Clarifications on Queries- Procurement of 200 MW Dispatchable Hydro Power for 30 years (TPCD/PP/FY27/01)						
Sr. No.	**Documents**	**Clause No.**	**Existing Clause**	**Proposed Modifications**	**Rationale/Remarks for Clarification or Amendment**	**Tata Power-D Reply / Clarification**
1.	RFP	Tender Title GREENKO	Bidding Document for Procurement of 200 MW Dispatchable Hydro Power for 30 years Through e-Tender and e-Reverse	Considering the need to encourage wider participation and enhance overall bid competitiveness, it is requested that the Contract Period stipulated under the RFP be reduced from 30 (Thirty) years to 25 (Twenty-Five) years.	A reduced contract tenure would provide greater flexibility to prospective bidders and facilitate wider participation, thereby enabling more competitive tariff discovery. In view of the above, the Procurer is requested to kindly consider revising the Contract Period from 30 years to 25 years.	The useful life as per MERC MYT Regulations, for Hydro power plant is 40 years. No change required. Bidder is requested to follow existing terms and conditions of bidding. Further, reducing the period of PPA may result in increase in the tariff
2.	RFP	1.1.1(a)& 1.2.12 Illustration GREENKO	Table and Illustration of Clauses 1.1.1 (a) and 1.2.12		Clause 1.1.1 prescribes three distinct categories of Delivery Point depending on the location of the Power Station - (i) CTU periphery / ISTS sub-station for projects located in India but outside Maharashtra, (ii) InSTS of Maharashtra for projects located within Maharashtra, & (iii) the point of connection of the CBTL to the Indian	There is no inconsistency between Clause 1.1.1 and Clause 1.2.12. Evaluation and ranking of Bids at every stage of the Bidding Process (e-Tender opening, e-Reverse Auction, and L-1 Matching) is based solely on the composite landed Tariff (Base Fixed Charge + Base Variable Charge) quoted by each Bidder up to its own Delivery Point as determined under Clause 1.1.1, i.e., Columns C and D of the illustration and no separate ISTS adjustment is applied to any Bidder's Tariff for comparison purposes.

<table>
<tr><th colspan="7">Clarifications on Queries- Procurement of 200 MW Dispatchable Hydro Power for 30 years (TPCD/PP/FY27/01)</th></tr>
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<tr><td></td><td></td><td></td><td></td><td></td><td>Grid for cross-border projects.
Clause 1.2.12 states that Bids will be evaluated on "landed tariff at Delivery Point," and the illustration under Clause 1.2.12 additionally shows the Tariff being bifurcated into components "Net off ISTS component" (columns E and F) for the purpose of Fixed and Variable Charge computation during the e-Reverse Auction. This suggests that an ISTS-netting mechanism is built into the bid evaluation methodology.
Above two clauses (Clause 1.2.2 and Clause 1.2.12) are inconsistent, and we request you to clarify through an illustration how ISTS charges be used for evaluation purpose.</td><td>Therefore, transmission charges beyond the Delivery Point are already under Tata Power-D account under Clause 1.1.1(b) and are therefore never embedded in the quoted Tariff to begin with.

Nevertheless, for clarification, we request you to read the Table heading of columns E and F by removing the text “Net off ISTS component”. The corrected Table is as given below:

<table><tr><th>Sr. No.</th><th>Fixed Charges Quoted by Bidder during Bid Submission</th><th>Variable Charges Quoted by Bidder during Bid Submission</th><th>Tariff Quoted by Bidder during Bid Submission (FC+VC) at the delivery point</th><th>Tariff Quoted by Bidder during e-Reverse Auction (FC+VC) at the delivery point</th><th>Tariff Quoted by Bidder after - Reverse Auction (FC)</th><th>Tariff Quoted by Bidder after - Reverse Auction (VC)</th></tr><tr><td></td><td>(Rs. Per unit)</td><td>(Rs. Per unit)</td><td>(Rs. Per unit)</td><td>(Rs. Per unit)</td><td>(Rs. Per unit)</td><td>(Rs. Per unit)</td></tr><tr><td></td><td>A</td><td>B</td><td>C=A+B</td><td>D</td><td>E=A*D/C</td><td>F=B*D/C</td></tr><tr><td>1</td><td>5.00</td><td>1.00</td><td>6.00</td><td>5.50</td><td>4.58</td><td>0.92</td></tr></table>
Since Bidders can reduce only the composite landed Tariff (not FC and VC independently) during the auction, these columns simply apportion the final landed Tariff back into its Fixed and Variable Charge components in the same A:B ratio originally quoted by the Bidder.

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3.	RFP	1.1.1(a) TPTCL	Particulars of the Event for Supply of dispatchable Electricity from 01-05-2032	(a) Particulars of the Event for Supply of dispatchable Electricity for any period between 01- 05-2032 to 01-05- 2033	Developer may be given flexibility for commencement of supply during any period between 01- 05-2032 to 01-05- 2033 as this would allow flexibility for developer to participate basis Scheduled COD of their Projects	Keeping in mind the short available time for supply till 1st May, 2032 and the hydro project risks, TPC-D considers it appropriate to defer the supply date to any period between 01- 05-2032 to 01-05- 2033 Further, kindly refer to the issued Corrigendum
4.	RFP	1.1.1(a)	Note: - Bidders shall ensure that at least 90% of the quoted design energy, corresponding to the supply period and as per the dispatch instruction of Tata Power-D, is mandatorily supplied to Tata Power-D during each accounting year	Note: - Bidders shall ensure that at least 90% of the quoted design energy, corresponding to the supply period (May to October) and as per the dispatch instruction of Tata Power-D for May to October, is mandatorily supplied to Tata Power-D during each accounting year. Dispatch instructions will necessarily have to be for May to October only?		Dispatch instructions will necessarily for each accounting year and not restricted only to period between May and October. Hence, no change required. Bidder is requested to follow existing terms and conditions of bidding.

