

Sl. No	Clause No.	Existing Clause	Proposed Modifications	Rationale/Remarks	PFCCL's Response
1	Sr. No. (L) Page No. 3	Offline & Online Bid Submission Date: 12.10.2023	It is requested to extend the Bid submission date for atleast 2 weeks. It is required to prepare the competitive bid after clarification to all the bid queries. It is also requested to provide 02 working days extra after online bid submission date for offline bid submission.		Please refer Amendment 1 dated 09.10.23 in this regard.
2	Bid Information Sheet	Offline & Online Bid-submission Deadline: 12.10.2023 at 15:00 hrs (IST).	The due diligence along with approvals is a time taking process. Hence we request to extend the bid-submission deadline by 30 days, i.e., to 12.11.2023.		Please refer Amendment 1 dated 09.10.23 in this regard.
3	Bid Information Sheet & S.No-L	12.10.2023 at 15:00 hrs (IST)	We hereby request for the extension of 30 days of the bid submission date, as SPDs needs to work on the impact of Grid Code 2023(Applicable from 01st Oct 2023) on the charging/commissioning process and the impact of applicability/non- applicability of waiver on ISTS Projects if the project SCOD falls after June 2025.		Please refer Amendment 1 dated 09.10.23 in this regard.
4	SECTION - II INVITATION FOR BIDS (IFB) CI 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 NTPC is not able to replace thermal power, then the solar power can be sold in Exchange as per the provisions of Scheme for Flexibility in Generation and Scheduling of Thermal/ Hydro Power Stations through bundling with Renewable Energy and Storage Power (hereinafter "Scheme") dated 12.04.2022 and amendments thereof.	Please clarify if NTPC is not able to replace thermal power then how tariff will be determined when power is sold to exchange. Further, please clarify whether SPD will sell the power or NTPC will sell the power to exchange and its subsequent mechanism.		Provisions of RfS are amply clear.
5	RfS Section II Clause No. 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 NTPC is not able to replace thermal power, then the solar power can be sold in Exchange as per the provisions of Scheme for Flexibility in Generation and Scheduling of Thermal/ Hydro Power Stations through bundling with Renewable Energy and Storage Power (hereinafter "Scheme") dated 12.04.2022 and amendments thereof.	Power procured by NTPC from the above Projects has been provisioned to replace thermal power through existing PPAs of NTPC Ltd with various DISCOMs. The solar power shall be procured by NTPC at the PPA Tariff irrespective of whether NTPC able to replace thermal power or not - then the solar power can be sold in Exchange as per the provisions of Scheme for Flexibility in Generation and Scheduling of Thermal/ Hydro Power Stations through bundling with Renewable Energy and Storage Power (hereinafter "Scheme") dated 12.04.2022 and amendments thereof	This will provide certainty of off-take of power by NTPC and realisation of the constant revenue for the SPD	NTPC shall purchase Contracted Capacity under this PPA from the SPD or such Contracted Capacity shall be sold by NTPC to third party/power exchange.
6	IFB & Clause No.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 NTPC is not able to replace thermal power, then the solar power can be sold in Exchange as per the provisions of Scheme for Flexibility in Generation and Scheduling of Thermal/ Hydro Power Stations through bundling with Renewable Energy and Storage Power (hereinafter "Scheme") dated 12.04.2022 and amendments thereof.	We understand that the NTPC shall schedule the power to exchange. Please clarify. If there is any deviation in the power scheduled to exchange who shall bear the losses/liability arises if any. SPDs or NTPC- Who shall be responsible for coordinating with Exchange or approval required from Competent Authority i.e RLDCs/NOAR etc		Provisions of RfS are amply clear. Please refer to Clause 7.7 of RfS and Article 6 of PPA
7	Section-II Clause 5	NTPC shall purchase such Solar Power from the SPD under MoP scheme for flexibility in Generation and Scheduling of Thermal/ Hydro Power Stations through bundling with Renewable Energy and Storage Power or shall be sold by NTPC to third party/power exchange.	It is understood that SPD is assured of offtake of all the RE power produced during PPA period by NTPC as per terms and conditions of PPA. NTPC on its end will decide whether to bundle the RE power or to sell it on exchange. Please clarify.		NTPC shall purchase Contracted Capacity under this PPA from the SPD or such Contracted Capacity shall be sold by NTPC to third party/power exchange.
8	SECTION - II INVITATION FOR BIDS (IFB) CI 6	The tentative, exhaustive but not limited, list of stations to be used for replacement of thermal power is as under...	What is the significance of providing list of stations to be used for replacement of thermal power? Is the same only for information purpose?		Tentative list of Stations is for information of bidders
9	Section II: Interpretations	Interpretations: 6. The tentative, exhaustive but not limited, list of stations to be used for replacement of thermal power is as under...	Request to share the tariffs at which NTPC is currently supplying power to the respective DISCOMs so that an optimized/competitive tariff range can be envisaged.		Tariff has to be quoted by Bidders based on their assessment and due diligence.
10	Section III: Instruction to Bidders (ITB) CI 6 (d)	In case the Bidder wishes to set up more than One Project, then the Projects would need to be physically identifiable for the Project Capacity with separate boundary wall, separate injection points and metering arrangement	If both the projects are adjacent to each other then separate boundary wall, separate injection points and metering arrangement is required or not?		Provisions of RfS & PPA are amply clear.
