kindly confirm the below regarding the timelines of Substation:</p> <p>1. If bidder is allowed to consider/shortlist the substations which have timelines of SCOD/GNA even beyond the timelines of 24 months from PPA date, how the same will be treated.</p> <p>2. If bidder opts for substation within the timelines of PPA as per CTU list from the option mentioned under this clause and later at time of grant if CTU grants the start date as date beyond the SCD timelines of project, how the same will be treated by NHPC and if Bidder will get any extension without attracting any LD.</p>	<p>Bid conditions are self explanatory. The concerns of the bidder is already addressed in the existing provisions.</p>
40	3.10.1 of RIS	39	<p>The Buying Entity shall intimate the hours (which shall be 4 hours during a day between 18:00Hrs &amp; 24:00Hrs) during which it intends to draw the energy from the ESS on daily basis. Buying Entity shall choose the 4 hours such that there is a continuous discharge from the ESS at least for 1 hour. The SPG is mandated to deliver 2MWh of energy per MW of contracted capacity in AC terms, during Peak Hours as per the schedule given by the Buying Entity (i.e., For each 100 MW of contracted capacity, SPG shall supply up to 200MWh of energy during Peak Hours), on a daily basis. Reconciliation of the same shall be carried out on a monthly basis.</p>	<p>Kindly clarify the gap between the two cycles in case if the drawl from BESS will be in parts.</p>	<p>RIS Provision is self explanatory, bid condition shall prevail.</p>
41	3.30 of RIS	64	<p>The Central Electricity Regulatory Commission (Sharing of Inter-State Transmission Charges and Losses) (First Amendment) Regulations, 2023 dated 07.02.2023, and subsequent amendments and clarifications thereto provides graded waiver on ISTS charges for the projects commissioned (CoD) up to 30.06.2028. In case the project gets commissioned as per the timelines, the transmission charges (as per grading or otherwise) shall be borne by the "Buying Entity" or "Discoms". NHPC shall bear no liability with respect to transmission charges levied, if any.</p>	<p>Kindly confirm whether, in case if a project gets delay but the applicable transmission charges for the Buying Entity would remain the same based on the grading mentioned in the relevant clause. Please also clarify how such a scenario would be treated and if the charges will be levied on RPD or not in that case.</p>	<p>In case of delay in commencement of project beyond SCSD due factors solely attributable to SPD, SPD shall bear the <b>additional transmission charges</b> beyond the delivery point, if is applicable to DISCOMS under GNA regulations.</p>
42	3.24 of RIS	52	<p>Applicable EMD and PBG</p>	<p>We kindly request NHPC to consider calculating the EMD and PBG based on the contracted capacity instead of the installed capacity. This approach would enable Renewable Power Developers (RPDs) to utilize their guarantee limits more efficiently and will be helpful in reducing the overall financial burden.</p>	<p>Bid Conditions shall prevail</p>
43			<p>Configuration / Installed project capacity of project</p>	<p>Kindly confirm how NHPC will treat the case where the RPD will install over or below the declared project capacity.</p> <p>How the same will be treated and will there be any provisions of penalty in case RPD installs less than the declared project capacity, but fulfils the minimum obligations committed for power supply.</p>	<p>The Project will be declared as commissioned when all equipment as per rated project capacity has been installed and energy from the Project has flown into the grid, which will be verified by a committee/agency identified by NHPC/MNRE to witness the Commissioning of the Project.</p>
44			<p>ESS Requirement</p>	<p>Kindly confirm if bidder can use mix of ESS technologies to fulfil the requirements.</p>	<p>Refer Clause No. 2(xix), Definitions, Section-2 of RIS.</p>
45			<p>Buying Entity</p>	<p>Kindly confirm if any buying entity have already been identified for this Tranche.</p>	<p>Buyers will be identified post discovery of tariff.</p>
46	Clause 4.6.1 of PPA	197	<p>For failure to commission the project within the stipulated period the SPG shall be liable to pay the Procurer damages as per Article 4.6 of this Agreement;</p>	<p>Kindly confirm that if SPG fails to commission any capacity, even 0 MW, the Liquidated Damages (LD) will be limited to the encashment of the Performance Bank Guarantee (PBG) and no other LD or penalty will be applicable.</p>	<p>Refer Clause 4.6.1 of PPA which is self explanatory.</p>

47	Article 13 of PPA	214	<p>In line with latest guidelines regarding event of default, below provisions are expected to be incorporated by your good office:</p> <p>b. In the event the SPG fails to maintain energy supply corresponding to the minimum CUF as declared in the PPA for 2 (two) consecutive years excluding the first Contract year ending on 31st March immediately after Project Cod, The SPG's yearly minimum CUF obligation shall get reduced to the average of actual CUF for the 2 default years and the SPG 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.</p> <p>Provided that in case the SPG fails to pay the lump sum damages then, such failure of the SPG may be treated as an event of default and the PPA may be terminated. In the event of termination of PPA, the 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</p>	<p>With reference to this clause which NHPC is expected to amend, RPD to meet the minimum CUF requirements, LD will be applicable as per provisions of the PPA. However, as the clause introduces further obligations and Event of default provisions. Accordingly, we request NHPC to kindly clarify the understanding and interpretation as well and clarify the queries in this regard.</p> <p>Step-by-Step Interpretation (as per Bidder's understanding):</p> <ol style="list-style-type: none"> <li>1. Stage 1: In case of CUF shortfall for any year, the RE-PG shall be liable to pay LD as per PPA.</li> <li>2. Stage 2: If the shortfall continues for 2 consecutive years (excluding the 1st Contract Year), this will trigger an Event of Default (EoD).