

Clarifications dated 19.01.2023 on the Request for Selection Document issued for selection of Solar Power Developers for setting up of 1250 MW ISTS Connected Solar PV Power Projects in India under Tariff based Competitive Bidding (Tranche-I) 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 by Bidders	Rationale/Remarks of Bidders	BPC Response
1	RfS	Interpretations	The tentative exhaustive but not limited, list of stations to be used for replacement of thermal power is as under....	Details sought	Request to share the tariffs at which NTPC is currently supplying power to the respective DISCOMs. Alternatively, REC/NTPC may provide the details of the DISCOMs which will be supplied with the proposed RE power from the solar project.	Tariff has to be quoted by Bidders based on their assessment and due diligence.
2	RfS	7.5	The transmission connectivity to the SPD may be provided by the CTU/STU, as the case may be, prior to commissioning of the project on the request of the SPD, to facilitate	Clarification sought	Clause 7.10 mentioned that 'The Bidders are free to choose the ISTS substations for Interconnection of the Project to the Grid on a pan-India basis'. It is thereby requested to	The provisions of RfS documents are amply clear " <i>the transmission connectivity to the SPD may be provided by the CTU/STU, as the</i>

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			testing...		clarify of the project is to CTU connected only or it can be either CTU or STU connected.	<i>case may be, prior to commissioning of the project on the request of the SPD, to facilitate testing and allow flow of infirm power generated into the grid to avoid wastage of power “</i>
3	RfS	8.4	<p>Generation Compensation for Offtake Constraints:</p> <p>a. Offtake Constraints due to Transmission Infrastructure/ Grid Unavailability.....</p> <p>b. Offtake Constraints due to Backdown....</p>	<p>c. Generation Compensation in Offtake Constraints Due to Grid Unavailability Beyond Delivery Point - During the operation of the plant, there can be some periods where the plant can generate power but due to temporary transmission</p>	Request for incorporation of Generation Loss due to Grid Breakdown as case for Generation Compensation	Provisions of RfS shall prevail and Please refer PPA clause no 4.10.2.

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				<p>unavailability beyond Delivery Point the power is not evacuated, for reasons not attributable to the Successful Bidder. In such cases the generation compensation shall be addressed by NTPC in following manner: Generation Loss = [(Average Generation per hour during the contract year) × (number of hours of grid unavailability beyond Delivery Point during the contract year)]</p>		

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4	RfS	11.7	The selected Bidder for the Project selected based on this RfS is required to sign PPA with NTPC within 60 Days after the issue of LoA, subject to adoption of tariff by Commission.	Clarification sought	Request to specify the timeline for issuance of LOA post completion of E-RA	LOA shall be issued as per timelines prescribed in MoP gazette notification dated 27.08.2022
5	RfS	11.7	The selected Bidder for the Project selected based on this RfS is required to sign PPA with NTPC within 60 Days after the issue of LoA, subject to adoption of tariff by Commission.	Clarification sought	Request to specify the timeline for tariff adoption post E-RA/LOA issuance	Tariff adoption will be as per the procedure laid down by the Commission.

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6	RfS	15.1	<p>NTPC shall enter into Power Purchase Agreement (PPA) with Bidders selected based on this RfS. A copy of standard Power Purchase Agreement to be executed between NTPC and the selected SPD is available on ISN-ETS Portal https://www.bharat-electronictender.com and also in RECPDCL website www.recpdcl.in. The PPA will be signed after adoption of tariff by CERC. PPA will be executed between NTPC and selected bidder or its SPV.</p>	Clarification sought	Request to specify a timeline for signing the PPA post LOA issuance	Please refer Clause no 11.7 of RfS

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7	RfS	20.1	Single stage, Two Envelope bidding followed by e-Reverse Auction followed by L-1 Matching, has been envisaged under this RfS.	Single stage, Two Envelope bidding followed by e-Reverse Auction followed LOA issuance to the lowest tariff (L1 tariff) + 2% of the L1 tariff, has been envisaged under this RfS.	Request to amend the respective clause so as to remove ambiguity in the selection procedure.	Clause 20.1 is to be read in conjunction with Section V of the RfS.
8	PPA	Article 12	Change in Law	Relief for Change in Law clause to be incorporated	Request to define the clauses covered under Change in Law and the process to be followed to claim Relief under Change in Law.	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).

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9	PPA	14.1	Indemnity: The SPD shall indemnify, defend and hold NTPC harmless against:a) any and all third-party claims against NTPC for any loss of or damage to propertyof such third party, or death or injury to such third party, arising out of a breach by the SPD of any of its obligations under this Agreement; andb) any and all losses, damages, costs and expenses including legal costs, fines, penalties and interest actually suffered or incurred by NTPC from third party claims arising by reason of a breach by the SPD of any of its obligations under this Agreement,	The NTPC shall indemnify, defend and hold SPD harmless against:a) any and all third-party claims against SPD for any loss of or damage to propertyof such third party, or death or injury to such third party, arising out of a breach by the NTPC of any of its obligations under this Agreement; andb) any and all losses, damages, costs and expenses including legal costs, fines, penalties and interest actually suffered or incurred by SPD from third party claims arising by reason of a breach by the NTPC of any of its obligations	Request to indemnify the SPD by NTPC as well.	Provisions of PPA shall prevail.

