

Clarifications dated 25.08.2023 on the Request for Selection Document issued for selection of Wind Power Developers for setting up of 100 MW ISTS Connected Wind Power Projects in India under Tariff based Competitive Bidding under Scheme for Flexibility in generation and Scheduling of Thermal/Hydro Power Stations through bundling with Renewable energy and Storage Power notified by Ministry of Power, GOI

S. No.	Documents	Clause No.	Existing Clause	Proposed Modifications	Rationale/Remarks	BPC response
1	RfS	3.3	....The Contracted Capacity shall be quoted in multiple of 10 MW only.	Deletion	Since the WTG rating are not in whole numbers, therefore, it would be difficult for bidders to fulfil this requirement. Hence the Bidders should be allowed to quote as per there due diligence of the WTGs to be used.	No Change. The provision of the RfS shall prevail
2	RfS	5.5	RECPDCL reserves the right to cancel any or all of the bids in view of higher tariff discovered after e-RA.	Deletion	Request to delete this point as the bidders are unaware of the range of tariff being sought by REC/DVC. As an alternative, REC may specify a ceiling tariff for the bid.	No Change. The provision of the RfS shall prevail
3	RfS	7.10	The WPDs shall be required to apply for connectivity at the identified substations within 30 days of issuance of LOAs , and shall furnish copies of the application,	The WPDs shall be required to apply for connectivity at the identified substations within 30 days of Effective Date of PPA signing , and shall furnish copies of the application,	In order to align the start date of Connectivity and the SCOD of the project, the bidder should be allowed to apply for Connectivity after PPA signing. Moreover, since PPA will be signed after tariff adoption which may take some time, it is suggested that the Connectivity application timeline should be revised to 30 days post PPA signing. The same is also being followed in SECI bids.	No Change. The provision of the RfS shall prevail
4	RfS	9 (vi)	WPD's setting up projects in vicinity of Air Force bases/ aerodromes are needed to apply for necessary MoD clearances within 90 days of effective date of PPA's and forward the copies of application to DVC within 07 days of filling of applications.	WPD's setting up projects in vicinity of Air Force bases/ aerodromes are needed to apply for necessary MoD clearances within 12 months of effective date of PPA's and forward the copies of application to DVC within 07 days of filling of applications.	Application to MoD requires finalized location coordinates and Turbine height which is finalized only after OEM and model finalization. These activities cannot be completed within 90 days of PPA signing. Hence the bidders should be allowed a time period of 12 months from PPA Effective date for MoD application.	No Change. The provision of the RfS shall prevail
5	RfS	9 (Note)	The WPD shall apply for all the necessary approvals, permits and clearances not more than 90 days from the Effective Date of PPA, which shall be complete in all respects, incorporating the clarifications/changes as required by the concerned authorities.	The WPD shall obtain all the necessary approvals, permits and clearances prior to Commissioning , which shall be complete in all respects, incorporating the clarifications/changes as required by the concerned authorities.	Since there are a number of approvals (e.g. PTCC, CEA Safety approval, First Time Charging) which are obtained after completion of construction activities, hence the bidder should be allowed to apply and obtain all the requisite Consents and Clearances prior to Commissioning of the Project.	No Change. The provision of the RfS shall prevail
6	RfS	6(i)	A Bidder including its Parent, Affiliate or Ultimate Parent or any Group Company may submit a single bid for any quantity between (and including) 50 MW to 100 MW, in the prescribed formats. The project shall be quoted in multiples of 10 MW only.	Please modify the clause as per remarks	WTGs available to IPP are range of 2.3,2.7, 3 & 3.3 MW respectively and it is not possible to quote the capacity in multiples of 10 MW. Therefore, please amend the clause suitably.	No Change. The provision of the RfS shall prevail
7	RfS	8.1	.....the WPDs will be allowed to revise the same once within first year after COD.....	.....the WPDs will be allowed to revise the same once within first three (3) years after COD.....	Basis the project performance in initial 2-3 years, please allow WPD to revised CUF ONCE after 3 years of COD.	No Change. The provision of the RfS shall prevail
