

Selection of Developers for Setting up of 150 MW ISTS-connected Wind-Solar Hybrid Power Projects in India through Tariff-Based Competitive Bidding with Greenshoe Option up to 150 MW

RfS No. ED(PM)/2024-25/382 dated 08.11.2024, Tender Search Code on ISN-ETS: CESC-2024- TN000002

Clarifications-1 to Bidder's Queries

Date: 21.11.2024

S. No	Document	Existing Clause	Proposed Modifications/ Clarification Required	Rationale/Remarks	Reply of CESC Ltd.
1.	Rfs	15.1 The EMD for an amount of INR 20,00,000 per MW per Project, in the form of Bank Guarantee according to Format 7.3A and valid for 12 months from the last date of bid submission, shall be submitted by the Bidder along with their bid, failing which the bid shall be summarily rejected. The Bank Guarantees towards EMD have to be issued in the name of the Bidding Company/Lead Member of Bidding Consortium. In the event of encashment of EMD, the encashed amount shall include all applicable taxes. Electronic Bank Guarantee (e-BG) is also acceptable against EMD under this RfS.		"Project" and "Project Capacity" is defined in Clause 41.42 and 41.43 respectively. Accordingly, the EMD for as bid for 150 MW would be calculated considering project capacity of 150 MW Wind and 75 MW solar, amounting to Rs 45 Cr (0.2x150+0.2x75) or considering contract capacity of 150 MW amounting to R 30 Cr (0.2x150)? May please clarify.	<p>Please refer the definition of Project Capacity as the rated capacity of the installed Project components, i.e. Solar PV and Wind Power components of the Project, as committed in the PPA. This shall be equal to the "installed capacity" for which connectivity is sought by the HPD under the GNA Regulations. <u>The quantum of Installed Capacity (in MW), including that of the revised Installed Capacity, if any, shall be greater than or equal to the Contracted Capacity;</u></p> <p>RfS does not specify the individual capacities of Project components, i.e., Solar PV and Wind Power.</p> <p>Hence, it is clarified that the Bidder shall submit the EMD for an amount of INR 20,00,000 per MW of Project equivalent to Contracted Capacity offered.</p>
2.	Rfs	18.1 The Successful Bidder shall submit a Performance Bank Guarantee ("PBG") for a value of INR 40,000,000 (Indian Rupees		Likewise, as above. PBG for a bid for 150 MW would be calculated considering project capacity of 150 MW Wind and	Please refer the definition of Project Capacity as the rated capacity of the installed Project components, i.e. Solar PV and Wind Power components of the Project, as committed in

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		Forty Lakhs) per MW per Project 7 days prior to signing of PPA. It may be noted that successful Bidders shall submit the PBG according to the Format 7.3C with a validity period up to (and including) the date as on 12 months after the SCSD of the Project. On receipt and after successful verification of the total PBG/POI in the acceptable form, the PBG/POI submitted towards EMD shall be returned by CESC to the successful Bidder. It may be noted that PPA will be signed only upon successful verification of the PBG submitted by the HPD. Electronic Bank Guarantee (e-BG) is also acceptable against PBG under this RfS. Prior to signing of PPA, in case of any shortfall in validity of the PBG, the same will be acceptable, subject to the condition that the PBG validity is enhanced by the HPD prior to expiry of validity of the PBG.		75 MW solar, amounting to Rs 90 Cr (0.4x150+0.4x75) or considering contract capacity of 150 MW amounting to R 60 Cr (0.4x150)? May please clarify.	<p>the PPA. This shall be equal to the “installed capacity” for which connectivity is sought by the HPD under the GNA Regulations. <u>The quantum of Installed Capacity (in MW), including that of the revised Installed Capacity, if any, shall be greater than or equal to the Contracted Capacity;</u></p> <p>RfS does not specify the individual capacities of Project components, i.e., Solar PV and Wind Power.</p> <p>Hence, it is clarified that the Bidder shall submit the Performance Bank Guarantee (PBG) for an amount of INR 40,00,000 per MW of Project equivalent to Contracted Capacity offered.</p>
3.	Rfs	Appendix – I Appendix – I to Covering Letter Tentative Average Hourly Profile [Solar/Wind] (in MU)		It may be clarified is combined figure (in MUs) is to be provided for Wind-Solar Hybrid Project or individual figures for Wind and Solar components.	It is clarified that individual profile for wind and solar in MW and MUs are to be provided.