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			(provided that this Article 14 shall not apply to such breaches by the SPD, for which specific remedies have been provided for under this Agreement)	under this Agreement, (provided that this Article 14 shall not apply to such breaches by the NTPC, for which specific remedies have been provided for under this Agreement)		
10	RFS	7.10			Request you to kindly annex the list of CTU Substation as part of the RfS which can, inter-alia, be considered by the SPD for the development of the Solar Project	The list of CTU substation may be referred through the below link provided: https://www.ctuil.in/u/menuitem.aspx?d=M0N4XikjdPA=

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11	RFS	8.1	The declared annual CUF shall in no case be less than 22%	The declared annual CUF shall in no case be less than 17%. Successful Bidder shall maintain generation so as to achieve annual CUF within + 10% and -15% of the declared value till the end of 10 years from COD, subject to the annual CUF remaining minimum of 15%, and within +10% and - 20% of the declared value of the annual CUF thereafter till the end of the PPA duration of 25 years.	Request to accept 17% as minimum criteria as the same if being followed by the major bidding agencies including GUVNL (<i>GUVNL / 500 MW / Solar (Phase XVIII) dated 21.10.2022</i>), SECI (<i>SECI/C&P/SPD/ISTS-X/RfS/1200 MW/072021 dated: 14.07.2021</i>), REMCL (<i>REMCL/CO/Solar/TSS-II/2022 dt.: 15.07.2022</i>). This will help covering the degradation of the plant over the period of time	The declared annual CUF shall be as per the relevant clause of RfS.

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12	RFS	8.3	Any excess generation over and above the declared annual CUF may be purchased by NTPC at its discretion (without any obligation to do so) at a fixed tariff of 75% (seventy- five percent) of the PPA tariff. However, the SPD shall inform at least 60 days in advance of such excess generation to NTPC, to enable NTPC take necessary actions for sale of this excess generated energy. NTPC shall be required to intimate its approval/refusal to the SPD, for buying such excess generation not later than 30 days of receiving the above offer from the SPD. In the	Any excess generation over and above the declared annual CUF may be purchased by NTPC at its discretion (without any obligation to do so) at a fixed tariff of <u>100</u> 75 % (<u>one-</u> one- <u>hundred</u> seventy- <u>seventy-</u> five percent) of the PPA tariff. However, the SPD shall inform at least 60 days in advance of such excess generation to NTPC, to enable NTPC take necessary actions for sale of this excess generated energy. NTPC shall be required to intimate its approval/refusal to the SPD, for buying such excess generation not later than 30 days of	The intent of the said tender is to bundle the solar power with conventional which will help NTPC to reduce the over tariff to the DISCOM and accordingly, any excess generation shall be bought by NTPC at the 100% PPA Tariff without any restriction. As these would further reduce overall bundled tariff by more solar being supplied. Additionally, as we understand NTPC would be incentivize for lowering the overall offtake tariff to DISCOM (sharing of benefit / difference between the conventional tariff and bundled tariff).	Provisions of RFS shall prevail

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			event the offer of the SPD is not accepted by NTPC within the said period of 30 days, such right shall cease to exist and the SPD, at its sole discretion, may sell such excess power to any third party.	receiving the above offer from the SPD. In the event the offer of the SPD is not accepted by NTPC within the said period of 30 days, such right shall cease to exist and the SPD, at its sole discretion, may sell such excess power to any third party.	Accordingly, NTPC should allow the SPD to help generate in excess and incentivize the SPD by full tariff	
13	RFS	11.7			Request you to kindly mention the timelines for issuance of the LOA from the completion of the e-RA	LOA shall be issued as per timelines prescribed in guidelines notified by MoP gazette notification dated 27.08.2022

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14	RFS	11.7			Request you to kindly include the timeline for tariff adoption by the Appropriate Commissions (including CERC and concerned SERC). This would help the SPD to appropriate consider the timeline in their Project Schedule	Tariff Adoption will be as per the procedure laid by the commission.
15	RFS	17.2	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	In order to achieve better economics (especially on the modules prices), it will be better to have the extended commissioning timelines upto 24 months. Thus providing better tariff to the offtaker	Provisions of RfS shall prevail.

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16	RFS	20.1 and 5.4	<p>20.1 - Single stage, Two Envelope bidding followed by e-Reverse Auction followed by L-1 Matching, has been envisaged under this RfS.</p> <p>5.4 - 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, subject to the following conditions:</p>	Request to remove L1 matching and L1+2% criteria (which ever is applicable for the tender).	This condition creates undue pressure on the Developers to quote aggressive tariff numbers to win the capacity. It also creates the risk of partial capacity allocation if L1 bidder has quoted much aggressive tariff and rest of bidders fail to match or fall within 2% criteria.	Single stage, Clause 20.1 is to be read in conjunction with Section V of the RfS.