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5.	RFP	**Clause 1.1.1, 3.2.4 TPTCL**	……For each month from May to October, the Supplier shall ensure that while communicating the daily availability, contracted capacity is available for period of minimum four hours (any four hours out of 24 hours) on daily basis as communicated by Tata Power-D by 09:00 hours of previous day….	For each month from May to October, the Supplier shall ensure that while communicating the daily availability, contracted capacity is available for period of minimum four hours (any four hours out of 24 hours) which shall be declared by Tata Power-D on **monthly** basis **The above may be replaced in all other Clauses mentioned in RFP & HPPA**	The 4 hours peaking requirement is proposed to be informed by TPC D in advance on monthly basis instead of daily basis which gives greater visibility to Developer to Supply and schedule Contracted Capacity basis water inflow, while still ensuring a minimum supply commitment during May to October period	No change as such required. However, in order to provide greater flexibility to the Developer and corresponding lower tariff, TPC-D will inform about the peak hours on weekly basis. Kindly refer to the issued Corrigendum
6.	RFP	1.2.5 (g) of the RFP GREENKO	The Bid Security shall be forfeited as Damages without prejudice to any other right or remedy that may be available to the Utility under the Bidding Document		This Clause permits forfeiture of Bid Security where a Bidder engages in an 'undesirable practice,' as distinct from the specifically defined terms 'corrupt practice,' 'fraudulent practice,' 'coercive practice,' and	Bidders are requested to read Clause 1.2.5(g)(ii) together with Clause 5.3(d) for the full scope of this ground for forfeiture for Bid Security. Hence, no change required. Bidder is requested to follow existing terms and conditions of bidding.

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			and/ or under the HPPA, or otherwise, if: (ii) a Bidder engages in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in the Bidding Document;		'restrictive practice.' Unlike these four categories, 'undesirable practice' is not defined anywhere in the Bidding Document, rendering this ground for forfeiture vague, subjective, and susceptible to arbitrary invocation. We request that the term 'undesirable practice' either be (a) deleted from the Clause, given that the four defined categories already provide comprehensive and objective coverage; or (b) exhaustively defined in the Bidding Document, should the Utility intend to retain it as an independent ground for forfeiture.	
7.	RFP	**Clause 2.2.1 (g)** TPTCL	……………… For Cross Border Projects, The Bidder shall be solely responsible and shall make	**Clause 2.2.1 (g)** ….For Cross Border Projects, The Bidder shall make efforts (including obtaining and maintaining all	The MoP order on RCO specifies that the obligation under Hydro Energy Component may also be met from Hydro Projects located outside	No change required. Bidder is requested to follow existing terms and conditions of bidding.

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			efforts (including obtaining and maintaining all requisite approvals, registrations, certifications, and supporting documentation) to ensure that the Project qualifies for and is recognized towards RCO compliance, as per MoP Gazette Notification dated 27 September 2025 or any amendment thereon, and the same shall be passed on to Utility at no additional cost	requisite approvals, registrations, certifications, and supporting documentation) to qualify the Project towards RCO compliance, as per MoP Gazette Notification dated 27 September 2025 or any amendment thereon, and **in case the same is obtained by Bidder,** the same shall be passed on to Utility at no additional cost….	India, as approved by Central Govt, on case to case basis. The Bidder shall be in a position to approach MoP regarding RCO compliance after receipt of PPA with the Indian Utility off taking the power. Hence, the compliance can not be ensured by Bidder in advance.	
8.	RFP	1.1.1 & 2.2.1(g) GREENKO	1.1.1 Tata Power-D intends to procure up to 200 MW of dispatchable hydro power electricity (“Requisitioned Capacity”) from		Clause 1.1.1 of the RFP provides that the Utility intends to procure dispatchable hydro power from "commissioned / under construction/ to be	As per Ministry of Power (“MoP”) Gazette Notification dated 27 September 2025 the Hydro Power Obligations (HPO) can be met from the plants commissioned after 31st March, 2024. Though this notification is applicable up to the FY 2029-30, TPC-D

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			"commissioned / under construction / to be constructed" hydro power generating station(s) having reservoir, pondage, and located in India or neighbouring country (the "Power Station"). In case of already commissioned Hydro Project, the same shall be commissioned after March 2024. 2.2.1 (g) The power supplied under this tender should be RCO compliant in accordance with the respective RCO regulations applicable in India including but not limited to Ministry of Power ("MoP")		constructed" hydro power generating station(s), and further stipulates that "In case of already commissioned Hydro Project, the same shall be commissioned after March 2024." We note that the Bidding Document, under Clause 2.2.1(g), requires that the power supplied under this tender be RCO compliant in accordance with the Ministry of Power Gazette Notification dated 27th September 2025 (and any amendment thereto). Since the RCO framework recognizes hydro projects commissioned from an earlier date (i.e., 2019 onwards) as eligible for RCO compliance, restricting eligibility under Clause 1.1.1 to only those hydro projects commissioned after	does not expect the definition of the eligible hydro plants to change for future period. Hence, No change required. Bidder is requested to follow existing terms and conditions of bidding.