8	RfS	9(vi)	WPD's setting up projects in vicinity of Air Force bases/ aerodromes are needed to apply for necessary MoD clearances within 90 days of effective date of PPA's and forward the copies of application to DVC within 07 days of filling of applications	WPD's setting up projects in vicinity of Air Force bases/ aerodromes are needed to apply for necessary MoD clearances within 8 months of effective date of PPA's and forward the copies of application to DVC within 07 days of filling of applications	It is not possible to identify all WTG locations within the 90 days timeframe along with OEM and WTG finalisation. Hence please extend the MOD clearance application timelines to 8 months.	No Change. The provision of the RfS shall prevail
9	RfS	10.1	Earnest Money Deposit (EMD) of INR 13.26 Lakh/ MW corresponding to the Contracted Capacity quoted by the bidder....	Earnest Money Deposit (EMD) of INR 5 Lakh/ MW corresponding to the Contracted Capacity quoted by the bidder....	Please reduce the EMD amount as current amount is very high.	No Change. The provision of the RfS shall prevail
10	RfS	11.1	Bidders selected by RECPDCL based on this RfS shall submit Performance Guarantee for a value @ INR 19.89 Lakh/ MW/Project....	Bidders selected by RECPDCL based on this RfS shall submit Performance Guarantee for a value @ INR 10 Lakh/ MW/Project	Please reduce the PBG amount as current amount is very high.	No Change. The provision of the RfS shall prevail
11	RfS	15.1	.....Cost to be incurred by Procurer (DVC) in lieu of Tariff petition to be submitted by procurer before competent authority for adoption of discovered tariff is to be borne by successful bidders in proportion to their successful bid quantum.....	To be deleted	As per Clause 12 of RfS, INR 1.00 Lakh/ MW/ Project + 18% GST is being paid to REC as administrative overheads as a Success charges. All these charges shall be built under success charges. Therefore, please delete these conditions.	No Change. The provision of the RfS shall prevail. However it is clarified that the Successful bidders (in their proportion to their successful bid quantum) have to reimburse fees for filing of Tariff Petition only after adoption of tariff before signing of PPA
12	RfS	17.2.a	The Scheduled Commissioning Date (SCD) for commissioning of the full capacity of the Project shall be the date as on 18 months from the Effective Date of the PPA....	The Scheduled Commissioning Date (SCD) for commissioning of the full capacity of the Project shall be the date as on 24 months from the Effective Date of the PPA....	18 months timeline is short. Please increase the timelines to 24 months from Effective date of PPA as applicable in similar wind bids issued by SECI, GUVNL etc.. Further there are no ISTS substations with available margins which can match 18 months timeline of project commissioning. Kindly amend the clause suitably.	No Change. The provision of the RfS shall prevail
13	RfS	17.4	...Early part commissioning of the Project will be allowed solely at the risk and cost of the WPD and DVC may purchase the energy from such early part commissioned Project @ 75% (seventy- five per cent) of the PPA tariff....	...Early part commissioning of the Project will be allowed solely at the risk and cost of the WPD and DVC may purchase the energy from such early part commissioned Project @ 75% (seventy- five per cent) of the PPA tariff	WPD should not be penalised for early commissioning. Infact to promote the capacity addition promptly, power should be procured at PPA Tariff.	No Change. The provision of the RfS shall prevail
14	RfS	5.5	Issuance of LOA: RECPDCL reserves the right to cancel any or all of the bids in view of higher tariff discovered after e-RA. In all cases, RECPDCL decision regarding selection of Bidder through Reverse Auction or other- wise based on tariff or annulment of tender process shall be final and binding on all participating bidders. LoA shall be placed by RECPDCL on behalf of DVC	To be deleted	Since Tariff is being determined by Transparent bidding process, it should be acceptable to REC/DVC. Bidders will invest time on bid and cancelling bid for such reasons will be set back for the bidders. As an alternative, please specify a benchmark tariff to avoid bid cancellation.	No Change. The provision of the RfS shall prevail