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17	Bidding Documents	General			Request you to kindly update on the status of the approval of bid documents by the concerned regulatory commissions. We have noticed that all the bidding agencies (including SECI and GUVNL) usually gets their standard bidding documents approved by the concerned regulatory commissions (including deviation (if any)) before inviting the bids or in parallel to the bidding process.	The RfS and PPA has been prepared in accordance with the guidelines notified by MoP dated 27.08.2022.
18	Bidding Documents	General			Basis the earlier experience, NTPC has withdrawn some bid as they were not able to get the off-taker / sign the PSA. This has involved substantial time and	PPA shall be signed by the NTPC against their ongoing PPAs as per the provisions of RfS document issued

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					<p>efforts of the developer. We request you to kindly arrange to provide the in-principle consent from the Discoms / SERCs on their acceptance of buying the bundled power at the tariff determined by the competitive bidding. We would also like to understand the Discoms being envisaged for purchasing the bundled power as it would also help us understand the time period we are envisaging for the signing of the PPA post regulatory tariff adoption and hence, the execution readiness of the Projects</p>	<p>under the bundling scheme.</p>

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19	RFS / PPA	Auxiliary Consumption			Request you to kindly arrange to provide the treatment of auxiliary consumption. There is mixed practice prevailing in the industry wherein (a) the auxiliary consumption is netted-off from the State Energy Account; or (b) auxiliary consumption is billed separately by the off-taker at HT Tariff. As this both the options / practice has large difference in implication on the economics, this clarity from REC / NTPC would help the SPD make appropriate assumption	Auxiliary power consumption will be treated as per the concerned Central/State regulations

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20	PPA	Due Date	shall mean the forty-fifth (45th) day after a Monthly Bill (including all the relevant documents) or a Supplementary Bill is received in hard copy and duly acknowledged by the NTPC or, if such day is not a Business Day, the immediately succeeding Business Day, by which date such Monthly Bill or a Supplementary Bill is payable by the NTPC.	shall mean the <u>thirtieth</u> (30th) forty-fifth (45th) day after a Monthly Bill (including all the relevant documents) or a Supplementary Bill is received in hard copy and duly acknowledged by the NTPC or, if such day is not a Business Day, the immediately succeeding Business Day, by which date such Monthly Bill or a Supplementary Bill is payable by the NTPC.	We request you to kindly reduce the credit period of payment from 45 days to 30 days as the same would help better the cash flow for the Project and reduce working capital requirement	Provisions of PPA shall prevail
21	PPA	10.3.3	LPSC shall be applicable as per MoP LPSC Rules 2022 and amendments thereof.		We request you to kindly remove the reference to the MOP LPSC Rules 2022. However, in its place, please include the telescopic Late Payment Surcharge reciprocal to rebate provision. The	Provisions of PPA shall prevail

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					said provision has to be balance in case NTPC delays the payment to SPD.	
22	PPA	10.3.2 (a)	In case of any excess payment adjustment, 1.25% surcharge will be applicable on day-to-day basis.	Delete the provision	This provision is too onerous. If NTPC has made excess payment, then they shall recover or seek immediate refund but not at the cost of the SPD. We request you to kindly delete the said provision	Provisions of PPA shall prevail
23	PPA	10.5.3	If the SPD agrees to the claim raised in the Bill Dispute Notice issued pursuant to Article 10.5.2, the SPD shall revise such Bill and present along with the next Monthly Bill. In such a case excess amount shall be refunded along with interest at the same rate as Late Payment	If the SPD agrees to the claim raised in the Bill Dispute Notice issued pursuant to Article 10.5.2, the SPD shall revise such Bill and present along with the next Monthly Bill. In such a case excess amount shall be refunded along with interest at the same	Strikethrough provision is too onerous. If NTPC has made excess payment, then they shall recover or seek immediate refund but not at the cost of the SPD. We request you to kindly delete the strikethrough provision	Provisions of PPA shall prevail

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			Surcharge, which shall be applied from the date on which such excess payment was made by the disputing Party to the invoicing Party and up to and including the date on which such payment has been received as refund.	rate as Late Payment Surcharge, which shall be applied from the date on which such excess payment was made by the disputing Party to the invoicing Party and up to and including the date on which such payment has been received as refund.		
24	Bidding Documents	General			NTPC will be responsible for compliance of all the requirements specified in the Gazette Notification dated 27.08.2022 "scheme for flexibility in Generation and Scheduling of Thermal/ Hydro Power Stations through bundling with Renewable Energy and Storage power" including "must run' status to the	Provisions of RfS& PPA is amply clear in this regard. Please refer clause no 8.4 of RfS.

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					solar project awarded under this tender. Thus ensuring no back down	
25	RFS	Bid Information Sheet	Last date for Bid submission - 26 Dec 2022	Last date for Bid submission - 31 Jan 2023	As REC is required to come back to the prospective SPDs on the queries and clarifications as well as provide the clarity on the approval of bid documents, we request you to kindly extend the bid submission timelines by at least 4 weeks so as to provide sufficient and clarity to the SPD for bid submission	Please refer our extension notice dated 12.01.2023.