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4.	Rfs	Appendix – II Appendix – II to Covering Letter Tentative Average Hourly Profile [Solar/Wind] (in MW)		It may be clarified is combined figure (in MWs) is to be provided for Wind-Solar Hybrid Project or individual figures for Wind and Solar components.	It is clarified that individual profile for wind and solar in MW and MUs are to be provided.
5.	Rfs	<p><i>Earnest Money Deposit as per STANDARD CONDITIONS OF CONTRACT in page no- 20 of the RFS reads as</i></p> <p>The EMD for an amount of INR 20,00,000 per MW per Project, in the form of Bank Guarantee according to Format 7.3A and valid for 12 months from the last date of bid submission, (For details refer clause 15 in SECTION 3).</p>	<p>As per MINISTRY OF POWER RESOLUTION, Dated- 28th July, 2023 for Guidelines for Tariff Based Competitive Bidding Process for Procurement of Power from Grid Connected Solar PV Power Projects, Clause 11.1 in page no-22 reads as Earnest Money Deposit (EMD) as per Clause 8.3 to be submitted along with response to RfS, in the form of:</p> <p>(a). Bank Guarantee(s); OR (b). "Payment on Order instrument" / Letter of Undertaking, to pay in case of default of the RE Power Generator in terms of RfS, from Indian Renewable Energy Development Agency (IREDA)/ Power Finance Corporation Limited (PFC)/ REC Limited (REC). "Payment on Order instrument" means Letter of Undertaking from Indian Renewable Energy Development Agency Limited (IREDA) or Power Finance Corporation Limited (PFC) or REC Limited (REC) [the three non-banking financial institutions under</p>		<p>Pl refer to Clause 17: Payment Order Instrument (POI):</p> <p><i>“As an alternative to submission of EMD as above, the Bidder also has an option to submit a letter of undertaking issued by either of the following three organizations, viz. (i) Indian Renewable Development Agency Limited (IREDA) or (ii) Power Finance Corporation Limited or (iii) REC Limited.”</i></p> <p>The Bidder shall have to submit the relevant supporting docs provided by POI issuing organizations viz. (i) Indian Renewable Development Agency Limited (IREDA) or (ii) Power Finance Corporation Limited or (iii) REC Limited as provided in the Rfs and PPA. On verification if the supporting docs are not sufficient, the bid of the Bidder shall be rejected.</p>

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			<p>Ministry of New & Renewable Energy (MNRE)/ Ministry of Power (MoP)], to pay in case situation of default of generator in terms of tender conditions/Power Purchase Agreement (PPA) arises. Such Letter(s) will have same effect as that of a Bank Guarantee issued by any public sector bank. Such "Payment on Order instrument" would have terms and conditions similar to that of any Bank Guarantee given by any public sector bank and would promise to pay the Procurer on demand within stipulated time. Generators can seek such Letters(s) by offering due security to the above mentioned three non-banking financial institutions mentioned above (IREDA, PFC & REC). Procurer(s) shall not accept the instrument of 'Letter of Undertaking' as described above or in any other form, from any other non-banking financial institutions or bank, except IREDA, PFC & REC."</p> <p>And</p> <p>As per MNRE, press release notification dated 04 SEP 2020, states as "Minister for New & Renewable Energy and Power has approved a proposal for acceptance</p>		