11	RfS Clause 7		If the developer has obtained connectivity before bid notification, can that connectivity be utilized for this bid		Yes

12	RfS Clause 7		If a substation's SCD at the time of connectivity application is aligned with Project SCOD, and later on gets delayed beyond June 2025, due to reasons not attributable to SPD, then will SPD be eligible for SCOD extension. Also, what would be the applicability of ISTS transmission charges in this case		Provisions of RfS are amply clear in this regard
13	RfS Clause 7		There are very few substations available whose commissioning timeline is getting aligned with PPA's SCOD. Thus, SPDs might have to go ahead with a substation whose commissioning is after PPA's scheduled commissioning. In this case, will SPD be eligible for SCOD extension/ generation compensation. Also, what would be the applicability of ISTS transmission charges in this case		Provisions of RfS are amply clear in this regard
14	RfS SECTION - III INSTRUCTIONS TO BIDDERS (ITB) CI 7.1	The Bidders are free to choose the ISTS substations for interconnection of the Project to the grid on a pan-India basis from available margin in existing substations and in line with Clause 7.10 below	Many SPDs have obtained Connectivity basis Land documents and Land BG route. Regulations provide to convert the connectivity to LOA/PPA based connectivity. Request NTPC to allow projects to participate who have already obtained connectivity as per Regulations but do not have any other tied up PPA. Request to amend the clause as: The Bidders are free to choose the ISTS substations for interconnection of the Project to the grid on a pan-India basis from available margin in existing substations and in line with Clause 7.10 below. However, in case the Bidder has already been granted connectivity at an ISTS substation other than those from the above list, the same shall be allowed under this RfS. In this case, the Bidder shall be required to submit the proof of connectivity granted at the Substation identified in the Covering Letter.		Provisions of RfS & PPA are amply clear.
15		However, in case the commissioning of the Project gets delayed beyond the applicable date of ISTS waiver/extended SCD as above, due to reasons attributable to the SPD, the liability of transmission charges and losses would be to the account of the SPD.	However, in case the commissioning of the Project gets delayed beyond the applicable date of ISTS waiver/extended SCD as above, due to reasons not attributable to the SPD, SPD shall bear no liability with respect to transmission charges and losses levied, if any. SPDs who shall be applying connectivity based on the LoI issued by PFCL are more likely to get connectivity in those ISTS (especially in Rajasthan State) which shall be commissioned by after June 2025.		Provisions of RfS are amply clear
16	Section III: Clause 7.10	While doing so, the Bidders shall apply due diligence while choosing the proposed substation, and may choose their substations from any one of the following options: a) Existing substations having available margin as indicated by the respective substation owner. b) Existing substations where augmentation is under process or plans for augmentation have been announced. c) 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.	Request you to kindly annex the list of CTU substations as part of the RfS which can, inter-alia, be considered by the SPD for the development of the Solar Project.		Please refer Amendment 1 dated 09.10.23 in this regard.

17	RfS Section III: Instruction to Bidders (ITB) CI 7.10	The Bidders are free to choose the ISTS substations for Interconnection of the Project to the Grid on a pan-India basis. While doing so, the Bidders shall apply due diligence while choosing the proposed substation, and may choose their substations from any one of the following options: (a) Existing substations having available margin as indicated by the respective substation owner. (b) Existing substations where augmentation is under process or plans for augmentation have been announced. (c) 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.	Request for clarification on below queries: 1. There are very few CTU substations with existing available margin/ with augmentation plan are present as per CTU list. Most of such substations do not have large evacuation capacities or nearby suitable land parcels. To comply the RfS condition for selection of CTU substation, how PFC proposed to address the problem. This condition is favourable to bidders who already have blocked the connectivity. 2. Are bidders allowed to opt for any upcoming CTU substation(s) having COD after 30.06.2025? In such scenario, who shall bear the ISTS charges (25%)? Bidder or NTPC? 3. In case connectivity opted in (a) or (b) substation and PPA is signed on 05.01.24, then SCOD shall be 04.07.25. In such scenario, who shall bear the ISTS charges (25%)? Bidder or NTPC? As per GNA Regulation, the Buying Entity shall borne the ISTS charges.		1. The provisions of RfS are amply clear. 2&3. The responsibility for all transmission charges and losses and any other charges as applicable under the respective regulations beyond Delivery Point and up to the drawl point shall be as per extant regulations.
18	Section-III Clause 7.10	The Bidders are free to choose the ISTS substations for Interconnection of the Project to the Grid on a pan-India basis. While doing so, the Bidders shall apply due diligence while choosing the proposed substation, and may choose their substations from any one of the following options: a) Existing substations having available margin as indicated by the respective substation owner. b) Existing substations where augmentation is under process or plans for augmentation have been announced. c) 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	At present, there is limitation to ISTS stations having spare connectivity of the scale of 50 MW or higher (cumulative capacity of min. 300 MW). If SPD proposed a particular substation having available margin at the time of application. However, after application if the same is rejected or no additional capacity is available. What will be the procedure in the case?		Provisions of RfS are amply clear
19	RfS Clause 7.11		Connectivity timeline application is 30 days from LoA. Please make it 30 days from PPA, since sometimes there is a huge gap between LoA and PPA, and this will impact commissioning timeline which we will have to present in connectivity application		No change envisaged.
20	RfS Section III: Instruction to Bidders (ITB) CI 7.11	The SPDs shall be required to apply for connectivity at the identified substations within 30 Days of issuance of LOAs, and shall furnish copies of the application, complete in all respect, to NTPC at the earliest.	There are many uncertainties due to GNA Regulation implementation and limitation in connectivity margins at CTU substations. We request to keep connectivity application to PPA. Request for amendment: The SPDs shall be required to apply for connectivity at the identified substations within 30 Days of Effective Date of PPA.		Provisions of RfS and PPA shall prevail.