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26	RFS	Clause 20.1 STRUCTURING OF THE BID SELECTION PROCESS	Single stage, Two Envelope bidding followed by e-Reverse Auction followed by L-1 Matching, has been envisaged under this RfS. In Clause 5.4 Selection of Bidder it is mentioned that "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, subject to the following conditions:	Clause 5.4 (SELECTION OF SUCCESSFUL BIDDERS) is contradictory to the clause 20.1 .	Kindly maintain the clause 5.4 in line with the SECI tenders	Clause 20.1 is to be read in conjunction with Section V of the RfS.
27	RFS	Overview of RFS	The Bidders will be free to avail fiscal incentives like Accelerated Depreciation, Concessional Customs	Are successful bidder allowed to avail benefits from trading of carbon credits.		Bidders are requested to carry out their own due diligence for bid

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			and Excise Duties, Tax Holidays etc. as available for such Projects.			submission.
28	RFS	8.3 Excess Generation	However, the SPD shall inform at least 60 days in advance of such excess generation to NTPC, to enable NTPC take necessary actions for sale of this excess generated energy. NTPC shall be required to intimate its approval/refusal to the SPD, for buying such excess generation not later than 30 days of receiving the above offer from the SPD.	Need to understand the clause and how such transaction will be executed. We request to amend this clause in line with the SECI ISTS RFS documents	In line with SECI "The SPD will not be allowed to sell excess energy more than the limit corresponding to the maximum annual CUF, to any entity other than NTPC, unless refused by NTPC. In case NTPC purchases the excess generation, the same shall be done at 75% (seventy-five per cent) of the PPA tariff. In case at any point of time, the peak of capacity reached is higher than the allotted capacity and causes disturbance in the system at the point where power is injected, the SPD will	Provisions of RfS shall prevail.

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					have to forego the excess generation and reduce the output to the allotted capacity to ensure compliance with grid requirement."	
29	RFS	8.4 Generation Compensation for Offtake Constraints	Offtake Constraints due to Transmission Infrastructure/ Grid Unavailability:	Generation compensation needs to be modified to enable the developer to recover its losses due to offtake constraints	Transmission Constraint beyond Delivery Point: The normative CUF or committed CUF, whichever is lower, for the period of grid unavailability beyond Delivery Point, shall be taken for the purpose of calculation of generation loss. Corresponding to this generation loss, the excess generation by the Successful Bidder in the succeeding 3 (three) Contract Years, shall be procured by offtaker at the PPA tariff so as to offset this loss. b) If the	Provisions of RFS shall prevail and PI refer PPA clause no 4.10.2.

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					<p>transmission delay is directly attributable to the organization building the transmission network and some penalty is imposed on him, then a part of that penalty may be utilized by offtaker for compensating the generation loss.</p> <p>Grid Unavailability :Generation Loss = [(Average Generation per hour during the contract year) × (number of hours of grid unavailability beyond Delivery Point during the contract year)] Where, Average Generation per hour during the contract year (kWh) = Total generation in the contract year (kWh) ÷ Total hours of</p>	

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					<p>generation in the contract year</p> <p>The excess generation by the Successful Bidder equal to this generation loss shall be procured by offtaker at the PPA tariff so as to offset this loss in the succeeding 3 (three) Contract Years.</p>	

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30	RFS	11.1 PBG	Bidders selected by RECPDCL based on this RfS shall submit Performance Guarantee for a value @ INR 08 Lakh/ MW within 7 working days prior to signing of PPA. Performance Guarantee according to the Format 7.3B with a Selection of Solar Power Developers for Setting up of 500 MW ISTS-Connected Solar PV Power Projects in India under Tariff-based Competitive Bidding validity period of 27 months from the Effective Date of the PPA.	Please clarify whether 8 lakhs is inclusive of GST or not. It being PBG it should not attract any GST.	Validity of PBG to be changed to COD+ 6 months	Validity may be revised as 9 months from SCD. In both the documents (PPA and RFS).

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31	RFS	16.6 Land arrangements	The SPD shall be required to demonstrate possession of a minimum area of 1.5 ha/MW for the awarded Project Capacity.	Request you to clarify the clause		Land requirement may be optimized during detailed engineering and due diligence by SPDs
32	RFS	17.4 Early Commissioning	The SPD shall be permitted for full commissioning as well as part commissioning of the Project even prior to the Scheduled Commissioning Date, subject to availability of transmission connectivity. Early commissioning of the Project will be allowed solely at the risk and cost of the SPD and NTPC may purchase the energy from such early commissioned Project@75% (seventy-	Request to consider if the entire capacity commissioned prior to SCD than NTPC can purchase the generation at PPA tariff.		Please refer Amendment-I dated 19.01.2023.

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			<p>five per cent) of the PPA tariff.</p> <p>In case NTPC does not agree to purchase such energy, early part/full commissioning of the Project shall still be allowed and the SPD will be free to sell such energy to a third party, until SCD or the date of commencement of procurement of power from the Project as notified by NTPC, whichever is earlier. However, in case the entire capacity is commissioned prior to SCD, NTPC may purchase the generation at PPA Tariff.</p>			

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33	PPA	4.4 Right to Contracted Capacity & Energy (4.4.1)	This compensation shall be applied to the amount of shortfall in generation during the Contract Year. Such compensation shall ensure that the NTPC is/are offset for all potential costs associated with low generation and supply of power under the PPA. However, the minimum compensation payable to NTPC by the SPD shall be 25% (twenty-five percent) of the cost of this shortfall in energy terms, calculated at PPA tariff.	Request you to clarify on the compensation payable to NTPC in case of Shortfall. The minimum compensation payable is 25% of the cost of shortfall. What is the mechanism engaged to calculate the additional compensation payable, if any?		PPA Clause shall prevail.