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			Gazette Notification dated 27 September 2025 or any amendment thereon.		March 2024 appears to be inconsistent with, and more restrictive than, the RCO eligibility criteria itself. This would unnecessarily exclude otherwise RCO-compliant and eligible hydro projects commissioned between 2019 and March 2024 from participating in this tender. We therefore request the Utility to kindly reconsider and correct Clause 1.1.1 to align the cut-off date for "already commissioned Hydro Project(s)" with the RCO eligibility criteria under the MoP Gazette Notification dated 27th September 2025, i.e., to permit hydro projects commissioned on or after 2019 (rather than March 2024) to qualify as eligible Power Stations	

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					under this Bidding Document.	
9.	RFP	2.2.2(B) & 2.2.8 GREENKO	The Bidder shall have a minimum Net Worth (the "Financial Capacity") equivalent to Rs. 1 Crore (Rs. One Crore) per MW of the capacity the Applicant is willing to Bid, at the close of the preceding financial year. Notwithstanding anything to the contrary contained herein, in the event that the Bid Due Date falls within three months of the closing of the latest financial year of an Applicant, it shall ignore such financial year for the purposes of its Application and		Clause 2.2.2(B) of the RFP requires the Applicant to demonstrate a minimum Net Worth of Rs. 1 Crore per MW "at the close of the preceding financial year." Clause 2.2.8 relaxes this only where the Bid Due Date falls within three months of the closing of the latest financial year, in which case that financial year is to be ignored and certification is to be based on the 3 (three) years preceding it. As the Bid Due Date (30th September 2026) falls six months after the close of FY 2025-26 (31st March 2026), and thus outside the three-month window under Clause 2.2.8, we understand that FY 2025-26 would be the	Please refer Clause 3.3.2 of the RFP. *"3.3.2 In case the Annual Reports / audited financial statements for the latest financial year are not available and therefore the Applicant cannot make it available, the Applicant shall give an undertaking to this effect and the statutory auditor shall certify the same. In such a case, the Applicant shall provide the Annual Reports/ audited financial statements for 3 (three) years preceding the year for which the Annual Report/ audited financial statements is not being provided."* No change required. Bidder is requested to follow existing terms and conditions of bidding.

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			furnish all its information and certification with reference to the 3 (three) years preceding its latest financial year.		"preceding financial year" to be certified under Clause 2.2.2(B), with the corresponding 3 (three) years of audited financial statements under Clause 3.3.1 and Annex-III of Appendix-I being FY 2023-24, FY 2024-25 and FY 2025-26. We request the Utility to kindly confirm this understanding, and to clarify the position in case audited financial statements for FY 2025-26 are not finalized / available by the Bid Due Date.	
10.	RFP	**2.2.2 GREENKO**	2.2.2 (A) Technical Capacity: For demonstrating technical capacity and experience (the Technical Capacity"), the Applicant (if not a Trading Licensee) shall own and operate power		Clause 2.2.2(A) permits Technical Capacity to be met by the Developer where the Bidder is a Trading Licensee, and Clause 2.2.2(B) permits Financial Capacity to be met jointly or severally by the Trading Licensee, Developer, and/or their parent company. We	Ok

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			generating station(s) having an installed capacity at least equivalent to the capacity for which the Applicant is willing to Bid (the "Eligible Project"). Bidders shall not be allowed to increase their capacity at e-reverse auction stage greater than for which Technical Capacity has been submitted. In case the Bidder is a Trading Licensee, the condition under Clause 2.2.2 (A) shall be fulfilled through the Developer. 2.2.2 (B) Financial Capacity: The Bidder shall have a minimum Net		request that the Technical Capacity and experience be permitted to be demonstrated through an affiliate of the Bidder or the Developer, consistent with the eligibility criteria prescribed for demonstrating Financial Capacity. As a standard industry practice, power projects are typically developed through Special Purpose Vehicles (SPVs), which may not have an established track record or sufficient project experience to independently demonstrate the required Technical Capacity. Allowing the experience of an affiliate or the Developer to be considered would therefore provide a more equitable and industry-aligned basis for assessing the Bidder's	

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			Worth (the "Financial Capacity") equivalent to Rs. 1 Crore (Rs. one Crore) per MW of the capacity the Applicant is willing to Bid, at the close of the preceding financial year. Applicant shall not be allowed to increase their capacity at e-reverse auction stage greater than for which Financial Capacity has been submitted. In case the Bidder is a Trading Licensee, the condition under clause 2.2.2 (B) may be either fulfilled jointly or severally by the Trading Licensee and		technical capability. Our understanding is that the Parent Company may participate as the Bidder and demonstrate the requisite Technical Capacity based on the generating station(s) owned and operated by it, while the power may subsequently be supplied from the project being developed through its SPV, subject to fulfilment of all other requirements and conditions of the RFP/PPA. We request to kindly confirm whether our above understanding is correct and in accordance with the provisions of the RFP, and whether, upon being declared a successful Bidder, the Bidder/Parent Company would be permitted to execute the PPA with the project SPV	

