

**Clarifications dated 19.01.2023 on the Request for Selection Document issued for selection of Solar Power Developers for setting up of 500 MW ISTS Connected Solar PV 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	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 testing...	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 clarify of the project is to CTU connected only or it can be either CTU or STU connected.	The provisions of RfS documents are amply clear <i>“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 testing and allow flow of infirm power generated into the grid to avoid wastage of power “</i>
2	RfS	8.4	Generation Compensation for Offtake Constraints: a. Offtake Constraints due to Transmission Infrastructure/ Grid Unavailability..... b. Offtake Constraints due to Backdown....	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	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.

S. No.	Documents	Clause No.	Existing Clause	Proposed Modifications	Rationale/Remarks	BPC Response
				transmission 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 DVC 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)]		
3	RfS	11.7	The selected Bidder for the Project selected based on this RfS is required to sign PPA with DVC within 60 Days after the issue of LoA, subject to	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

S. No.	Documents	Clause No.	Existing Clause	Proposed Modifications	Rationale/Remarks	BPC Response
			adoption of tariff by Commission.			
4	RfS	11.7	The selected Bidder for the Project selected based on this RfS is required to sign PPA with DVC 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.
5	RfS	15.1	DVC 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 DVC and the selected SPD is available on ISN-ETS Portal <a href="https://www.bharat-electronictender.com">https://www.bharat-electronictender.com</a> and also in RECPDCL website <a href="http://www.recpdcl.in">www.recpdcl.in</a> . The PPA will be signed after adoption of tariff by CERC. PPA will be	Clarification sought	Request to specify a timeline for signing the PPA post LOA issuance	Please refer Clause no 11.7 of RfS

S. No.	Documents	Clause No.	Existing Clause	Proposed Modifications	Rationale/Remarks	BPC Response
			executed between DVC and selected bidder or its SPV.			
6	RfS	SECTION - II- INVITATION FOR BIDS (IFB); Sr. 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	Clarification sought	Request to share the tariffs at which DVC is currently supply power to the respective DISCOMs. Alternatively, REC/DVC 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.
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	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

S. No.	Documents	Clause No.	Existing Clause	Proposed Modifications	Rationale/Remarks	BPC Response
					in Law.	Change in Law, rules 2021 and as amended from time to time).
9	PPA	14.1	Indemnity: The SPD shall indemnify, defend and hold DVC harmless against:a) any and all third-party claims against DVC for any loss of or damage to property of 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 DVC from third party claims arising by reason of a breach by the SPD of any of its obligations under this Agreement, (provided that this	The DVC shall indemnify, defend and hold SPD harmless against:a) any and all third-party claims against SPD for any loss of or damage to property of such third party, or death or injury to such third party, arising out of a breach by the DVC 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 DVC	Request to indemnify the SPD by DVC as well.	Provisions of PPA shall prevail.

S. No.	Documents	Clause No.	Existing Clause	Proposed Modifications	Rationale/Remarks	BPC Response
			Article 14 shall not apply to such breaches by the SPD, for which specific remedies have been provided for under this Agreement)	of any of its obligations under this Agreement, (provided that this Article 14 shall not apply to such breaches by the DVC, 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: <a href="https://www.ctuil.in//u/menuitem.aspx?d=M0N4XikjdPA=">https://www.ctuil.in//u/menuitem.aspx?d=M0N4XikjdPA=</a>
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,	Request to accept 17% as minimum criteria as the same if being followed by the major bidding agencies including GUVNL (GUVNL / 500 MW / Solar (Phase XVIII) dated 21.10.2022), SECI (SECI/C&P/SPD/ISTS-X/RfS/1200 MW/072021 dated: 14.07.2021),	The declared annual CUF shall be as per the relevant clause of RfS.