</li> <li>3. Stage 3: The average CUF of the 2 default years shall be considered as the revised minimum CUF obligation. Based on this revised CUF, the RE-PG will be required to pay lump-sum damages equivalent to 24 months (or balance PPA period, whichever is less) of the tariff.</li> </ol> <p>Query 1:</p> <p>Please confirm if the damages at this point will be calculated based on:</p> <ol style="list-style-type: none"> <li>a. The difference between the average actual CUF of the 2 default years and the quoted CUF by RE-PG; OR</li> <li>b. The difference between the average actual CUF and 85% of the quoted CUF (i.e., lower permissible CUF limit).</li> </ol> <p>4. Stage 4: From the third year onward (i.e., post the two default years), it is unclear how the revised CUF is to be treated for future performance obligations.</p> <p>Query 2: Kindly clarify which of the following interpretations is to consider:</p> <ol style="list-style-type: none"> <li>a. Will the revised CUF (i.e., the average of the two default years) become the new CUF obligation for the remaining PPA tenure? OR</li> <li>b. Will the original quoted CUF continue to remain applicable for CUF fulfilment in future years, and the revised CUF be used only for one-time damages calculation</li> </ol> <p>We request NHPC to confirm the above interpretation and provide a detailed illustration for clarity, as this will significantly impact project solutioning and the tariff. It is also important to mitigate any risk that could potentially lead to an Event of Default for RPD.</p>	Refer SI No. 3&4 of Corrigendum No. 2
48	Article 4.4.2 of PPA	194	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.	Kindly confirm if its mandatory to offer the excess power under this project to offer to NHPC or RPD can directly sell 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.
49	3.10(i)	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 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 19%-25%.	We request to kindly remove the upper ceiling and only keep minimum requirement such that RPD can supply the power and quote CUF as per its project design.	Refer SI No. 1 of Corrigendum No.2
50	1.9 of RIS of Section-1	10	Developers/Generators who have already commissioned Solar PV plants or are in process of constructing such plants and have untied capacity may also participate in the bid. Developers who have already set up capacity or who have spare untied capacity (that is unencumbered from any power supply commitments or power purchase agreements and is available for augmenting the proposed RE power under this RIS) may also participate in the bid.	<p>With reference to the relevant clause, we seek your kind clarification regarding the applicability of ALMM List I and II (Approved List of Models and Manufacturers) compliance for projects that are either under construction or already commissioned.</p> <p>As per the clause, solar projects that are under construction or commissioned without any long-term PPA and not availing benefits under any State or Central scheme—may be considered for selection under this tender. However, as per the provisions of the RIS, the bidder is required to implement the project using modules from both ALMM List-I (Approved Modules) and ALMM List-II (Approved Cells).</p> <p>Accordingly, we kindly request you to confirm If the bidder offers a project under this tender that is already under construction or expected to be commissioned on or before 31st May 2026, how will the ALMM compliance as per RIS will be treated for such project if these are under implementation / developed even prior to the MNRE's order of ALMM List-II (Approved Cells)? Whether such projects be eligible under this RIS even if the modules used do not include ALMM List-II compliant cells?</p>	Bid condition shall prevail.
51	Clause iii of 3.8.3 of Section-3	33	If the response to RIS is submitted by a Consortium the financial requirement as per Para-3.8.3 (i) and 3.8.3 (ii) above shall be met individually and collectively by all the Members in the Bidding Consortium. The financial requirement are to be met by each Member of the Consortium, which shall be computed in proportion to the equity commitment made by each of them in the Bidding Consortium.	<p>We request that NHPC to modify the clause as "If the response to RIS is submitted by a Consortium, then the financial requirement (both the Net-Worth and Liquidity requirements) to be met by the Consortium shall be computed on aggregate basis, summing up the meeting of eligibility requirements as demonstrated by the individual Consortium members".</p> <p>This approach, followed in several other central and state renewable energy tenders, will provide flexibility in forming technically and financially robust consortiums, encouraging wider participation and competition, and ultimately supporting better tariff discovery.</p>	Bid condition shall prevail.
52	xxix of Definitions, Section-2	17	Lead Member of the Bidding Consortium" or "Lead Member": There shall be only one Lead Member, having the shareholding more than 50% in the Bidding Consortium and cannot be changed till 1 (One) year of the Scheduled Commencement of Supply Date (SCSD) of the Project;	<p>We request NHPC to revise the definition as follows "There shall be only one Lead Member, who shall be authorized to act as the Lead Member by all the other members in the Bidding Consortium/JV"</p> <p>This modification would allow any member, regardless of their shareholding in the consortium, to be designated as the Lead Member, subject to mutual agreement among the members.</p>	Bid condition shall prevail.
53	Clause 3.24	52	The Bank Guarantees towards EMD have to be issued in the name of the Bidding Company/ Lead Member of Bidding Consortium. In the event of encashment of EMD, the encashed amount shall include all applicable taxes.	<p>We request NHPC to modify the clause as "The Bank Guarantees towards EMD have to be issued in the name of the Bidding Company/ any Member of Bidding Consortium/JV".</p> <p>Since all consortium members will be jointly and severally responsible for the bid. Therefore, the Bank Guarantee towards the EMD can be submitted by any member of the bidding consortium</p>	Bid condition shall prevail.