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			Developer and / or along with their parent company. However, in such cases, the respective parent company shall give an undertaking to the effect as dealt with under Appendix IV of the RFP ("Parent Company Undertaking").		for supply from the proposed Power Station.	
11.	RFP	**2.2.6 GREENKO**	An Applicant (and/or Developer, in case the Applicant is a Trading Licensee) should, in the last 3 (three) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial		We accordingly request that the Utility clarify/confirm whether a declaration/undertaking in the prescribed format, duly signed by the Applicant's authorized signatory, affirming that the disqualifying cause or event does not fall within grounds (a) to (d) of Clause 2.2.6, would be treated as sufficient for the Utility to grant the waiver, without	No, a mere self-declaration/undertaking by the Applicant's authorized signatory affirming that the disqualifying cause or event does not fall within grounds (a) to (d) of Clause 2.2.6 shall not by itself be treated as sufficient for the Tata Power-D to grant the waiver. The Clause 2.2.6 expressly provides that the waiver is to be granted "in its sole discretion and for reasons to be recorded in writing" and only where the Tata Power-D "is satisfied with the grounds of such representation". This requires the Applicant to submit a substantiated representation (with

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			pronouncement or arbitration award against the Applicant and/or the Developer, as the case may be, nor has been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for breach by such Applicant. Provided, however, that where an Applicant claims that its disqualification arising on account of any cause or event specified in this Clause 2.2.6 is such that it does not reflect: (a) any		requiring further documentary substantiation or a separate exercise of discretion;	supporting facts, orders, or documents relevant to the disqualifying event, as applicable) enabling the Tata Power-D to independently form its satisfaction, rather than a bare declaratory statement. The exercise of discretion by the Tata Power-D under Clause 2.2.6 cannot be reduced to a automatic acceptance of the Applicant own self-certification. Tata Power-D reserves the right to call for such additional information, clarification or documentary substantiation as it may consider necessary to evaluate the representation before deciding, in its sole discretion, whether to grant the waiver or not.

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			malfeasance on its part in relation to such cause or event; (b) any willful default or patent breach of the material terms of the relevant contract; (c) any fraud, deceit or misrepresentation in relation to such contract; or (d) any rescinding or abandoning of such contract, it may make a representation to this effect to the Utility for seeking a waiver from the disqualification hereunder and the Utility may, in its sole discretion and for reasons to be recorded in writing, grant such waiver if it is			

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			satisfied with the grounds of such representation and is further satisfied that such waiver is not in any manner likely to cause a material adverse impact on the Bidding Process or on the Supply of dispatchable Electricity from the Power Station.			
12.	RFP	**Clause 2.12.2 (vii) TPTCL**	if the Applicant is a Trading Licensee, a copy of the Power purchase agreement or an equivalent arrangement with the Developer;	**Clause 2.12.2 (vii)** if the Applicant is a Trading Licensee, a copy of the Power purchase agreement or an equivalent arrangement **like Letter of Intent (LOI), MoU, Authorization from the Developer with relevant details etc. with the Developer;**		This bid envisages power purchase for 30 years with detailed presentation covered in HPPA on the implications of any default. A serious equivalent commitment is also desirable between the Trading Licensee and the Developer. Tata Power-D reserves the right to call for such additional information, clarification or documentary substantiation as it may consider necessary to evaluate the representation before deciding, in its sole discretion. Hence, no change required. Bidder is requested to follow existing terms and conditions of bidding.

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13.	RFP	RFP Document GREENKO	--	Request to add 'or Chartered Accountant' wherever there is a requirement for a certificate from the Statutory Auditor.	Obtaining certificates exclusively from the Statutory Auditor is often time-consuming and may take up to 30 days, which could impact timely bid submission. Since the required certifications relate to factual financial / technical information that can also be certified by a Practicing Chartered Accountant, permitting certification by either the Statutory Auditor or a Chartered Accountant would facilitate compliance without compromising the authenticity or reliability of the information submitted.	No change required. Bidder is requested to follow existing terms and conditions of bidding.
14.	RFP	1.2.21 & 4.1 GREENKO	At any step during the selection of Successful Bidder(s) the Utility reserves the right to increase /	Clause 1.2.21 of the RFP provides that the Utility may increase or decrease the Requisitioned Capacity by up to		There is no inconsistency between Clause 1.2.21 and Clause 4.1. The two clauses operate together not independently. Clause 1.2.21 lays down the overarching limit on the Tata Power-D ability to vary the

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			decrease the Requisitioned Capacity by up to twenty percent (20%) of the quantum indicated in Clause 1.1.1 to achieve the balance Requisitioned Capacity and select the Successful Bidder with the lowest Tariff amongst the remaining Bids. Any increase / decrease in the Requisitioned Capacity exceeding twenty percent (20%) of the quantum in Clause 1.1.1, can be made only with the approval of the State Electricity Regulatory Commission. 4.1-----	twenty percent (20%) of the quantum indicated in Clause 1.1.1, and that any increase/decrease beyond this twenty percent (20%) threshold requires prior approval of the State Electricity Regulatory Commission. However, Clause 4.1 separately provides that the Utility "may consider enhancement of the quoted capacity of a Bidder more than it has quoted during the Bidding Process," without prescribing any corresponding cap or ceiling, and without any reference to the twenty percent (20%) limit or the requirement of regulatory approval beyond that threshold. This creates an		Requisitioned Capacity itself i.e., the total quantum being procured under this Bidding Process can be increased or decreased by up to 20% of the quantum in Clause 1.1.1 at the Tata Power-D discretion and any variation beyond that 20% threshold requires prior approval of MERC. Clause 4.1 does not create a separate or unlimited power to enhance capacity. It merely describes the mechanism by which any such permissible increase in Requisitioned Capacity i.e., within the Clause 1.2.21 framework may be allocated by enhancing the quoted capacity of a Bidder beyond what it originally quoted during the Bidding Process rather than inviting a fresh bidder and that too only after full allocation of such Bidder's originally quoted capacity. Accordingly, the enhancement contemplated under Clause 4.1 is at all times subject to and must be read within, the 20% ceiling and the corresponding MERC approval requirement set out in Clause 1.2.21. Therefore, Clause 4.1 does not override or operate independent of Clause 1.2.21.