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			<p>of Letter of Undertaking ('Payment on Order instrument) issued by IREDA, PFC & REC in lieu of Bank Guarantees for Earnest Money Deposit (EMD)"</p> <p>(Copies of above guidelines and MNRE press release enclosed for your kind reference.)</p> <p>Considering the above, we would request your esteemed office to kindly consider the same and incorporate the provision in the RFP that the bidders can also submit "Payment on Order instrument" towards Bid Security</p>		
6.	Rfs	<p><i>Earnest Money Deposit as per STANDARD CONDITIONS OF CONTRACT in page no- 20 of the RFS reads as</i></p> <p>The EMD for an amount of INR 20,00,000 per MW per Project, in the form of Bank Guarantee according to Format 7.3A and valid for 12 months from the last date of bid submission, (For details refer clause 15 in SECTION 3).</p>	<p>We would request you to kindly relax the Bid Security/ EMD amount as it will be huge financial burden on the bidders Or revise the same clause as Bid Security will be 3 lakhs per MW (as the same is considered in most of the renewable energy tenders).</p>		Existing provision shall prevail.
7.	Rfs	<p><i>Performance Bank Guarantee as per STANDARD CONDITIONS OF</i></p>	<p>As per MINISTRY OF POWER RESOLUTION, Dated- 28th July,</p>		PI refer to Clause 18.12: Payment Order Instrument (POI):

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		<p><i>CONTRACT in page no- 22 of the RFS reads as</i></p> <p>The Successful Bidder shall submit a Performance Bank Guarantee ("PBG") for a value of INR 40,000,000 (Indian Rupees Forty Lakhs) per MW per Project 7 days prior to signing of PPA. It may be noted that successful Bidders shall submit the PBG according to the Format 7.3C with a validity period up to (and including) the date as on 12 months after the SCSD of the Project. (For details refer clause 18 in SECTION 3).</p>	<p>2023 for Guidelines for Tariff Based Competitive Bidding Process for Procurement of Power from Grid Connected Solar PV Power Projects, Clause 11.2 in page no-22 reads as</p> <p>Performance Guarantee (PBG), to be fixed by the Procurer, (.....) specified in the RfS, to be submitted at the time of signing of the PPA, in the form of:</p> <p>(a). Bank Guarantee(s); OR (b). "Payment on Order instrument" / Letter of Undertaking to pay in case of default of SPG in terms of Power Purchase Agreement (PPA), from Indian Renewable Energy Development Agency (IREDA)/ Power Finance Corporation Limited (PFC) and REC Limited (REC);</p> <p>(Copy of the above guidelines enclosed for your kind reference.)</p> <p>Considering the above, we would request your esteemed office to kindly consider the same and incorporate the provision in the RFP that the bidders can also submit "Payment on Order instrument" towards CONSTRUCTION AND</p>		<p>As an alternative to submission of PBG as above, the HPD also has an option to submit a letter of undertaking issued by either of the following three organizations, viz. (i) Indian Renewable Development Agency Limited (IREDA) or (ii) Power Finance Corporation Limited or (iii) REC Limited. This Letter of Undertaking shall be issued as "Payment on Order Instrument" (POI), wherein the POI issuing organization undertakes to pay in all scenarios under which the PBG would be liable to be encashed by CESC within the provisions of RfS/PPA. This instrument would have to be furnished as per Format 7.3D of the RfS, within the timelines as per Clause 18.1 above, for the amount and validity period as per those Clause 18.1 above. In case the HPD chooses to submit POI, delay in submission of the POI beyond the timeline stipulated at Clause 18.1 above, will be applicable in this case too.</p> <p>The term "Performance Bank Guarantee (PBG)" occurring in the RfS shall be read as "Performance Bank Guarantee" (PBG)/Payment on Order Instrument (POI)".</p>