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15	PPA	Definitions	SCD: shall mean 18 months from Effective Date of PPA.	SCOD: shall mean 24 months from Effective Date of PPA.	18 months timeline is short. Please increase the timelines to 24 months from Effective date of PPA as applicable in similar wind bids issued by SECI, GUNVL etc.. Further there are no ISTS substations with available margins which can match 18 months timeline of project commissioning. Kindly amend the clause suitably.	No Change. The provision of the PPA shall prevail
16	PPA	3.3.1	The Performance Bank Guarantee (PBG)/ Payment on Order Instrument (POI) having validity from the date of submission of PBG/ POI until 9 months after the SCD submitted for a value of Rs..... (INR 19.89 Lakh/MW)....	The Performance Bank Guarantee (PBG)/ Payment on Order Instrument (POI) having validity from the date of submission of PBG/ POI until 9 months after the SCD submitted for a value of Rs..... (INR 10 Lakh/MW)....	Please reduce the PBG amount as current amount is very high.	No Change. The provision of the PPA shall prevail
17	PPA	4.4.2	...In case the DVC purchases the excess generation, the same may be done at 75% (seventy-five per cent) of the PPA tariff.....	...In case the DVC purchases the excess generation, the same may be done at 75% (seventy-five per cent) of the PPA tariff.....	WPD shall not be penalised for project generating more than CUF listed in clause 4.4.1 and excess power shall be procured at PPA Tariff. Kindly amend the clause suitably.	No Change. The provision of the PPA shall prevail
18	PPA	9.2	Pursuant to Article 5.1.8, in case of early part-commissioning, till SCD, subject to the consent for such purchase by the DVC, DVC may purchase the generation @..... [Insert the value as per 75% (seventy-five per cent) of the Applicable Tariff]....	Pursuant to Article 5.1.8, in case of early part-commissioning, till SCD, subject to the consent for such purchase by the DVC, DVC may purchase the generation @..... [Insert the value as per PPA Tariff 75% (seventy-five per cent) of the Applicable Tariff]....	WPD shall not be penalised for early commissioning. In fact to promote the capacity addition promptly, power should be procured at PPA Tariff.	No Change. The provision of the PPA shall prevail
19	PPA	Article 12	Change In Law	Please specify the details/elaborate Change In Law as per Electricity (Timely Recovery of Costs due to Change in Law) Rules, 2021 notified by MoP on 22nd October 2021 and amendments thereof issued from time to time.	Kindly amend the clause suitably.	Please refer Article 12 of the PPA which is amply clear and shall prevail which shall be in accordance with Electricity (timely recovery of cost due to Change in Law), rules 2021 and as amended from time to time.
20	RfS	Section II IFB point no. 4	Power procured by Damodar Valley Corporation (DVC) from the above Projects has been provisioned to replace thermal power through existing PPAs of DVC with various DISCOMs. If thermal generator is not able to replace thermal power, then the solar power can be sold in Exchange as per the provisions of MoP Flexibility scheme dated 12.04.2022 and amendments thereof.		Please confirm If thermal generator (DVC) is not able to replace thermal power, then it is the duty of DVC to sale the Solar Power in Exchange. The Solar Generator will get paid by DVC for all of its scheduled power.	No Change. The provision of the RfS shall prevail
21	RfS	ITB point no. 7.10	----- the Bidders shall apply due diligence while choosing the proposed substation, and may choose their substations from any one of the following options: i. Existing substations having available margin as indicated by the respective substation owner. ii. Existing substations where augmentation is under process or plans for augmentation have been announced. iii. Substations located in the Northern, Western and Southern regions under the updated plan made available by the Minutes of meeting for Northern, Western and Southern Region Standing Committees and as displayed by the CTU on its website, https://webapps.powergrid.in/ctu/w/Default.aspx , subject to availability of requisite margin for grant of connectivity. Bids indicating substations outside the above three choices will be liable for rejection		In case the Bidder gets connectivity at substation which falls within the clause provisions but that substation has commissioning beyond June 2025 leading to non-eligibility (partial eligibility) for interstate waiver, who will bear the charges in such cases.	No Change. The provision of the RfS shall prevail. The said provision is amply clear.