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			The Utility may consider enhancement of the quoted capacity of a Bidder more than it has quoted during the Bidding Process if the Requisitioned Capacity is not fulfilled or otherwise but in this case after full allocation of the quoted capacity of such Bidder.	apparent inconsistency between the two clauses, as Clause 1.2.21appears to restrict the Utility's ability to enhance capacity beyond twenty percent (20%) without State Electricity Regulatory Commission approval, whereas Clause 4.1, read in isolation, appears to permit enhancement of a Bidder's quoted capacity without any specified limit. We request the Utility to kindly clarify whether the enhancement contemplated under Clause 4.1 is subject to the twenty percent (20%) ceiling and the regulatory approval requirement set out in Clause 1.2.21, or whether Clause 4.1 is intended to operate		

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				independently of the said limit.		
15.	RFP	4.1 GREENKO	The Utility may consider enhancement of the quoted capacity of a Bidder more than it has quoted during the Bidding Process if the Requisitioned Capacity is not fulfilled or otherwise but in this case after full allocation of the quoted capacity of such Bidder.		Clause 4.1 of the RFP provides that "the Utility may consider enhancement of the quoted capacity of a Bidder more than it has quoted during the Bidding Process if the Requisitioned Capacity is not fulfilled or otherwise but in this case after full allocation of the quoted capacity of such Bidder." While we understand that enhancement of a Bidder's quoted capacity may be considered where the Requisitioned Capacity is not fulfilled through the Bidding Process, the scope of the phrase "or otherwise" is unclear. We request the Utility to kindly clarify the specific circumstances, other	The phrase “or otherwise” in Clause 4.1 is intended to preserve the Tata Power-D discretion to consider enhancement of a Bidder’s quoted capacity in circumstances beyond mere non-fulfilment of the Requisitioned Capacity through the Bidding Process. Eg:- where a Successful Bidder is unable to acknowledge/sign the LOA, execute the HPPA or furnish Performance Security within the prescribed timelines and is consequently disqualified or the LOA is withdrawn, where a Selected Bidder’s Bid Security is forfeited and the Bidder drops out under Clause 1.2.5(g) where the Requisitioned Capacity itself is subsequently increased by the Tata Power-D within the 20% threshold under Clause 1.2.21 or beyond it with MERC approval after the Bidding Process is complete or any other similar situation where the Tata Power-D in its commercial judgment, considers it more efficient to enhance the allocation of an already Successful/Selected Bidder (i.e., after full allocation of such Bidder’s originally

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					than non-fulfilment of the Requisitioned Capacity, in which the Utility may consider such enhancement of a Bidder's quoted capacity under this Clause.	quoted capacity) rather than conducting a fresh bidding round. This remains a matter of the Tata Power-D sole discretion to be exercised on a case-to-case basis depending on the circumstances then prevailing and is not confined to an exhaustive or closed list of scenarios in all cases, any such enhancement shall remain subject to the 20% ceiling and MERC approval requirement under Clause 1.2.21 as clarified in response to the query above.
16.	RFP	Appendix I GREENKO	Footnote 2: In case the Applicant is unable to provide the certification specified in para 12, it may precede the paragraph by the words, viz "Except as specified in Schedule **** hereto". The exceptions to the certification or any disclosures relating thereto may be clearly stated in a Schedule to be	Footnote 2 to Appendix-I of the Bidding Document provides that in case the Applicant is unable to provide the certification specified in para 12 (matters relating to security and integrity of the country), it may precede the said paragraph with the words "Except as specified in Schedule **** hereto," with the exceptions/disclosures being stated in a Schedule to be		The Bidder's understanding is partly correct. A self-certification/self-undertaking, duly signed by the Applicant's Authorized Signatory, disclosing the relevant exception(s) in the Schedule referred to in Footnote 2 is an acceptable form for making the disclosure itself. However, mere self-certification of the fact of disclosure does not by itself satisfy the Tata Power-D evaluation requirement under Footnote 2. The Applicant shall along with such disclosure also furnish adequate particulars of the relevant matter (nature of the charge-sheet/indictment/adverse

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			attached to the Application. The Utility will consider the contents of such Schedule and determine whether or not the exceptions / disclosures are of a nature that could cast a doubt on the ability or suitability of the Applicant to undertake the Project.	attached to the Application, which the Utility will then evaluate to determine whether the same casts doubt on the ability or suitability of the Applicant to undertake the Project. We request the Utility to kindly clarify the nature and form of certification required in support of such disclosures / exceptions stated in the Schedule referred to in Footnote 2. We understand that a self-certification / self-undertaking by the Applicant (duly signed by its Authorized Signatory) disclosing the relevant exceptions would suffice for this purpose. In view of the above, kindly confirm the acceptable format and supporting documentation for		order/conviction, the authority concerned, date, current status and outcome, if any along with copies of the relevant order(s) /document(s) where available) to enable the Tata Power-D to meaningfully assess in its sole discretion whether such disclosed matter casts doubt on the Applicant's ability or suitability to undertake the Project. A bare, unsubstantiated disclosure without supporting particulars /documents shall be treated as incomplete and may be considered inadequate for the purposes of evaluation under Footnote 2 and Clause 2.18 (Tests of Responsiveness) of RFP.