21	RfS Section III Clause No. 8.1	The Bidders will declare the annual CUF of the Projects at the time of submission of response to RfS, and the SPDs will be allowed to revise the same once within first year after COD. Thereafter, the CUF for the Project shall remain unchanged for the entire term of the PPA. The declared annual CUF shall in no case be less than 22%. It shall be the responsibility of the SPD, entirely at its cost and expense to install such number of Solar panels and associated equipment (including arrangement of extra land for such installation) as may be necessary to achieve the required CUF, and for this purpose SPD shall make its own study and investigation of the Global Horizontal Irradiance (GHI) and other factors prevalent in the area which have implication on the quantum of generation. SPD 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 19%, and within +10% and -20% of the declared value of the annual CUF thereafter till the end of the PPA duration of 25 years. The lower limit will, however, be relaxable by NTPC to the extent of non- availability of grid for evacuation which is beyond the control of the SPD. The annual CUF will be calculated every year from 1st April of the year to 31st March next year.	The Bidders will declare the annual CUF of the Projects at the time of submission of response to RfS, and the SPDs will be allowed to revise the same once within first year after COD. Thereafter, the CUF for the Project shall remain unchanged for the entire term of the PPA. The declared annual CUF shall in no case be less than 17% 22%. It shall be the responsibility of the SPD, entirely at its cost and expense to install such number of Solar panels and associated equipment (including arrangement of extra land for such installation) as may be necessary to achieve the required CUF, and for this purpose SPD shall make its own study and investigation of the Global Horizontal Irradiance (GHI) and other factors prevalent in the area which have implication on the quantum of generation. SPD 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% 19%, and within +10% and -20% of the declared value of the annual CUF thereafter till the end of the PPA duration of 25 years. The lower limit will, however, be relaxable by NTPC to the extent of non- availability of grid for evacuation which is beyond the control of the SPD. The annual CUF will be calculated every year from 1st April of the year to 31st March next year.	We request PFC/NTPC to provide the relaxation in CUF criteria in line with the tender conditions of other bidding agencies such as NHPC or SECI for solar auctions	Provisions of RfS and PPA shall prevail.

22	SECTION - III INSTRUCTIONS TO BIDDERS (ITB) Cl. 8.1	The Bidders will declare the annual CUF of the Projects at the time of submission of response to RfS, and the SPDs will be allowed to revise the same once within first year after COD. Thereafter, the CUF for the Project shall remain unchanged for the entire term of the PPA. The declared annual CUF shall in no case be less than 22%. It shall be the responsibility of the SPD, entirely at its cost and expense to install such number of Solar panels and associated equipment (including arrangement of extra land for such installation) as may be necessary to achieve the required CUF, and for this purpose SPD shall make its own study and investigation of the Global Horizontal Irradiance (GHI) and other factors prevalent in the area which have implication on the quantum of generation. SPD 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 19%, and within +10% and -20% of the declared value of the annual CUF thereafter till the end of the PPA duration of 25 years. The lower limit will, however, be relaxable by NTPC to the extent of non- availability of grid for evacuation which is beyond the control of the SPD. The annual CUF will be calculated every year from 1st April of the year to 31st March next year.	The declared annual CUF shall in no case be less than 17%. Minimum declared CUD is 17% in all recent Tenders issued by SECI, GUVNL, NTPC etc. SPD 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.		Provisions of RfS and PPA shall prevail.
23	Section III: Clause 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.	Request you to change the clause to; 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) 100% (one-hundred percent) of the PPA tariff. This will make the clause in line with the latest solar policy.		Provisions of RfS & PPA shall prevail.
24	Section III: Clause 8.3	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.	It is suggested that in case NTPC does not require excess power, then instead of refusing such power, NTPC purchase the same from the SPD and sell it to a third party/power exchange.		Provisions of RfS & PPA shall prevail.
25	RfS Section III Clause 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.	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 the PPA tariff.	Amendment to provisions in purchase of excess generation may be done in line with New Guidelines for Tariff Based Competitive Bidding Process for Procurement of Power from Grid Connected Solar PV Power Projects vide MOP Order No.27/01/2023-RCM dated 28.07.2023.	MoP Guidelines issued vide gazette notification dated 26.08.2022 to be followed. Provisions of RfS & PPA shall prevail.
26	Section III: Clause 8.4	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 & PPA shall prevail.
27	RfS Clause 9		Many approvals are in nature which require certain approvals as a pre-requisite for application such as CEIG, commissioning related approvals, land related approvals, transmission lines crossings, etc. Therefore, it would be prudent to keep the dates within 15 months of PPA execution wherein land and connectivity related approvals and applications could be duly filed, complete in all respects. Further, the Effective date may also be interpreted to be extended under this clause, if SCD and FC is extended under provision of RfS.		Provisions of RfS are amply clear in this regard
28	RfS Section III Clause 11.1	Bidders selected by PFCCCL based on this RfS shall submit Performance Guarantee for a value @ INR 23.20 Lakh/ MW within 7 working days prior to signing of PPA (PPA signing date shall be intimated by PFCCCL/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.	Bidders selected by PFCCCL based on this RfS shall submit Performance Guarantee for a value @ INR 23.20 Lakh/ MW within 7 working days prior to signing of PPA (PPA signing date shall be intimated by PFCCCL/NTPC). It may be noted that successful Bidders shall submit the Performance Guarantee according to the Format 7.3B with a validity period of 09 months from the SCD.	In line with other TBCB Tenders and also matching with Article 3, clause-3.3.1 of PPA, Validity for PBG may be revised as 9 months from SCD.	Please refer Amendment 1 dated 09.10.23 in this regard.