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			PERFORMANCE BANK GUARANTEES (C-PBG)		
8.	Rfs	<p><i>Performance Bank Guarantee as per STANDARD CONDITIONS OF CONTRACT in page no- 22 of the RFS reads as</i></p> <p>The Successful Bidder shall submit a Performance Bank Guarantee ("PBG") for a value of INR 40,000,000 (Indian Rupees Forty Lakhs) per MW per Project 7 days prior to signing of PPA. It may be noted that successful Bidders shall submit the PBG according to the Format 7.3C with a validity period up to (and including) the date as on 12 months after the SCSD of the Project. (For details refer clause 18 in SECTION 3).</p>	<p>We would request you to kindly relax the Performance Security amount as it will be huge financial burden on the bidders Or revise the same clause as Performance Security will be 5 lakhs per MW (as the same is considered in most of the renewable energy tenders).</p>		Existing provision shall prevail.
9.	Rfs	<p><i>PAT + Depreciation as per QUALIFICATION REQUIRMENTS FOR BIDDERS in page no- 42 of the RFS reads as</i></p> <p>Internal resource generation capability, in the form of Profit After Tax plus Depreciation (PAT + Depreciation), excluding other and exceptional income of the Bidder or its Affiliates or Parent/</p>	<p>As the PAT+ Depreciation per MW value is quite high and would limit participation in higher numbers. Hence, we would request you to kindly relax the same to a minimum 50 lakhs per MW as it would enable bidders to participate in higher numbers and quote competitively.</p>		Existing provision shall prevail.

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		Ultimate Parent for a minimum amount of INR 75,00,000 per MW of the quoted capacity, as on the last date of previous financial year, 2023-24, or as on the day at least 7 days prior to the bid submission deadline.			
10.	Rfs	Clause 15: Earnest Money Deposit (EMD): The EMD for an amount of INR 20,00,000 per MW per Project, in the form of Bank Guarantee according to Format 7.3A and valid for 12 months from the last date of bid submission....	Earnest Money Deposit (EMD): The EMD for an amount of INR 10,00,000 per MW per Project, in the form of Bank Guarantee according to Format 7.3A and valid for 12 months from the last date of bid submission....	<p>The EMD requirement in Hybrid tenders published by other Central and State agencies are typically set at INR 10,00,000 per MW.</p> <p>In view of multiples tenders going on, to avoid the blockage of BG limits, reduction of EMD amount may be considered.</p>	Existing provision shall prevail.
11.	Rfs	<p>Clause 41.42: Definition: “Power Project” or “Project” or “Wind-Solar Hybrid Power Project”</p> <p>shall mean the Solar PV and Wind Power Project, with rated power capacities in the ratio of at least 2:1 respectively, provided the Project is a Hybrid Project under the Guidelines...</p>	<p>As per clause no 41.42 Solar : Wind ratio is 2:1 whereas clause 6.3.2 (b) mentions Wind : Solar ratio as 2:1.</p> <p>Kindly clarify the project configuration to be considered.</p>		<p>There has been an error made in Clause 41.42 pertaining to definition of “Power Project” or “Project” or “Wind-Solar Hybrid Power Project”.</p> <p>The amended definition, in line with Clause 6.3.2 (b), as below:</p> <p>“PROJECT” or “HYBRID POWER PROJECT” or “POWER PROJECT” shall mean the Wind Power Project and Solar PV Project, with rated power capacities in the ratio of at least 2:1 respectively, provided the Project is a Hybrid Project under the Guidelines, having a single/multiple point(s) of injection into the</p>