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				such disclosures under Footnote 2.		
17.	RFP	**Annex-I Sr. No.6**	Note: In In case the Bidder is a Trading Licensee, the information required at point 5 and 6 above shall be provided by the Bidder for itself and the Developer.		It is required for Cross Border Developer also?	Yes
18.	HPPA	1.1.8 TPTCL	**"Appointed Date"** means the date of commencement of the dispatchable supply i.e., May 2032 or such other date as extended as per the provisions of this Agreement, and such date shall be the date of commencement of the Contract Period	**"Appointed Date"** means the date of commencement of the dispatchable supply **i.e., (Appointed date to be filled)** or such other date as extended as per the provisions of this Agreement, and such date shall be the date of commencement of the Contract Period;	Can we supply power from May, 2033 onwards? Till then, is there any provision to supply alternate power. Further, the date may be inserted at the time of signing the Agreement basis the offer of Selected bidder to commence supply during any period between 01.05.2032 to 01.05.2033	Please refer clarification provided at Sr. No. 3 Kindly refer to the issued Corrigendum

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19.	HPPA	1.1.37 TPTCL	"Dispatchable Contracted Supply" means the quantum of electrical energy, expressed in MU, for a given month, corresponding to the monthly Design Energy approved by the Central Electricity Authority.	"Dispatchable Contracted Supply" means the quantum of electrical energy, expressed in MU, for a given month, corresponding to the monthly Design Energy approved by the Central Electricity Authority / **Competent Authority (for Cross Border Project).**	For Cross Border Projects, the Design energy to be approved by Competent Authority	The Bidders suggestion may be accepted as it aligns with of Clause 5.1.4 and Clause 1.1.23.
20.	HPPA	3.1 TPTCL	Provided that the Supplier is allowed to supply alternate power subject to the written consent of the Procurer. The Supplier may before the Appointed Date supply early power up to the dispatchable Contracted Supply from the Power Station or other hydro source or	Provided that the Supplier is allowed to supply alternate power subject to the written consent of the Procurer. The Supplier may before the Appointed Date supply early power up to the dispatchable Contracted Supply from the Power Station or other hydro source or any other Renewable Energy sources (matching the	Provision is proposed to be added to supply alternate power from any conventional source along with commensurate RECs. This approach provides greater flexibility to meet the required quantum and dispatch electricity while maintaining reliability of supply	No change required. Bidder is requested to follow existing terms and conditions of bidding.

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			any other Renewable Energy sources (matching the generation profile of the HEP quoted by the bidder) as per their discretion,…..	generation profile of the HEP quoted by the bidder) **or any conventional sources with commensurate RECs,** as per their discretion….		
21.	HPPA	4.2 **Damages for delay by the Supplier TPCD** TPTCL		Similar damage clause to be incorporated for Utility	There is no clause w.r.t damages for delay by utility w.r.t fulfilment of conditions as given in Clause 4.1.2	No change required. Bidder is requested to follow existing terms and conditions of bidding.
22.	HPPA	5.1.4 & 11.7.1 TPTCL	Provided that the Design Energy for the contract period corresponding to Dispatchable Contracted Capacity shall result in a Capacity Utilization Factor of at least 35%	Sr no. 2 of Table under clause 5.1.4 and Sr no. 5 of Table under clause 11.7.1 both to be replaced as follows: Number of Hours in the months in which design energy is offered	The Calculation of CUF shall be based on the number of months where the bidder is offering the design energy corresponding to Contracted Capacity in an Accounting Year. E.g. if bidder has mentioned design energy for 10 months corresponding to Contracted Capacity of 100 MW then the no. of be hours in a year shall 24*300 days = 7200 hours	No change required. Bidder is requested to follow existing terms and conditions of bidding.

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					This would help the Bidder to meet the 35% CUF criteria on quantum offered for the period of Supply.	
23.	HPPA	5.1.4 & 14.1.3 & 11.6.1(i) GREENKO	5.1.4 The Supplier shall, (ensure that the Developer shall, if Supplier is a Trading Licensee) operate and maintain the Power Station in accordance with the specifications, standards and the maintenance requirements such that the assured supply of dispatchable Contracted Capacity from the Power Station in a Year in terms of million units is at least equal to 90% of the quoted Design	Clause 5.1.4 of the Draft HPPA requires the Supplier to ensure that the assured supply of dispatchable Contracted Capacity in a Year is at least equal to 90% of the quoted Design Energy (the "Minimum Supply") for recovery of entire Fixed Charges. Clause 10.4 (Excess Generation) separately permits the Supplier to supply electricity generated in excess of the dispatchable Contracted Capacity/Design Energy to a third party, subject to the Utility's first right of refusal to		The premise that this results in the Supplier being penalised multiple times for the same third-party sale is incorrect as Clauses 5.1.4, 10.4, 11.6.1(i) and 14.1.3 operate on distinct and independent pools of energy/obligations and do not overlap in the manner suggested. Clause 10.4 (Excess Generation) applies only to generation genuinely "over and above the dispatchable Contracted Capacity (design energy) i.e., surplus power that was never part of the Contracted Capacity to begin with. Such Excess Generation may freely be sold to third parties subject to the Tata Power-D first right of refusal to the extent of an additional 10% and no Damages under Clause 11.6.1(i) or Clause 14.1.3 apply to this category of power, since these Damages provisions are triggered only in respect of electricity "produced from dispatchable Contracted Capacity"