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	RFS	7. CONNECTIVITY WITH THE GRID	7.10 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/u/Default.aspx , subject to availability of requisite margin for grant of connectivity.			PI refer the below link provided: https://www.ctui.in//u/menuitem.aspx?d=M0N4XikjdPA=
34	RFS	Bid Submission Date	Last Date and Time for Receipt of Bids - 23 Dec 2022	We request to extend the bid submission date to 31th January 2023 due nature of project and land and connectivity finalization in SPD's scope. Also, GNA applications are		Please refer our extension notice dated 12.01.2023.

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				on hold at this moment.		
35	RfS	Section I Clause 24	"INTER-CONNECTION POINT/ DELIVERY/ METERING POINT" shall mean the 220KV side of 400/220 kV ISTS Grid Substation (GSS), where the power from the solar power Projects are injected into the ISTS substation (including the dedicated transmission line connecting the solar power Projects with the substation system) as specified in the RfS document. Metering shall be done at this interconnection point where the power is injected	Injection point at ISTS grid substation of minimum 220kV voltage level may please be considered as Metering/Delivery point.	If the ISTS substation doesn't have 220kV Voltage level or if the interconnection is made at 400kV side of 400kV/220kV substation, metering can't be done at 220kV side.	Please refer Amendment-I dated 19.01.2023.

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36	RfS	Section III Clause 15.1	The Bidder shall provide the project breakup for the cumulative capacity quoted, in the Covering Letter (Format 7.1), which can be changed by the SPD prior to signing of PPA, keeping the total contracted capacity unchanged from the value as on the date of bid submission. The final project configuration, adding up to the cumulative capacity awarded to the Bidder, may be intimated to NTPC at the time of signing of PPA, which shall then remain unchanged subsequent to signing of PPA.	The project configuration/breakup for the cumulative capacity quoted may be allowed to be modified until the deadline of Financial Closure	The referred clause contradicts the requirement as per RfS Section III, Clause 3 (d), which states that "The SPD may modify the Project configuration in terms of blocks, subsequent to issuance of LOA until the deadline of Financial Closure"	"The SPD may modify the Project configuration in terms of blocks, subsequent to issuance of LOA until the signing of PPA"

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37	RfS	Section III Clause Clause 17.4	The SPD shall be permitted for full commissioning as well as part commissioning of the Project even prior to the Scheduled Commissioning Date, subject to availability of transmission connectivity. Early commissioning of the Project will be allowed solely at the risk and cost of the SPD and NTPC may purchase the energy from such early commissioned Project @ 75% (seventy-five per cent) of the PPA tariff. In case NTPC does not agree to purchase such energy, early part/full commissioning of the Project shall still be allowed and the SPD will			Provision of RfS shall prevail.

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			<p>be free to sell such energy to a third party, until SCD or the date of commencement of procurement of power from the Project as notified by NTPC, whichever is earlier. However, in case the entire capacity is commissioned prior to SCD, NTPC may purchase the generation at PPA Tariff.</p>			

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38	RfS	Section III Clause Clause 11.1	Bidders selected by RECPDCL based on this RfS shall submit Performance Guarantee for a value @ INR 08 Lakh/ MW within 7 working days prior to signing of PPA (PPA signing date shall be intimated by RECPDCL/NTPC). It may be noted that successful Bidders shall submit the Performance Guarantee according to the Format 7.3B with a validity period of 27 months from the Effective Date of the PPA.	Validity may be revised as 6 months from SCD.	The referred clause contradicts the validity mentioned in Article 3, Clause 3.3.1 of PPA, which is 6 months from SCD.	Validity may be revised as 9 months from SCD. In both the documents (PPA and RFS)

S. No.	Documents	Clause No.	Existing Clause	Proposed Modifications by Bidders	Rationale/Remarks of Bidders	BPC Response
39	PPA	4.2.6	<p>ISTS charges and losses on transmission of power, including waiver for RE power, shall be applicable as per extant regulations. Government of India, from time to time, issues order for waiver of inter-state transmission system (ISTS) charges and losses on transmission of solar power till a certain date. In case the commissioning of the Project gets delayed beyond the applicable date of ISTS waiver, arising out of any reasons whatsoever, NTPC shall bear no liability with respect to transmission charges and losses levied, if any.</p>	<p>ISTS charges and losses on transmission of power, including waiver for RE power, shall be applicable as per extant regulations. Government of India, from time to time, issues order for waiver of inter-state transmission system (ISTS) charges and losses on transmission of solar power till a certain date. In case the commissioning of the Project gets delayed beyond the applicable date of ISTS waiver, arising out of any reasons whatsoever, NTPC shall bear no liability with respect to transmission charges</p>		Provisions of RfS shall prevail.

S. No.	Documents	Clause No.	Existing Clause	Proposed Modifications by Bidders	Rationale/Remarks of Bidders	BPC Response
				and losses levied, if any. Further, In case the commissioning of the Project gets delayed beyond the applicable date of ISTS waiver due to reason not attributable to SPD, SPD shall bear no liability with respect to transmission charges and losses levied, if any.		
40	PPA	8.3	It is for the SPD to ensure that appropriate insurance coverage is taken for payment by the insurer for the entire loss and there is no underinsurance or short adjustment etc	What will be appropriate insurance coverage may be specified to bring more clarity and to avoid future disputes.		SPD may carry out the required due diligence.