22	RfS	20.1	Single stage, Two Envelope bidding followed by e-Reverse Auction followed by L-1 Matching , has been envisaged under this RfS. Bidders have to submit both Techno Commercial Bid and Financial bid (Tariff) together in response to this RfS -----.	The Clause 5.4(b) has following provision :b) The bidders who fall within the range of (and including) the lowest tariff (L1 tariff) + 2% of the L1 tariff-hereinafter referred to as "the range"- will be declared as Successful Bidders under the RfS,	We would like to know whether the bidder to get selected requires to match with the L1 OR the bidder requires to have the the tariff within the range of L1+2%. Please clarify.	The provision 5.4(b) read along with the illustration referred in provision 5.4(c) are self explanatory.
23	PPA	Recital F	DVC has agreed to purchase such Wind Power from the WPD under MoP scheme for flexibility in Generation and Scheduling of Thermal/ Hydro Power Stations through bundling with Renewable Energy and Storage Power. The Wind Power shall be used for replacement of thermal power station whenever it is feasible and, in the circumstances, whenever it is not feasible to replace under flexibility such Wind Power shall be sold by DVC to third party/ power exchange as per provisions of the scheme.		Please confirm If thermal generator (DVC) is not able to replace thermal power, then it is the duty of DVC to sale the Solar Power in Exchange. The Solar Generator will get paid by DVC for all of its scheduled power.	No Change. The provision of the PPA shall prevail. The said provision is amply clear.
24	PPA	2.1.2	2.1.2 The Parties agree that decisions pertaining to adoption of the Tariff and approval of the same, for procurement of contracted capacity, shall be binding on all Parties concerned, as contained in the Electricity Act, 2003 and any amendments thereof.		Please clarify whose decisions pertaining to adoption of the Tariff and approval of the same, for procurement of contracted capacity shall be binding. We assume decisions of Appropriate Commission would be binding on all Parties concerned. What if the Appropriate Commission directs changes in the PPA/PSA which will have impact on financials of the Project? In case of significant changes suggested by Appropriate Commission which may have bearing on the tariff, there should be exit provision available to the bidder. Will there be commensurate extension to achieve FC and SCOD if the adoption of tariff and approval for procurement of contracted capacity gets delayed?	No Change. The provision of the PPA shall prevail.

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25	RIS	7.10	<p>The WPD shall be required to follow the detailed Procedure as issued by CERC/ CTU under the Central Electricity Regulatory Commission (Connectivity to the inter-State Transmission System) Regulations, 2022, as well as other Regulations issued by CERC/ CEA and as amended from time to time. It is further clarified that the Entities as indicated in the Detailed Procedure issued under the above Regulation, will be responsible for their respective obligation as notified in the Detailed Procedure, irrespective of the provisions of the RIS and PPA. The entire cost of transmission including cost of construction of line, wheeling charges, SLDC/Scheduling charges, SOC, MOC, maintenance, losses etc. and any other charges from the project up to and including at the interconnection point will be borne by the WPD.</p>		<p>As on now CEA Working Group (WG) in respect of Data Submission Procedure And Verification of Compliance to CEA Regulations is not clear w.r.t to Technical specifications & Detailed Standard operating procedure (SOP) visi-a-vis Dynamic reactive power compensation.</p> <p>We request RECPDCL to kindly clarify / suitably amend this clause.</p>	<p>No Change. The provision of the Rfs are clear. Latest available CEA/CERC regulation to be followed.</p>