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			Energy during the Contract Period (the "Minimum Supply") for recovery of entire fixed charges. 10.4 Excess Generation: In case of any excess generation of electricity, over and above the dispatchable Contracted Capacity (design energy), the Supplier ("Excess Generation") shall be allowed to supply such dispatchable electricity corresponding to the Excess Generation to a third party, however, the Utility shall have	the extent of additional 10%. However, Clause 14.1.3 provides that in the event the Supplier schedules any electricity, produced from dispatchable Contracted Capacity, for sale to Buyers in breach of this Agreement, the Supplier shall pay Damages equal to the higher of (a) twice the Fixed Charge, or (b) the entire sale revenue accrued from Buyers, with no Fixed Charge payable for such electricity. Clause 11.6.1(i) treats "sale to third party" as an "unjustifiable reason" for shortfall in dispatchable supply, attracting Damages at the monthly average Power Exchange RTC rate plus Rs. 1 per unit.		Clause 14.1.3 or shortfall in "dispatchable Contracted Supply against Tata Power-D dispatch instructions Clause 11.6.1. Accordingly, where a Supplier sells electricity to a third party strictly out of genuine Excess Generation as contemplated under Clause 10.4 no Damages shall be attracted under Clause 11.6.1(i) or Clause 14.1.3. However, the Tata Power-D does not accept the broader proposition that fulfilment of the 90% Minimum Supply obligation under Clause 5.1.4 which is an annual, aggregate threshold applicable for recovery of entire Fixed Charges has the effect of excusing the Supplier from its separate and independent monthly/day-ahead dispatch obligations during May to October under Clauses 10.6, 11.6.1 and 14.1.1. The Supplier is required to comply with the Tata Power-D day-ahead scheduling (now proposed as weekly) and dispatch instructions issued in respect of the Contracted Capacity on a monthly/daily basis and any diversion of power that was part of the Contracted Capacity as scheduled/instructed by the Tata Power-D

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			the first right of refusal to accept any Excess generation to the extent of additional 10% , sought to be supplied by the Supplier at the PPA tariff. The Procurer shall not be liable for any consequential losses in case it may choose not to offtake any such Excess Generation. 14.1.3 In the event the Supplier schedules any electricity, produced from dispatchable Contracted Capacity, for sale to Buyers in breach of this Agreement, the Supplier shall pay Damages equal to the higher	We submit that where the Supplier has already met its 90% Minimum Supply obligation to the Utility under Clause 5.1.4, and the electricity sold to a third party is sourced from the remaining (after fulfilling 90% obligation) or excess generation over and above the Contracted Capacity (as contemplated and permitted under Clause 10.4), such sale should not additionally attract Damages under Clause 14.1.3 and/or be treated as an unjustifiable reason for shortfall under Clause 11.6.1(i), as this would result in the Supplier being penalized multiple times		for that month/day to a third-party Buyer in breach of such instructions shall continue to attract Damages under Clause 11.6.1(i) and/or Clause 14.1.3 regardless of whether the Supplier has otherwise met its 90% annual Minimum Supply threshold. As these are cumulative and independently applicable obligations compliance at different levels as also clarified under Clause 11.7.3 of HPPA. Hence, no amendment to Clauses 5.1.4, 10.4, 11.6.1(i) or 14.1.3 is required. Bidder is requested to follow existing terms and conditions of bidding. Keeping in mind several obligations to be fulfilled from Supplier the liquidated damages for CUF has been reduced from 35% to 30%. Kindly refer to the issued Corrigendum

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Sr. No.	Documents	Clause No.	Existing Clause	Proposed Modifications	Rationale/Remarks for Clarification or Amendment	Tata Power-D Reply / Clarification
			of: (a) twice the Fixed Charge; and (b) the entire sale revenue accrued from Buyers. For the avoidance of doubt, no Fixed Charge or any amount in lieu thereof shall be due or payable to the Supplier for and in respect of any electricity sold hereunder. 11.6.1 (i) for sale to third party/unjustifiable reasons: the monthly average Power Exchange RTC rate of the respective month plus Rs. 1 (one) to determine the Damages payable for such reduction in dispatchable supply. For the avoidance of	for the same third-party sale despite full compliance with its Minimum Supply obligation to the Utility. We request the Utility to kindly clarify and reconsider the interplay between Clauses 5.1.4, 10.4, 11.6.1(i) and 14.1.3, and confirm that no Damages under Clause 14.1.3 or Clause 11.6.1(i) shall be applicable in respect of third-party sale of electricity from the Supplier's excess generation, where the Supplier has otherwise met its 90% Minimum Supply obligation to the Utility.		

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			doubt, the Parties agree that the Damages to be deducted for any reduction in dispatchable Contracted Supply shall be the monthly average Power Exchange RTC rate for the respective month plus Rs. 1 (one) per unit multiplied with units not supplied which is reduced on account of shortfall in dispatchable supply of energy below dispatchable Contracted Supply.			
24.	HPPA	5.9(e) TPTCL	The power supplied under this Agreement from the project and /or in case the power from an hydro source is	**May be substituted with below Clause** Supplier shall make efforts (including obtaining and maintaining all requisite approvals,	For Cross Border Projects, the Design energy to be approved by Competent Authority	No change required. Bidder is requested to follow existing terms and conditions of bidding.