29	RfS Section III Clause 11.1	Successful Bidder(s) based on this RfS shall submit Performance Guarantee for a value @ INR 23.20 Lakh/ MW within 7 working days prior to signing of PPA....		The amount of PBG seems very high compared to the recent TBCB Solar tenders and therefore it is requested to reduce the amount. May be aligned with the recent tender floated by RECPDCL for procurement of 1250 MW solar under flexibility scheme	No change is envisaged.
30	SECTION - III INSTRUCTIONS TO BIDDERS (ITB) Cl. 8.4 (a)	After the Scheduled Commissioning Date, if the SPD is ready but the necessary power evacuation/ transmission infrastructure is not ready, for reasons not attributable to the SPD, then SCD for such projects may be revised as the date as on 30th day subsequent to the readiness of the Delivery Point and power evacuation infrastructure	Please clarify on Generation Compensation in case, 1) If the plant is ready but the necessary power evacuation/ transmission infrastructure beyond Delivery Point is not ready, leading to offtake constraint 2) Grid unavailability beyond Delivery Point in a contract year		Provisions of RfS are amply clear.
31	Section III: Clause 11.6	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.	Request to specify the timeline for issuance of LOA post completion of E-RA.		Timeline of the bid process would be as per MoP Guidelines issued vide gazette notification dated 26.08.2022
32	Section III: Clause 11.6	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.	Request to specify the timeline for tariff adoption post E-RA/LOA issuance		Timeline of the bid process would be as per MoP Guidelines issued vide gazette notification dated 26.08.2022
33	RfS Section III Clause No. 11.6	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.	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. NTPC shall ensure adoption of tariff within 75 days from the date of issuance of LoA.	PPA and tariff adoption timelines may need to be firm else it creates uncertainty on the commercial viability as SPDs will not be able to place firm orders on the vendors in the absence of the PPA for the project and approach lenders for financing.	Provisions of RfS and PPA shall prevail.
34	RfS & Clause No. 11.6	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.	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. If there is any delay in the adoption in the tariff by commission, shall entail a corresponding extension in Scheduled Commissioning Date.		Provisions of RfS are amply clear.
35	SECTION - III INSTRUCTIONS TO BIDDERS (ITB) Cl. 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.	For each Project, the Project configuration, i.e. the Installed Capacity proposed, will be submitted by the Bidder at the time of bid submission, and it shall remain unchanged until the issuance of LoA. The above configuration can be changed subsequent to issuance of LoAs until the date as on 12 months prior to SCD of the Project. Also, any change in delivery point(s) is/are allowed upto 12 months prior to SCD of the Project.		No change is envisaged
36	RfS Clause 15.1		As per the guidelines, there should be a defined timeline of tariff adoption for a period of 60 days from tariff petition filing. Please incorporate the same.		Provisions of RfS are amply clear in this regard
37	Section III: Clause 17.2 (a)	The Scheduled Commissioning Date (SCD) for commissioning of the full capacity of the Project shall be the date as on 18 months from the Effective Date of the PPA.	As per the latest CTU list most new substations have a commissioning timeline of more than 18 months i.e. around/ beyond June 2025. Request you to change the timeline of the project to 24 months as per the latest solar policy .		MoP Guidelines issued vide gazette notification dated 26.08.2022 to be followed. Provisions of RfS shall prevail.
38	SECTION - III INSTRUCTIONS TO BIDDERS (ITB) Cl. 17.3	In case of any extension in SCD beyond 30.06.2025 on account of delay in Grid Access operationalization, decision on time extension will be under the purview of MNRE, in line with the OM issued by Ministry of Power vide No. 23/12/2016-R&R dated 30.11.2021, and subsequent amendments/ clarifications thereto, read in conjunction with CERC's orders and regulations notified in this regard.	How any extension in SCD beyond 30.06.2025 be treated? As per GNA Regulations, Buying Entity (i.e NTPC) shall be borne the ISTS charges (25%). Kindly confirm.		Provisions of RfS and PPA are amply clear in this regard.

39	RfS Section III Clause 17.2 (a)	The Scheduled Commissioning Date (SCD) for commissioning of the full capacity of the Project shall be the date as on 18 months from the Effective Date of the PPA.....	The Developer / Solar Power Generator shall generally commence supply of power, within a period of: i) 24 months from the date of execution of the Power Purchase Agreement, where the quantum allotted to the Developer / Solar Power Generator is not more than 1000 MW. ii) 30 months from the date of execution of the Power Purchase Agreement, where the quantum allotted to the Developer / Solar Power Generator is more than 1000 MW.	Amendment to SCD may be done in line with New Guidelines for Tariff Based Competitive Bidding Process for Procurement of Power from Grid Connected Solar PV Power Projects vide MOP Order No.27/01/2023-RCM dated 28.07.2023.	MoP Guidelines issued vide gazette notification dated 26.08.2022 to be followed. Provisions of RfS shall prevail.
40	RfS & Clause No. 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. As per the Standard Bidding guidelines SCD had been revised to 24 Months from Effective date. The Grid Code 2023 issued by CERC had changed the procedure for charging permission/commissioning procedure for ISTS connected Solar PV Project.		MoP Guidelines issued vide gazette notification dated 26.08.2022 to be followed. Provisions of RfS shall prevail.