S. No.	Documents	Clause No.	Existing Clause	Proposed Modifications	Rationale/Remarks	BPC Response
				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.	REMCL (REMCL/CO/Solar/TSS-II/2022 dt.: 15.07.2022). This will help covering the degradation of the plant over the period of time	
12	RFS	8.3	Any excess generation over and above the declared annual CUF may be purchased by DVC 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 DVC, to enable DVC take necessary actions for sale of this excess generated energy. DVC shall be required to intimate its	Any excess generation over and above the declared annual CUF may be purchased by DVC at its discretion (without any obligation to do so) at a fixed tariff of <del>100</del> 75% ( <del>one-hundred</del> <del>seventy-five</del> percent) of the PPA tariff. <del>However, the SPD shall inform at least 60 days in advance of such excess generation to DVC, to enable DVC take necessary actions for sale of</del>	The intent of the said tender is to bundle the solar power with conventional which will help DVC to reduce the over tariff to the DISCOM and accordingly, any excess generation shall be bought by DVC 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 DVC would be incentivize for lowering the overall offtake tariff to DISCOM (sharing of	Provisions of RFS shall prevail

S. No.	Documents	Clause No.	Existing Clause	Proposed Modifications	Rationale/Remarks	BPC Response
			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 event the offer of the SPD is not accepted by DVC 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.	<del>this excess generated energy. DVC 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 event the offer of the SPD is not accepted by DVC 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.</del>	benefit / difference between the conventional tariff and bundled tariff). Accordingly, DVC 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 MoP gazette notification dated 27.08.2022
14	RFS	11.7			Request you to kindly include the timeline for tariff adoption by the Appropriate Commissions	Tariff Adoption will be as per the procedure laid by the commission.

S. No.	Documents	Clause No.	Existing Clause	Proposed Modifications	Rationale/Remarks	BPC Response
					(including CERC and concerned SERC). This would help the SPD to appropriate consider the timeline in their Project Schedule	
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.
16	RFS	20.1 and 5.4	20.1 - Single stage, Two Envelope bidding followed by e-Reverse Auction followed by L-1 Matching, has been envisaged under this RfS.  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	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.	Clause 20.1 is to be read in conjunction with Section V of the RfS

S. No.	Documents	Clause No.	Existing Clause	Proposed Modifications	Rationale/Remarks	BPC Response
			as "the range"- will be declared as Successful Bidders under the RfS, subject to the following conditions:			
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, DVC has withdrawn some bid as they were not able to get the off-taker / sign the PSA. This has involved substantial time and efforts of the developer.	PPA shall be signed by the DVC against their ongoing PPAs as per the provisions of RfS document issued under the bundling scheme.

S. No.	Documents	Clause No.	Existing Clause	Proposed Modifications	Rationale/Remarks	BPC Response
					<p>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>	
19	RFS / PPA	Auxiliary Consumption			<p>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</p>	<p>Auxiliary power consumption will be treated as per the concerned Central/State regulations</p>

S. No.	Documents	Clause No.	Existing Clause	Proposed Modifications	Rationale/Remarks	BPC Response
					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 / DVC would help the SPD make appropriate assumption	
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 DVC 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 DVC.	shall mean the <u>thirtieth (30th)</u> <del>forty-fifth (45th)</del> day after a Monthly Bill (including all the relevant documents) or a Supplementary Bill is received in hard copy and duly acknowledged by the DVC 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 DVC.	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

S. No.	Documents	Clause No.	Existing Clause	Proposed Modifications	Rationale/Remarks	BPC Response
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 said provision has to be balanced in case DVC delays the payment to SPD.	Provisions of PPA shall prevail
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 DVC 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	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. <del>In such</del>	Strikethrough provision is too onerous. If DVC 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

S. No.	Documents	Clause No.	Existing Clause	Proposed Modifications	Rationale/Remarks	BPC Response
			<p>refunded along with interest at the same 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.</p>	<p><del>a case excess amount shall be refunded along with interest at the same 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.</del></p>		
24	Bidding Documents	General			<p>DVC 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</p>	<p>Provisions of RfS &amp; PPA is amply clear in this regard. Please refer clause no 8.4 of RfS.</p>

S. No.	Documents	Clause No.	Existing Clause	Proposed Modifications	Rationale/Remarks	BPC Response
					"must run' status to the 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.
26	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	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.

S. No.	Documents	Clause No.	Existing Clause	Proposed Modifications	Rationale/Remarks	BPC Response
			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			
27	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 DVC at the time of signing of PPA, which	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.