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					<p>grid at Interconnection/Delivery/Metering/Injection Point, or in case of sharing of transmission lines, by separate injection at Pooling Point and having control systems and metering. The Project shall include all units/modules and auxiliaries and associated facilities, bay(s) for transmission system in the switchyard, dedicated transmission line up to the Delivery Point and all the other assets, buildings/structures, equipment, plant and machinery, facilities and related assets required for the efficient and economic operation of the power generation facility, whether completed or at any stage of development and construction or intended to be developed and constructed for the purpose of supply of power to CESC.</p>
12.	Rfs	Clause 9.7: The Scheduled Commencement of Supply Date (SCSD) for supplying power from the full Project capacity shall be the date as on 20 months from the Effective Date of the PPA...	<p>Clause to be modified as below: The Scheduled Commencement of Supply Date (SCSD) for supplying power from the full Project capacity shall be the date as on 20 24 months from the Effective Date of the PPA...</p>	TBCB guidelines provides the SCSD for 24 months, request you to kindly change the provision in line with TBCB guidelines.	Existing clause shall prevail.

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13.	Rfs	Clause 25.1 Documents to be submitted offline (in Original) ... The Bidders will be required to submit the bank guarantee, either in person or through post, at the office of CESC until by the last date of the Bid submission.	Documents to be submitted offline (in Original) ... The Bidders will be required to submit the bank guarantee, either in person or through post, at the office of CESC until by the last date of the Bid submission. 3 working days post online bid submission on portal.	Please note that, under ideal conditions, it takes 2 to 3 days for a hard copy to reach its destination. We kindly ask you to factor this lead time into your planning for the offline bid submission	Existing clause shall prevail
14.	Rfs	Format 7.1 Appendix – I to Covering Letter Tentative Average Hourly Profile [Solar/Wind] (in MUs) Appendix – II to Covering Letter Tentative Average Hourly Profile [Solar/Wind] (in MWs)	Should the generation profile be provided separately for Solar and Wind, or should it be a combined profile for both Wind and Solar? Kindly clarify.		It is clarified that individual profile for wind and solar in MW and MUs are to be provided.
15.	Rfs	Clause 6(a) The Scheduled Commencement of Supply Date (SCSD) for supplying power from the full Project capacity shall be the date as on 21 (twenty One) months from the Effective Date of the PPA	The Scheduled Commencement of Supply Date (SCSD) for supplying power from the full Project capacity shall be the date as on 24 (twenty four) months	As per MoP Guidelines for Tariff Based competitive Bidding Process For Procurement of Power from Grid Connected Solar PV Power Projects (MoP Solar Guidelines) dated 28.07.2023, the timeline for commissioning of the Projects is 24 months from PPA Effective Date. Hence, the timeline for SCSD should be changed accordingly.	Guidelines for Tariff Based Competitive Bidding Process for Procurement of Power from Grid Connected Wind Solar Hybrid Projects. 21 August 23 Please refer to Clause 15.2, as below, of the Guidelines for Grid Connected Wind Solar Hybrid Projects dated 21 August 2023: 15.2. Commencement of Supply Schedule: a. The developer/ HPG shall generally

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					<p>commence supply of power, within a period of:</p> <ul style="list-style-type: none"> i. 24 (twenty-four) months from the date of execution of the Power Purchase Agreement, where the quantum allotted to the Developer/ HPG is not more than 1,000 MW; ii. 30 (thirty) months from the date of execution of the Power Purchase Agreement, where the quantum allotted to the Developer/ HPG is more than 1,000 MW. <p><u>b. However, if for some reason, the SCSD period needs to be kept shorter or longer than that provided in these Guidelines, the Procurer can do the same.</u></p> <p>Existing provision shall prevail.</p>
16.	Rfs	<p>Clause 5.1</p> <p>A Bidder, including its Parent, Affiliate or Ultimate Parent or any Group Company shall submit a single bid offering a minimum quantum of Contracted Capacity of 50 MW and a maximum quantum of 150 MW, in the prescribed formats.</p>	<p>A Bidder, including its Parent, Affiliate or Ultimate Parent or any Group Company shall submit a single bid offering a minimum quantum of Contracted Capacity of 50 MW and a maximum quantum of 75 MW, in the prescribed formats. The Contracted Capacity shall be quoted in multiples of 10 MW only</p>	<p>As per MoP Guidelines for Tariff Based competitive Bidding Process For Procurement of Power from Grid Connected Solar PV Power Projects (MoP Solar Guidelines) dated 28.07.2023, the maximum bid capacity that can be allocated to a single Bidder can be 50% of</p>	<p>Appropriate approvals have been taken beforehand for deviations, if any, with reference to Guidelines for Grid Connected Wind Solar Hybrid Projects dated 21 August 2023.</p> <p>Existing provisional shall prevail.</p>