41	RfS Section III Clause No. 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 (for e.g., if Effective Date of the PPA is 01.10.2023, then SCD shall be 01.04.2025).	The Scheduled Commissioning Date (SCD) for commissioning of the full capacity of the Project shall be the date as on 18 24 months from the Effective Date of the PPA (for e.g., if Effective Date of the PPA is 01.10.2023, then SCD shall be 01.04.2025).	24 months is required for non-solar park projects as the land acquisition activities are more time taking as is provided under the recently issued Solar Bidding Guidelines	MoP Guidelines issued vide gazette notification dated 26.08.2022 to be followed. Provisions of RfS & PPA shall prevail.
42	RfS Section III Clause No. 17.3	The above shall be treated as delays beyond the control of the SPD and SCD for such Projects shall be revised as the date as on 30 Days subsequent to the readiness of the Pooling point at PSS and/or Delivery Point at GSS and power evacuation infrastructure and/or grant of connectivity. Decision on requisite extension on account of the above factor shall be taken by NTPC.	The above shall be treated as delays beyond the control of the SPD and SCD for such Projects shall be revised as the date as on 60 30 Days subsequent to the readiness of the Pooling point at PSS and/or Delivery Point at GSS and power evacuation infrastructure and/or grant of connectivity. Decision on requisite extension on account of the above factor shall be taken by NTPC.	Requesting PFC/NTPC to provide extension on the SCD timelines similar to SECI/NHPC solar auctions	MoP Guidelines issued vide gazette notification dated 26.08.2022 to be followed. Provisions of RfS & PPA shall prevail.
43	Section III: Clause 17.4	Early part 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 part commissioned Project @ 75% (seventy-five per cent) of the PPA tariff.	Request to change the clause to; Early part 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 part commissioned Project @ 75% (seventy-five per cent) 100% (one hundred percent) of the PPA tariff. This will make the clause in line with the latest solar policy.		Provisions of RfS & PPA shall prevail.
44	RfS Section III Clause No. 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 part 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 part commissioned Project @ 75% (seventy-five per cent) of the PPA tariff	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 part 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 part commissioned Project @ 75% (seventy-five per cent) of the PPA tariff	Requesting PFC/NTPC to provide full PPA tariff for early commissioning similar to NHPC solar auction	MoP Guidelines issued vide gazette notification dated 26.08.2022 to be followed. Provisions of RfS & PPA shall prevail.
45	RfS Section III 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 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.	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 shall purchase supply of power corresponding to full as well as part contracted capacity at the PPA tariff for the applicable contract year. 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.	As per New Guidelines for Tariff Based Competitive Bidding Process for Procurement of Power from Grid Connected Solar PV Power Projects vide MOP Order No.27/01/2023-RCM dated 28.07.2023, commencement of supply of power corresponding to full as well as part contracted capacity shall be purchased at the PPA tariff for the applicable contract year. Amendment may be done in line with new TBCB guidelines for solar power procurement.	MoP Guidelines issued vide gazette notification dated 26.08.2022 to be followed. Provisions of RfS & PPA shall prevail.

46	RfS Section III Clause No. Various clauses pertaining to ownership of the bidder.	-	-	We request you to kindly include the word shareholder alongwith promoters as the company with no shareholder having more than 50% will be considered a company under joint control. Additionally, a company is not mandatorily required to have the promoters but will have shareholders. Hence, we humbly request PFC to consider adding shareholder alongwith promoters wherever	No change envisaged.
47	RfS Section IV Part C (C.1)	The Net Worth of the Bidder should be equal to or greater than INR 92.8 Lakhs per MW of the quoted capacity, as on the last date of previous Financial Year, i.e. FY 2022-23.....	The Net Worth of the Bidder should be equal to or greater than INR 80 Lakhs per MW of the quoted capacity, as on the last date of previous Financial Year, i.e. FY 2022-23.....	It is requested that the networth requirement shall be aligned with the recent tender floated by RECPDCL for procurment of 1250 MW solar under flexibility scheme.	Provisions of RfS shall prevail.
48	RfS SECTION - V BID EVALUATION AND SELECTION OF PROJECTS CI 5.5	LOA shall be placed by PFCCL on behalf of NTPC	PFC is not recognized REIA by GOI. Please clarify, as to how one can apply for connectivity under LOA route if LOA is issued by PFC? Request to amend the clause as: LOA shall be placed by NTPC.		No change envisaged.
49	SECTION - VIII ANNEXURES AND APPENDIX CI 9 (v)	If generation at any time exceeds the maximum permissible AC capacity at delivery point, the excess generation during that period shall not be considered under PPA.	It is envisaged that the AC capacity shall be measured at the delivery point. Kindly confirm.		Yes.
50	RfS Section VIII Clause No. Annexure D	In the checklist for Financial Closure, it is mentioned as '9 months from Effective Date of PPA'	In the checklist for Financial Closure, it is mentioned as '9 months from Effective Date of PPA'	This appears to be a typographical error. The timeline for Financial Closure as per clause 16.1 in RfS mentions 12 months from PPA	Please refer Amendment 1 dated 09.10.23 in this regard.
51	RfS and draft PPA Tariff adoption	NA	No timeline for tariff adoption has been provided in the RfS/ draft PPA. Conditions subsequent, Financial clauses and SCD should be linked to tariff adoption and suitable extension to be provided in case delay in defined timeline. Further referring to Guidelines 12 (b), any delay in adoption of tariff by the Appropriate Commission, beyond 60 (sixty) days, shall entail a corresponding extension in financial closure." Request for addition: Tariff adoption petition to be filed by Offtaker within 15 days of PPA. Any delay in adoption of tariff by the Appropriate Commission, beyond 60 days after Effective Date of the PPA, shall entail a corresponding extension in Financial Closure deadline and SCD. Further, automatic day to day extension of FC and SCD, if petition not filed within the prescribed timelines.		Provisions of RfS are amply clear. PPA will be signed as per timelines prescribed in MoP gazette notification dated 26.08.2022.
