

NHPC LIMITED
(A Government of India Enterprise)

CIN: L40101HR1975GOI032564

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

Dated: 08.05.2025

Corrigendum No.-4

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 |
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| 1 | Cl. 3.24 (i) General Page -57 | New clause added at 3.24 (i) General | Since the PBG is linked to the Installed Capacity of the Project, and the same is allowed to be modified subsequent to issuance of LoA, in case of modification in the Installed Capacity until the date as on achievement of Financial Closure for the project as per Clause 3.27, for which modified connectivity is granted for the Project, the RPD will be required to submit the revised PBG corresponding to the revised Installed Capacity prior to commencement of supply of power from the Project(s). |
| 2 | 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 years (except for the first and final Contract Years), throughout the term of this Agreement [in such cases, 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 Procurer lump-sum damages | 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 [for hours other than peak hours, 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 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 |

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| | | 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 | 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 |
| 3 | 13.3.1 of PPA, Page 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 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 the said damages by way of forfeiture of bank guarantee, if any, without prejudice to resorting to any other legal course or remedy. | 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 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 or minimum monthly availability as the case may be. 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. |
| 4 | Format 6.7 Page | <p>FORMAT FOR TECHNICAL CRITERIA</p> <p>3.0 Evidence such as notarized copies of un-priced purchase orders / agreements entered into, for supply of plants and equipment for the project(s) within 18 months from the effective date of PPA.</p> | 3.0 Evidence such as notarized copies of un-priced purchase orders / agreements entered into, for supply of plants and equipment for the project(s) within 18 months from the effective date of PPA/or within 6 months prior to the SCSD/ extended SCSD . |
| 5 | 3.14.2, Page 47 | The Performance Bank Guarantee /POI as per Clause 3.24 of this RfS shall be submitted by the SPG prior to signing of PPA. Before signing of PPA between NHPC and the SPGs, NHPC will verify the | The Performance Bank Guarantee /POI as per Clause 3.24 of this RfS shall be submitted by the SPG prior to signing of PPA. Before signing of PPA between NHPC and the SPGs, NHPC will verify the shareholding of the Project Company |

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| | <p>shareholding of the Project Company along with a copy of complete documentary evidence. If at this stage, it is found that the documents furnished by the SPGs are false / misleading or misrepresented in any way, then the provisions contained in this RfS will be applicable.3.14.3 Successful bidders will have to submit the required documents to NHPC within 70 days from the issue of LoA. In case of delay in submission of documents beyond the period as mentioned above, NHPC shall not be liable for delay in verification of documents and subsequent delay in signing of PPA.</p> | <p>along with a copy of complete documentary evidence. If at this stage, it is found that the documents furnished by the SPGs are false / misleading or misrepresented in any way, then the provisions contained in this RfS will be applicable.3.14.3 Successful bidders will have to submit the required documents to NHPC within 15 days from the issue of LoA. In case of delay in submission of documents beyond the period as mentioned above, NHPC shall not be liable for delay in verification of documents and subsequent delay in signing of PPA.</p> |
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All other terms & conditions of the Bid Document shall remain unchanged.

General Manager (CC-I)

Email: contcivil1-co@nhpc.nic.in

Clarification to Bidders-2

Date: 08.05.2025

| 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 | | | | | |
|--|-------------|----------|---|--|---|
| Tender ID: 2025_NHPC_849707_1 | | | | | |
| Sl.No. | Clause No | Page No. | RfS Specification/conditions as per Tender | Bidder's Query | NHPC's Reply |
| 1 | 3.24 (ii) | 53 | 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. The PBG should be valid for a period up to (& including) the date as on 9 months after the Scheduled Commencement of Supply Date of the Project. PBG shall be submitted for each project separately. | As the PBG is linked to the installed capacity, we understand that any revision in the installed capacity, whether an increase or decrease will necessitate a corresponding revision in the PBG amount. However, the provisions related to the submission of a revised PBG in case of such changes are currently unclear or not provided in the document. We request NHPC to kindly look into the same and incorporate appropriate provisions to address the issue to avoid any ambiguity at later stage. | Please refer Sl.no. 1 of Corrigendum No. 4. |
| 2 | 13.1.1 (ii) | 216 | 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 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 | <p>With reference to the provisions outlined under Article 13.1.1 (ii), we seek confirmation on the following:</p> <p>1. In case of default of peak hours for 6 consecutive months:</p> <p>As per our understanding, if the SPG fails to meet the peak hour obligations for six (6) consecutive months, it shall be treated as an Event of Default (EoD). In such a case: The EOD will trigger and PPA shall be liable for termination. SPG shall be liable to pay the Procurer damages equivalent to 24 months, or the balance PPA period, whichever is less, of the tariff corresponding to the Contract Capacity. The penalty amount shall be calculated based on the minimum annual Peak requirement, i.e., 85%.</p> <p>2. In case of default of Annual CUF for 2 consecutive years:</p> <p>The SPG shall pay the applicable penalty for CUF shortfall during each of the two default years, as per standard provisions. After 2 consecutive years of default, the average CUF achieved during the default years shall be used to compute a lump sum penalty for a period of twenty-four (24) months or the balance PPA period, whichever is less. From the third year onward, the revised minimum annual CUF obligation for the SPG shall be the average CUF achieved during the two default years.</p> <p>We request you to kindly confirm that our understanding is in line with the provisions of the RFS and PPA.</p> | <p>1. In case of default of peak hours for 6 consecutive months:</p> <p>Bidder understanding regarding trigger date of Event of default is correct, Bidder may also refer Sl.no 2 & 3 of Corrigendum No. 4.</p> <p>2. In case of default of Annual CUF for 2 consecutive years:</p> <p>Bidder understanding is correct and may also refer Sl.no 2 & 3 of Corrigendum No. 4.</p> |

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| 3 | 1.9 | 10 | <p>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 RfS) may also participate in the bid.</p> | <p>With reference to the relevant clause, we seek 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 RfS, 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 RfS 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 RfS even if the modules used do not include ALMM List-II compliant cells?</p> | <p>Only those project shall be eligible which qualifies the ALMM List-I and List-II</p> |
| 4 | Format 6.7 | 114 | | <p>The clause 3.27 says the Projects shall achieve Financial Closure by the date as on 6 months prior to the SCSD/ extended SCSD. The Format 6.7 requires submission of the Financial Closure documents within 18 months from the effective date of PPA. It is requested to your kind offices to revise the format 6.7 to match with the provisions of clause 3.27.</p> | <p>Please refer Sl. No. 4 of Corrigendum No. 4.</p> |