S. No.	Documents	Clause No.	Existing Clause	Proposed Modifications	Rationale/Remarks	BPC Response
			shall then remain unchanged subsequent to signing of PPA.			
28	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 DVC may purchase the energy from such early commissioned Project @ 75% (seventy-five per cent) of the PPA tariff. In case DVC 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			Provisions of RfS shall prevail

S. No.	Documents	Clause No.	Existing Clause	Proposed Modifications	Rationale/Remarks	BPC Response
			energy to a third party, until SCD or the date of commencement of procurement of power from the Project as notified by DVC, whichever is earlier. However, in case the entire capacity is commissioned prior to SCD, DVC may purchase the generation at PPA Tariff.			
29	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/DVC). It may be noted that successful Bidders shall submit the Performance Guarantee according to	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 to be revised as 9 months from SCD. In both the documents (PPA and RFS).

S. No.	Documents	Clause No.	Existing Clause	Proposed Modifications	Rationale/Remarks	BPC Response
			the Format 7.3B with a validity period of 27 months from the Effective Date of the PPA.			
30	PPA	4.2.6	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, DVC shall bear no liability with respect to transmission charges and losses	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, DVC		Provisions of RfS shall prevail

S. No.	Documents	Clause No.	Existing Clause	Proposed Modifications	Rationale/Remarks	BPC Response
			levied, if any.	shall bear no liability with respect to transmission charges 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.		
31	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.
40	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			Provisions of PPA shall prevail

S. No.	Documents	Clause No.	Existing Clause	Proposed Modifications	Rationale/Remarks	BPC Response
			10.3.3.2 amount claimed by DVC, 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.			
32	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 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	No change is envisaged

S. No.	Documents	Clause No.	Existing Clause	Proposed Modifications	Rationale/Remarks	BPC Response
					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.	
33	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.
34	RfS	8.3	....., However , the SPD shall inform at least 60 days in advance of such excess generation to DVC, to enable DVC 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	Rationale/Remarks	BPC Response
35	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. <b>Bidder is allowed to use consolidated annual account for meeting the qualification requirement.</b>	Please refer to Clause C.4 of the RfS document which is amply clear in this regard.
36	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 developers to construct the plant and have the land usage possession on requirements basis and not a minimum criterion	Land requirement may be optimized during detailed engineering and due diligence by SPDs
37	PPA	4.4.2	In case the availability is more than the	We would request DVC to purchase	In case the availability is more than the maximum	Provision in the PPA is as per MoP gazette dated 27.08.2022

S. No.	Documents	Clause No.	Existing Clause	Proposed Modifications	Rationale/Remarks	BPC Response
			maximum CUF specified, the SPD will be free to sell it to any other entity provided first right of refusal will vest with the DVC. In case the DVC purchases the excess generation, the same may be done at 75% (seventy-five per cent) of the PPA tariff.	excess generation at 100% of the PPA tariff.	CUF specified, the SPD will be free to sell it to any other entity provided first right of refusal will vest with the DVC. In case the DVC purchases the excess generation, the same may be done at <del>75% (seventy-five per cent)</del> 100% (hundred percent) of the PPA tariff.	( clause no 5.2.1.b)
38	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 <b>cure period</b> , 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.
39	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 DVC.		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.
40	PPA	Article 12 &	We humbly request REC to align the			Provision in the PPA is as per

S. No.	Documents	Clause No.	Existing Clause	Proposed Modifications	Rationale/Remarks	BPC Response
		Article 13	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			MoP gazette dated 27.08.2022.
41	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, Cluase 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.			
42	PPA	5.1.8	Early commissioning of the Project will be allowed solely at the risk and cost of the SPD, and DVC 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 <b>75%@PPA Tariff</b> According to RfS - early commissioned entire projects will be purchased at <b>PPA Tariff</b>	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 DVC may purchase		Please refer Amendment-I dated 19.01.2023	

S. No.	Documents	Clause No.	Existing Clause	Proposed Modifications	Rationale/Remarks	BPC Response
			the energy from such early commissioned Project@75% (seventy-five per cent) of the PPA tariff.		We request REC to clarify about the tariff treatment in case of early part and fully commissioned projects	
43		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 atleast 1 month from the day when tender amendments and clarifications issued by REC			Please refer our extension notice dated 12.01.2023.
44	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.	Provision of RfS is amply clear and shall prevail.
45	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)	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.	Clause 20.1 is to be read in conjunction with Section V of the RfS.

S. No.	Documents	Clause No.	Existing Clause	Proposed Modifications	Rationale/Remarks	BPC Response
			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,			
46	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. 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.	Tariff Adoption will be as per the procedure laid by the commission.