52	Additional (not mentioned in RfS)	-	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
53	Additional (not mentioned in RfS)	Waiver of ISTS Charges for Solar and Wind Projects.	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 the same.		Provisions of RfS shall prevail.

54	Draft PPA cl 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.	<p>No provision of timelines for tariff adoption has been provided in the PPA document. The suggested provisions indicate timelines and consequences of delay in tariff adoption by NTPC.</p> <p>Requets for addition of new proviso: 2.1.3 Notwithstanding the Effective Date, the condition precedent for the enforcement of the obligations of either party against the other under this Agreement shall be that, within 60 days after the Effective Date of the PPA, SECI shall obtain adoption of tariff from CERC/SERC, as applicable, on the terms and conditions contained in this Agreement read with the terms and conditions contained in the Power Purchase Agreement entered into between SPD and NTPC. The Parties agree that in the event, the order of adoption of tariff as mentioned above is not issued by the CERC/SERC within the time specified above, the provisions of Article 2.1.4 shall apply.</p> <p>2.1.4 If parties have not mutually extended the time period as stipulated under Article 2.1.3 and the order from the SERC and/ or CERC (as applicable) is issued within the timeline as per Article 2.1.3, no extension for Financial Closure or Scheduled Commissioning Date shall be given. However, if the requisite SERC and/ or CERC (as applicable) order is issued after the timeline as per Article 2.1.3, this shall entail a corresponding extension in Scheduled Financial Closure and the Scheduled Commissioning Date for equal number of days for which the SERC and / or CERC order has been delayed beyond such period as specified in Article 2.1.3.</p>		Provisions of RfS are amply clear. PPA will be signed as per timelines prescribed in MoP gazette notification dated 26.08.2022.
55	PPA Section Clause No. 3.3: Performance Bank Guarantee/ Payment on Order Instrument	The Performance Bank Guarantee / Payment on Order Instrument having validity from the date of submission, which shall be submitted 7 days before signing of the present Agreement until 9 months after the SCD, for a value of Rs..... (INR 23.8 Lakh/MW) for guaranteeing the commencement of the supply of power up to the Contracted Capacity within the time specified in this Agreement.	The Performance Bank Guarantee / Payment on Order Instrument having validity from the date of submission, which shall be submitted 7 days before signing of the present Agreement until 9 months after the SCD, for a value of Rs..... (INR 23.2 23.8 Lakh/MW) for guaranteeing the commencement of the supply of power up to the Contracted Capacity within the time specified in this Agreement.	This appears to be a typographical error. The PBG value as per the RfS is INR 23.20 Lakhs / MW.	Please refer Amendment 1 dated 09.10.23 in this regard.
56	PPA Article 4: CONSTRUCTION & DEVELOPMENT OF THE PROJECT Cl 4.1 (b)	Lease Agreement to establish ownership/ possession/right to use 100% (hundred per cent) of the required land in the name of the SPD for a period not less than the complete term of the PPA, on or before the Scheduled Commissioning Date (SCD). Wherever leasehold land is involved, the lease should allow transfer/ mortgage of land lease rights to the lenders or Procurer, in case of default of the SPD."	<p>Request to confirm from NTPC if inclusion of the said clause would mean that we would not be allowed to opt for outright purchase of land for setting up of the solar power plant.</p> <p>However, the RfS talks about submission of title documents/ lease deeds. However, the PPA just talks about submission of lease deeds.</p>		Please refer Amendment 1 dated 09.10.23 in this regard.
57	PPA Article 4: CONSTRUCTION & DEVELOPMENT OF THE PROJECT Cl 4.1 (b)	<p>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>In case the SCD of the Project is before the date till above ISTS waiver is applicable, and if the Project is granted extension in the SCD on account of Force Majeure, or for delay on the part of the transmission provider in providing the transmission even after having taken the requisite steps in time; or on account of delays on the part of any Government Agency, and the Project is commissioned before the extended SCD; it will get benefit of waiver of inter-state transmission charges.</p>	<p>How shall bear the ISTS charges in case the SCD is beyond 30.06.25? In case there is any delay not attributal to SPD, who shall borne the ISTS charges?</p> <p>Transmission charges shall not be applicable to SPD, if levied to Buyer under Sharing Regulations, 2023.</p>		Provisions of RfS are amply clear.
58	ARTICLE 4 CONSTRUCTION & DEVELOPMENT OF THE PROJECT cl 4.4.1	The SPD will be allowed to revise the CUF of the Project once within first year after COD of the full project capacity	Since the first year shall have stabilization issues as well as module performance uncertainties, to reduce the inherent risk to the SPD, it shall be beneficial if SPD are allowed to change the CUF during the third year of operations as well.		Provisions of RfS and PPA shall prevail.

59	PPA Page 22, 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, NTPC shall bear no liability with respect to transmission charges and losses levied, if any.	Modified Propsoed Clause as below: "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. 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."		Provisions of RfS and PPA shall prevail.