S. No.	Documents	Clause No.	Existing Clause	Proposed Modifications by Bidders	Rationale/Remarks of Bidders	BPC Response
41	PPA	10.3.3.2	All payments required to be made under this Agreement shall also include any deduction or set off for: 10.3.3.1 deductions required by the Law; and 10.3.3.2 amount claimed by NTPC, if any, from the SPD, will be adjusted from the monthly energy payment. In case of any excess payment adjustment, 1.25% per month surcharge will be applicable on day-to-day basis.			Provisions of PPA shall prevail
42	PPA	11.3.1-a	Termination due to Natural Force Majeure Event (a)If, prior to the completion of the 180 (one hundred and eighty) Day period (or any extended period) for a Natural Force Majeure Event commencing from the date of issuance of the Force Majeure Notice, the Parties are of the reasonable view that a Natural Force Majeure Event is likely to continue beyond such 180 (one hundred and eighty) Day period or any extended period agreed in pursuance of Article 11.2.5 (Performance Excused); or that it is uneconomic or impractical to restore the affected Unit, then the Parties may mutually decide to terminate the PPA, and the termination shall take effect from the date on which such decision is taken.		Termination due to Natural Force Majeure Event (a)If, prior to the completion of the 180 (one hundred and eighty) Day period (or any extended period) for a Natural Force Majeure Event commencing from the date of issuance of the Force Majeure Notice, the Parties are of the reasonable view that a Natural Force Majeure Event is likely to continue	No change is envisaged.

S. No.	Documents	Clause No.	Existing Clause	Proposed Modifications by Bidders	Rationale/Remarks of Bidders	BPC Response
					<p>beyond such 180 (one hundred and eighty) Day period or any extended period agreed in pursuance of Article 11.2.5 (Performance Excused); or that it is uneconomic or impractical to restore the affected Unit, then the Parties may mutually decide to terminate the PPA, and the termination shall take effect from the date on which such decision is taken. Further, it is clarified that both the parties written consent is required for termination of PPA under this clause.</p>	

S. No.	Documents	Clause No.	Existing Clause	Proposed Modifications by Bidders	Rationale/Remarks of Bidders	BPC Response
43	RfS	SECTION V 5.4 (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		There is contradiction in the winner tariff (after reverse auction) as highlighted here. The tariff is finalized through reverse auction. Capping of such tariff is detrimental for the sector. We would therefore, request you to use bucket filling methodology without any L1 matching (or 2% matching) scheme.	Clause 20.1 is to be read in conjunction with Section V of the RfS.
	RfS	20.1	Single stage, Two Envelope bidding followed by e-Reverse Auction followed by L-1 Matching, has been envisaged under this RfS.			Clause 20.1 is to be read in conjunction with Section V of the RfS.
44	RfS	8.3, However , the SPD shall inform at least 60 days in advance of such excess generation to NTPC, to enable NTPC take necessary actions for sale of this excess generated energy.		We would request REC to allow consumption of excess generation without any intimation from the developer.	Provisions of RfS shall prevail

S. No.	Documents	Clause No.	Existing Clause	Proposed Modifications by Bidders	Rationale/Remarks of Bidders	BPC Response
45	Rfs	C. 3	The Bidder may seek qualification on the basis of financial capability of its Affiliate(s) for the purpose of meeting the qualification requirements as per C.1 and C.2 above.	We would request REC to clarify if bidder is allowed to use audited annual reports of the Affiliates/Parents for meeting qualification requirements.	The Bidder may seek qualification on the basis of financial capability of its Affiliate(s) for the purpose of meeting the qualification requirements as per C.1 and C.2 above. <i>Bidder is allowed to use consolidated annual account for meeting the qualification requirement.</i>	Please refer to Clause C.4 of the RfS document which is amply clear in this regard.
	RfS	16.6	The SPD shall be required to demonstrate possession of a minimum area of 1.5 ha/MW for the awarded Project Capacity.		Owing to the updation in technology in modules and other related BoS, the actual requirement of land has been optimized for better result. Accordingly, the requirement of land for solar project has also been decreased . We would therefore request you to kindly allow	Land requirement may be optimized during detailed engineering and due diligence by SPDs

S. No.	Documents	Clause No.	Existing Clause	Proposed Modifications by Bidders	Rationale/Remarks of Bidders	BPC Response
					developers to construct the plant and have the land usage possession on requirements basis and not a minimum criterion	
46	PPA	4.4.2	In case the availability is more than the maximum CUF specified, the SPD will be free to sell it to any other entity provided first right of refusal will vest with the NTPC. In case the NTPC purchases the excess generation, the same may be done at 75% (seventy-five per cent) of the PPA tariff.	We would request NTPC to purchase excess generation at 100% of the PPA tariff.	In case the availability is more than the maximum CUF specified, the SPD will be free to sell it to any other entity provided first right of refusal will vest with the NTPC. In case the NTPC purchases the excess generation, the same may be done at 75% (seventy-five per cent) 100% (hundred percent) of the PPA tariff.	Provision in the PPA is as per MoP gazette dated 27.08.2022

S. No.	Documents	Clause No.	Existing Clause	Proposed Modifications by Bidders	Rationale/Remarks of Bidders	BPC Response
47	PPA	13.1.1, or commits any other acts or omissions as laid down in the PPA and is also unable to cure any of the aforesaid within the cure period , as may be provided in the PPA, the SPD shall be construed to be in default.		Cure period should be defined as number of days which need to be followed by both the parties. We would request you to kindly provide the number of days to be considered as cure period.	Please refer Amendment-I dated 19.01.2023.
48	PPA	13.1.3	In addition to the levy of damages as aforesaid, in the event of a default by the SPD, the lenders shall be entitled to exercise their rights of substitution, in accordance with the substitution agreement provided in the PPA and in concurrence with the NTPC.		We would request REC to provide the Substitution Agreement that would be used incase of SPD Default (currently not attached in the PPA).	The lenders have been given the right to substitute under the PPA. Generally Substitution agreement is prepared by lending institutions/bank. Hence the same has not been part of PPA.