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		The Contracted Capacity shall be quoted in multiples of 50 MW only		the total bid capacity. Hence, in this case, the maximum bid capacity by single bidder shall be 75 MW only.	
17.	Rfs	Clause 15.1 The EMD for an amount of INR 20,00,000 per MW per Project...	The EMD for an amount of INR 12,00,000 per MW per Project...	As per MoP Guidelines for Tariff Based competitive Bidding Process For Procurement of Power from Grid Connected Solar PV Power Projects (MoP Solar Guidelines) dated 28.07.2023, the EMD amount can be 2% of the total Project cost. Therefore, request CESC to reduce the EMD amount to Rs 12 lakhs/MW	Please note that the current bidding process is based on Guidelines for Grid Connected Wind Solar Hybrid Projects dated 21 August 2023. Existing clause shall prevail.
18.	Rfs	Clause 18.1 The Successful Bidder shall submit a Performance Bank Guarantee ("PBG") for a value of INR 40,000,000 (Indian Rupees Forty Lakhs) per MW per Project....	The Successful Bidder shall submit a Performance Bank Guarantee ("PBG") for a value of INR 29,000,000 (Indian Rupees Twenty Nine Lakhs) per MW per Project....	As per MoP Guidelines for Tariff Based competitive Bidding Process For Procurement of Power from Grid Connected Solar PV Power Projects (MoP Solar Guidelines) dated 28.07.2023, the PBG amount can be maximum 5% of the total Project cost. Therefore, request CESC to reduce the PBG amount to Rs 29 lakhs/MW	Please note that the current bidding process is based on Guidelines for Grid Connected Wind Solar Hybrid Projects dated 21 August 2023. Existing clause shall prevail.
19.	Rfs	Clause 35.2 In order to ascertain that the Bidder has sufficient means to manage the fund	In order to ascertain that the Bidder has sufficient means to manage the fund requirements for the Project, the Bidder shall be required to		Existing clause shall prevail.

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		requirements for the Project, the Bidder shall be required to demonstrate the following parameters:	demonstrate the at least one of the following parameters:		
20.	General			Request CESC to confirm if deviation approval from MoP for this bid has been obtained or filed	Appropriate approvals have been taken beforehand for deviations, if any, with reference to Guidelines for Grid Connected Wind Solar Hybrid Projects dated 21 August 2023.
21.	PPA	Clause 10.5.2 If the Buyer disputes the amount payable under a Monthly Bill or a Supplementary Bill, as the case may be, it shall pay undisputed amount or 50% (fifty percent) of the invoice amount, whichever is higher,	If the Buyer disputes the amount payable under a Monthly Bill or a Supplementary Bill, as the case may be, it shall pay undisputed amount or 90% (fifty percent) of the invoice amount, whichever is higher,	Request CESC that in case of dispute, 90% of invoice value should be paid by CESC as followed in NTPC bids	Existing clause shall prevail.
22.	General			Request to incorporate Payment Security of ₹ 0.02/kWh against current parameters as per MoP Solar Guidelines dated 28.07.2023	Please note that the current bidding process is based on Guidelines for Grid Connected Wind Solar Hybrid Projects dated 21 August 2023. Existing clause shall prevail.
23.	General	We request you to kindly extend the bid submission timelines by at least 25 days from current bid submission deadline i.e. till 24/12/2024			Existing provision shall prevail.