60	Draft PPA 4.6.2, 4.2.6 and Schedule 3 (1)	<p>4.6.2.The maximum time period allowed for commissioning of the full Project Capacity with encashment of Performance Bank Guarantee/ Payment on Order Instrument shall be limited to 6 months after the SCD of the Project. In case, the Commissioning of the Project is delayed beyond 6 months after the SCD, it shall be considered as an SPD Event of Default and provisions of Article 13 shall apply and the Contracted Capacity shall stand reduced / amended to the project capacity commissioned within 6 months after the SCD and the PPA for the balance Capacity will stand terminated and shall be reduced from the project capacity.</p> <p>4.2.6: ...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>Sch 3 (1): For Delay in commissioning upto 6 (six) months from SCD, encashment of Performance Bank Guarantee (PBG) on per day basis and proportionate to the capacity not commissioned</p>	<p>As per clause 4.6.2, the Event of Default by SPD is considered beyond SCD+6 months. Therefore, any commissioning with PBG encashment within SCD+6 months is not an Event of Default and not attributable to SPD.</p> <p>As per Sch. 3, the PPA SCD timeline is 18 months which is touching June'25 100% ISTS charges waiver timeline. With SCD+6 months, the timeline extends to around Nov-Dec'25 wherein the ISTS waiver is only upto 75%.</p> <p>As per Cl.4.2.6, NTPC shall not be liable for any liability of ISTS charges beyond SCD date i.e. May-Jun'25, which essentially mean that any commissioning happening in Nov-Dec'25 timeline will be eligible for 75% waiver only and not 100% ISTS charges waiver.</p> <p>We request NTPC to review the clause wherein delayed commissioning i.e. SCD+6 months should be covered as deemed 100% ISTS waiver.</p> <p>Request to amend the clasue as: 4.2.6:... in case the commissioning of the Project gets delayed beyond the applicable date of ISTS waiver/extended SCD (as per Cl17.2(b) of RfS), due to reasons attributable to the SPD, the liability of transmission charges and losses would be to the account of the SPD.</p>		Provisions of RfS and PPA are amply clear. No change is envisaged.

61	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>In case the SCD of the Project is before the date till above ISTS waiver is applicable, and if the Project is granted extension in the SCD on account of Force Majeure, or for delay on the part of the transmission provider in providing the transmission even after having taken the requisite steps in time; or on account of delays on the part of any Government Agency, and the Project is commissioned before the extended SCD; it will get benefit of waiver of inter-state transmission charges. However, in case the commissioning of the Project gets delayed beyond the applicable date of ISTS waiver/extended SCD as above, due to reasons attributable to the SPD, the liability of transmission charges and losses would be to the account of the SPD. In case of any extension in SCD beyond 30.06.2025, decision on such extension requests will be taken by MNRE, in line with the OM issued by Ministry of Power vide No. 23/12/2016- R&R dated 30.11.2021, and subsequent amendments/ clarifications thereto, read in conjunction with CERC's orders and regulations notified in this regard. The provisions of PPA in regard to liability of the entities to pay the ISTS charges and losses shall stand modified by such exemption/waiver provided as per the above order/Office Memorandum and regulations issued by CERC, as applicable.</p>	Clarification Request	<p>Assuming the PPA is signed in December 2023. The SCD will be 18 Months from PPA Execution date & the SCD will be June 2025.</p> <p>Currently, connectivity margins is not available on Fatehgarh IV Section 1 & Bhadla III Phase 1 which are most likely to come up before 30.06.2025.</p> <p>Margins are available for grant at Fatehgarh IV Section 2 or Bhadla-III Phase 2, which will come up after 30.06.2025.</p> <p>Based on above following scenarios follows-</p> <p>Scenario 1 - Bidder chooses an ISTS substation from the list of Existing Substations for example Fatehgarh IV Section 1, which is likely to come up on or before the SCD date. Projects gets commissioned on or before June 25. ISTS charges waiver is availed by SPD.</p> <p>Scenario 2 - Bidder chooses an ISTS substation from the list of Planned Substations which is likely to come up after the SCD date of June 2025 for example Fatehgarh IV Section 2 or Bhadla-III beyond 3GW for which commissioning is beyond June 25. In this case when the Bidder is upfront declaring that the project will get commissioned after June 2025 (After SCD), Say September 2025. In this case who will bear the ISTS Charges? Please</p>	
62	PPA 4.2.7	<p>In case the SCD of the Project is after the date till 100% ISTS waiver is applicable i.e. 30.06.2025 (as per the OM issued by Ministry of Power vide No. 23/12/2016- R&R dated 30.11.2021, and subsequent amendments/clarifications thereto, read in conjunction with CERC's orders and regulations notified in this regard), the following shall be applicable:</p> <p>a) The above CERC regulation provides a graded waiver on ISTS charges for the projects commissioned (CoD) up to 30.06.2028. In case the project gets commissioned as per the timelines, the transmission charges (as per grading or otherwise) shall be borne as per extant regulations.</p> <p>b) In case commissioning of the Project is delayed due to the reasons attributable to SPDs and if there is any additional implication of transmission charges the same shall be borne by SPDs.</p>	Clarification Request	<p>Can a bidder choose the ISTS Substation from the List of Planned Substations which are likely to come up after 30.06.2025?</p> <p>In this case, will the SCD of the Project be as per the scheduled commissioning of the ISTS substation at which the Bidder has sought connectivity and planned to connects its Project and the GNA Charges will be borne by the Buying entity? Please clarify.</p>	Provisions of RfS are amply clear
63	PPA Article 4.4.1	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 is amply clear

64	Draft PPA Cl 4.5.3 Right to Contracted Capacity & Energy	In case of extension due to reasons specified in Article 4.5.1(b) and (c), and if such Force Majeure Event continues even after a maximum period of 180 days from the date of the Force Majeure Notice, any of the Parties may choose to terminate the Agreement as per the provisions of Article 11.3. In case neither party terminates the Agreement under this clause, the Agreement shall stand terminated on the expiry of twelve (12) months of the continuation of the Force Majeure event unless the parties mutually agree to extend the Agreement for the further period.	As per regulations, termination of Agreement leads to revocation of connectivity. This in turn leads to encashment of Connectivity BGs. In case of Buyer (NTPC), GNA gets utilized by way of procurement from some other entity. Generator, on other hand, has no option to utilize its connectivity other than for this project as Regulation does not provide option to convert LOA based connectivity to land or land BG based connectivity. Reques to amend the clause as: In case of extension due to reasons specified in Article 4.5.1(b) and (c), and if such Force Majeure Event continues even after a maximum period of 180 days from the date of the Force Majeure Notice, any of the Parties may choose to terminate the Agreement as per the provisions of Article 11.3. In case neither party terminates the Agreement under this clause, the Agreement shall stand terminated on the expiry of twelve (12) months of the continuation of the Force Majeure event unless the parties mutually agree to extend the Agreement for the further period. If NTPC chooses to terminate the Agreement, the cost incurred on account of revocation of such SPDs connectivity shall be reimbursed to SPD.		Provisions of RfS and PPA are amply clear. No change is envisaged.