S. No.	Documents	Clause No.	Existing Clause	Proposed Modifications by Bidders	Rationale/Remarks of Bidders	BPC Response
49	PPA	Article 12 & Article 13	We humbly request REC to align the guidelines of Change in Law and Events of Default and Termination akin to one adopted in SECI tenders (Annexure-A) for the sake of lucidity			Provision in the PPA is as per MoP gazette dated 27.08.2022.
50	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 6 months after the SCD submitted for a value of Rs..... (INR 8 Lakh/MW) to be furnished under this Agreement shall be for guaranteeing the commencement of the supply of power up to the Contracted Capacity within the time specified in this Agreement.		As per clause 3.3.1 of the PPA states PBG duration as 6 months from SCD. However, Clause 11.1 of the RfS illustrates validity period of 27 months. We request REC to specify the duration for which PBG needs to be furnished and submitted	Validity may be revised as 9 months from SCD. In both the documents (PPA and RFS)
	RfS	11.1	It may be noted that successful Bidders shall submit the Performance Guarantee according to the Format 7.3B with a validity period of 27 months from the Effective Date of the PPA.			

S. No.	Documents	Clause No.	Existing Clause	Proposed Modifications by Bidders	Rationale/Remarks of Bidders	BPC Response
51	PPA	5.1.8	Early commissioning of the Project will be allowed solely at the risk and cost of the SPD, and NTPC may purchase the energy from such early commissioned Project at the 75% (seventy-five percent) of the PPA tariff.		The treatment of early commissioning tariff is different in case of RfS and PPA. According to PPA - early commissioned projects will be purchased at 75%@PPA Tariff	Provision in the PPA is as per MoP gazette dated 27.08.2022.
	RfS	17.4	The SPD shall be permitted for full commissioning as well as part commissioning of the Project even prior to the Scheduled Commissioning Date, subject to availability of transmission connectivity. Early commissioning of the Project will be allowed solely at the risk and cost of the SPD and NTPC may purchase the energy from such early commissioned Project@75% (seventy-five per cent) of the PPA tariff.		According to RfS - early commissioned entire projects will be purchased at PPA Tariff . We request REC to clarify about the tariff treatment in case of early part and fully commissioned projects	Please refer Amendment-I dated 19.01.2023.
52		General Query	As per the current tender timelines, the last date of bid submission is 26th December, 2022. we request REC to extend bid submission date which is at least 1 month from the day when tender amendments and clarifications issued by REC			Please refer our extension notice dated 12.01.2023.

S. No.	Documents	Clause No.	Existing Clause	Proposed Modifications by Bidders	Rationale/Remarks of Bidders	BPC Response
53		BID PROCESSING FEE(NON REFUNDABLE)	Rs. 15 Lakh + 18% GST for each Project from 300 MW and above		The bid processing fee which is non refundable is on higher side. As per the existing/ongoing solar RE tenders it lies in the range of (3-4) lacs for all capacity. Kindly ammend accordingly.	No change is envisaged.
54		Invitation for Bids (IFB) 4	Power procured by NTPC from the above Projects has been provisioned to replace thermal power through existing PPAs of NTPC Ltd 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.		As PPA of 25 years will be there with NTPC, so this selling of power in Exchange will be under the purview of NTPC and not with the solar power developer. Kindly confirm.	The provisions of RfS are amply clear and shall prevail.
55		BID SUBMISSION timelines	The bid submission time lines is 22 days from the floating of tenders as per MOP RE Bundling guidelines		As per the RE tenders and based on actual on ground situation a minimum of 40-45 days is required to bid submission based on all the clarifications are received, along with different project related	Please refer our extension notice dated 12.01.2023.

S. No.	Documents	Clause No.	Existing Clause	Proposed Modifications by Bidders	Rationale/Remarks of Bidders	BPC Response
					activities for finalizing a competitive tariff. So it is requested to extend the bid submission timelines by atleast 1 month from the last date of submission , for discovering a competitive tariff.	
56		IFB, Clause- 4	Power procured by NTPC from the above Projects has been provisioned to replace thermal power through existing PPAs of NTPC Ltd 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 MoPFlexibility scheme dated 12.04.2022 and amendments thereof.		We would like to understand, as developer our transactions would be limited with NTPC under this contract & we would not be exposed to any liability (direct/indirect) with the Offtakers with whom NTPC has signed PPA's	Yes. The provisions of RfS are amply clear and shall prevail.

S. No.	Documents	Clause No.	Existing Clause	Proposed Modifications by Bidders	Rationale/Remarks of Bidders	BPC Response
57		8.3 "Excess Generation"	Any excess generation over and above the declared annual CUF may be purchased by NTPC at its discretion (without any obligation to do so) at a fixed tariff of 75% (seventy- five percent) of the PPA tariff.		It is requested to procurer to procure excess generation at PPA tariff as the first right of refusal rests with him.	Provision in the PPA/RfS shall prevail.
58		8.3 "Excess Generation"	In case at any point of time, the peak of capacity reached is higher than the rated capacity and causes disturbance in the system at the point where power is injected, the SPD will have to forego the excess generation and reduce the output to the rated capacity to ensure compliance with grid requirement.		We would like to submit that under such condition where the bidder has to forgo the plant generations for any such reasons, it would be a loss of revenue for them & we would request NTPC to provide some comfort in form of generation compensations for the same.	Provision in the PPA/RfS shall prevail.

S. No.	Documents	Clause No.	Existing Clause	Proposed Modifications by Bidders	Rationale/Remarks of Bidders	BPC Response
59		8.4 " Generation Compensation for Offtake Constraints"	However, it is clarified that if the Project is ready for commissioning prior to the Scheduled Commissioning Date, but the offtake is constrained because of inadequate/incomplete power evacuation infrastructure, no compensation shall be permissible.		It is requested to the procurer to provide a deemed compensation as the reason is not attributable to the SPD.	Provisions of RFS shall prevail and PI refer PPA clause no 4.10.2.
60		17.4 " EARLY COMMISSIONING "	The SPD shall be permitted for full commissioning as well as part commissioning of the Project even prior to the Scheduled Commissioning Date, subject to availability of transmission connectivity. Early commissioning of the Project will be allowed solely at the risk and cost of the SPD and NTPC may purchase the energy from such early commissioned Project @ 75% (seventy-five per cent) of the PPA tariff.		It is requested to procurer to procure energy in case of early commissioning at PPA tariff as the first right of refusal rests with him.	Provision in the PPA/RfS shall prevail.
61		30. POST AWARD COMPLIANCES	Timely completion of all the milestones i.e. signing of PPA, meeting Financial Closure Requirements/ Conditions Subsequent (PPA), Commissioning etc. will be the sole responsibility of SPD.		Kindly clarify " signing of PPA will be joint responsibility ".	Provision in the PPA/RfS shall prevail.
62		SECTION - IV QUALIFYING REQUIREME	B.2 "Approved Models and Manufacturers of Solar Photovoltaic Modules (Requirement of Compulsory Registration) Order, 2019-		Kindly modify to "Approved List and Manufacturers of Solar	Provision in the PPA/RfS shall prevail.

S. No.	Documents	Clause No.	Existing Clause	Proposed Modifications by Bidders	Rationale/Remarks of Bidders	BPC Response
		NTS FOR BIDDERS (QR)	Implementation-Reg.” and its subsequent amendments and clarifications issued until the bid submission deadline , shall be applicable for this RfS.		PV Modules (Requirements for Compulsory Registration) Order, 2019” and List(s) thereunder as amended from time to time prior to actual commissioning of the Project. ”	
63		5.4 SELECTION OF SUCCESSFUL BIDDERS	5.4 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		Kindly remove this clause and change to discovered tariff after E-Reverse auction with bucket filling.	Clause 20.1 is to be read in conjunction with Section V of the RfS.
64	7.10	The Bidders shall apply due diligence while choosing the proposed substation, and may choose their substations from any one of the following	In this remark, kindly consider new substations which are scheduled to be commissioned before the SCOD date of the project execution with considerable time frame in evacuation infrastructure.			PI refer the below link provided: https://www.ctuil.in//u/menuitem.aspx?d=M0N4XikjdPA=

S. No.	Documents	Clause No.	Existing Clause	Proposed Modifications by Bidders	Rationale/Remarks of Bidders	BPC Response
		<p>options:</p> <p>i. Existing substations having available margin as indicated by the respective substation owner.</p> <p>ii. Existing substations where augmentation is under process or plans for augmentation have been announced.</p> <p>iii. Substations located in the Northern, Western and Southern</p>				

S. No.	Documents	Clause No.	Existing Clause	Proposed Modifications by Bidders	Rationale/Remarks of Bidders	BPC Response
		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/u/Default.aspx , subject to availability of requisite margin for grant of connectivity				

S. No.	Documents	Clause No.	Existing Clause	Proposed Modifications by Bidders	Rationale/Remarks of Bidders	BPC Response
65	Additional (RFS)	Auxiliary consumption	Kindly clarify that for auxiliary consumption of the Solar plant whether net-off should be considered or we have to consider HT tariff for the same consumption.			Auxiliary power consumption will be treated as per the concerned Central/State regulations
66	Additional (PPA)		Kindly incorporate "Payment Security Fund" mechanism also with a corpus balance in addition to "Letter of Credit" as followed by many other tenders.			Cannot be considered.
67	Additional (RFS)	Waiver of ISTS Charges for Solar and Wind Projects	We would like to understand, in case there is delay for reasons attributing to NTPC causing the commissioning to go beyond the deadline (30th June 2025) for the said waivers, then would NTPC provide some relief/comfort to the developer in the form of compensation or absorbing the additional cost on account of these charges. Please clarify			Provisions of RfS shall prevail.