65	PPA Page 26, Clause 4.10.1	Addition proposed in clause 4.10.1	Request to add following Clause: "Generation Compensation in offtake constraints due to Grid Unavailability: During the operation of the plant, there can be some periods where the Project can generate power but due to temporary transmission unavailability, the power is not evacuated, for reasons not attributable to the Solar Power Developer. In such cases, subject to the submission of documentary evidences from the competent authority, the generation compensation from buying utility shall be restricted to the following and there shall be no other claim, directly or indirectly against SECI: Grid unavailability in a Contract Year: (only period from 8 am to 6 pm to be counted), for Grid unavailability beyond 50 hours in a Contract Year: Generation Loss = [(Average Generation per hour during the Contract Year) × (number of hours of grid unavailability during the Contract Year)] The excess generation by the SPD equal to this generation loss shall be procured at the PPA tariff so as to offset this loss in the succeeding 3 (three) Contract Years. "	May be amended in line with the TBCB tenders floated by SECI etc.	Provisions of RfS and PPA shall prevail.
66	PPA Section Clause No. 5.1.8: 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 and GNA. 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 rate of 75% (seventy-five percent) of the PPA tariff.	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 and GNA. 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 rate of 75% (seventy-five percent) of the PPA tariff.	Requesting PFC/NTPC to provide full PPA tariff for early commissioning similar to NHPC solar auction	MoP Guidelines issued vide gazette notification dated 26.08.2022 to be followed. Provisions of RfS & PPA shall prevail.
67	PPA ARTICLE 7 METERING Cl 7.1.3	In addition to ensuring compliance of the applicable codes, the SPD shall install main & check meters at the Interconnection Point, along with stand-by meter(s) as per the applicable Central/State regulations	We understand that there will be three meters ie Main, Check & Backup Meters. Please confirm.		Provisions of RfS are amply clear.
68	PPA Page 32, Clause 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		Note: 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.

69	PPA Page 35, Clause 10.3.2	All payments required to be made under this Agreement shall also include any deduction or set off for: i) deductions required by the Law; and ii) 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% surcharge will be applicable on day-to-day basis.	Modified Proposed Clause as below: "All payments required to be made under this Agreement shall also include any deduction or set off for: i) deductions required by the Law; and ii) amount claimed by NTPC (not disputed by SPD), if any, from the SPD, will be adjusted from the monthly energy payment. In case of any excess payment adjustment, 1.25% surcharge will be applicable on day-to-day basis."		Provisions of RfS & PPA shall prevail.
70	PPA Article 10.6	NTPC shall provide to the SPD, in respect of payment of its Monthly Bills and/or Supplementary Bills, a monthly unconditional, revolving and irrevocable letter of credit ("Letter of Credit"), opened and maintained which may be drawn upon by the SPD in accordance with this Article	Kindly incorporate "Payment Security Fund" mechanism also with a corpus balance in addition to "Letter of Credit" as followed by many other tenders.		No change is envisaged.
71	PPA Page 37, Clause 10.7.2	If the NTPC disputes the amount payable under a Monthly Bill or a Supplementary Bill, as the case may be, it shall pay 50% of the invoice amount and it shall within fifteen (15) days of receiving such Bill, issue a notice (the "Bill Dispute Notice") to the invoicing Party setting out:.....	Modified Proposed Clause as below: "If the NTPC disputes the amount payable under a Monthly Bill or a Supplementary Bill, as the case may be, it shall pay 50% disputed amount and 100% of undisputed amount of the invoice and it shall within fifteen (15) days of receiving such Bill, issue a notice (the "Bill Dispute Notice") to the invoicing Party setting out:....."		Provisions of RfS & PPA shall prevail.
72	PPA Page 43, 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.	Modified Proposed Clause as below: "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. Further, it is clarified that both the parties written consent is required for termination of PPA under this clause."		Provisions of RfS & PPA shall prevail.
73	PPA Article 14.1.1	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 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; and b) 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, (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).	Request NTPC to indemnify the SPD as well. 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 property of 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; and b) 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 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).		Provisions of PPA shall prevail.
74	Article 14: LIABILITY AND INDEMNIFICATION CL 14.5	It is specifically agreed that the payment of money becoming due from the NTPC to the SPD under this Agreement for supply of Solar Power to the extent of the Contracted Capacity.	Request for clarification. Clause is not clear.		Please refer Amendment 1 dated 09.10.23 in this regard.