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			proposed to be supplied the same should be Renewable Purchase Obligation ("RPO")/or Renewable Consumption Obligation ("RCO") compliant in accordance with the respective RPO regulations including but not limited to Ministry of Power Gazette Notification dated 27th September 2025 or any amendment thereon	registrations, certifications, and supporting documentation) to qualify the Project towards RCO compliance, as per MoP Gazette Notification dated 27 September 2025 or any amendment thereon, and in case the same is obtained by Bidder, the same shall be passed on to Utility at no additional cost.		
25.	HPPA	9.1.1 TPTCL	…Such Performance Security shall be issued for 12 months and shall be continuously kept valid and subsisting for the	….Such Performance Security shall be issued for 12 months and shall be valid only till the commencement of supply…	Under the HPPA, Developer shall be commissioning the Hydro plant for the Procurer and post commissioning, Developer shall be under obligation to provide	Post commencement of Supply TPC-D will return the Performance Security within 60 days

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			entire Contract Period….		Hydro power to Procurer. Therefore, no potential of risk on the Procurer for which Performance security required post start of supply	
26.	HPPA	10.2 TPTCL	….after adjusting the weighted Average CTU loss (as notified by the Grid Controller of India Limited / NLDC), In proportion to un-requisitioned capacity relevant to contracted Capacity	"Average CTU loss" to be removed.	Average CTU loss to be removed as Delivery Point is CTU Periphery	No change required. Bidder is requested to follow existing terms and conditions of bidding.
27.	HPPA	10.2 TPTCL	In the event the Utility, does not schedule a quantum of power out of its dispatchable Contracted Capacity before opening of bidding window of power exchange for day	A para may be added after 1st para as follows: In case of Cross Border Hydro power, Utility shall offtake 100% of the availability declared by the Supplier	Cross Border Projects to be considered must run/must schedule as Cross Border Power cannot be sold in Exchanges and Utility simultaneously. As per CEA guidelines, the power under cross border, can't be	There is no Clause/provision in the RFP or HPPA that mandates sale of power on the power exchange or to a third party. It is at Bidder discretion whether they want to sell electricity in power exchange or to third party. No change required. Bidder is requested to follow existing terms and conditions of bidding.

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			head collective transactions, the supplier shall be entitled to sell such un-requisitioned power on power exchange under day ahead or real time collective transaction or intraday transactions		scheduled to any other buyer out of PPA	
28.	HPPA	10.2 GREENKO	In the event the Utility, does not schedule a quantum of power out of its dispatchable Contracted Capacity before opening of bidding window of power exchange for day head collective transactions, the supplier shall be entitled to sell such un-requisitioned power on power exchange under	Clause 10.2 of the HPPA places substantial commercial risk on the Supplier in relation to un-requisitioned power. Under Rule 3 of the Electricity (Promotion of Generation of Electricity from Must-Run Power Plant) Rules, 2021, compensation is payable by the procurer in the event of curtailment of generation from a must-run power plant	The HPPA does not specify either the extent or frequency with which contracted power may be un-requisitioned by procurer during any Contract Year. Further, the provisions suggest that any under-recovery arising from the sale of un-requisitioned power in the market would remain entirely to the account of the Supplier. This effectively exposes the Supplier to a potentially significant and uncapped	Perusal of the bidding documents indicate that the Bidder is required to quote fixed charges and energy charges separately and there is no condition that Energy Charges will be 50% of the Tariff. No change required. Bidder is requested to follow existing terms and conditions of bidding.

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			day ahead or real time collective transaction or intraday transactions Provided that in such cases, Utility shall not be entitled to recall full or part of its unrequisitioned capacity. Provided that Utility shall be liable to pay Fixed Charges for such unscheduled quantum of power out of its dispatchable Contracted Capacity. The energy for which Fixed Charges shall be paid shall equal to Monthly dispatchable Contracted Supply (monthly CEA approved Design Energy) of the	at the rates specified in the applicable power purchase agreement. However, at present, must-run status has been accorded only to run-of-the-river hydro stations and does not extend to hydro projects with pondage. Consequently, hydro projects with pondage remain exposed to risks without any corresponding statutory protection, thereby placing such projects at a competitive disadvantage. Developers would inevitably seek to price this risk into their bids, leading to higher tariffs.	commercial risk, including the possibility of substantial or complete loss of the Variable Charge component, which constitutes nearly 50% of the total tariff. Accordingly, the present mechanism is likely to incentivise bidders to significantly increase their quoted tariffs in order to hedge against this uncertain and potentially unlimited exposure. In view of the foregoing, it is requested that the Utility accord the Power Station "must-run" status (mandatory offtake by procurer) under the HPPA, and correspondingly amend Clause 10.2 to provide compensation for both Fixed and Variable Charges on un-requisitioned Contracted Capacity, so as to obviate	

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			relevant month, after adjusting the weighted Average CTU loss (as notified by the Grid Controller of India Limited / NLDC), In proportion to un-requisitioned capacity relevant to contracted Capacity. Provided also that if the Supplier fails to offer such un-requisitioned power in the power exchange, the un-requestioned power to the extent not offered in the power exchange (unless prohibited by applicable statute / rules / regulation) up to the declared capacity shall not		the need for Bidders to price this risk into their quoted Tariff.	

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			be considered as available for the payment of fixed charges. Provided further that if the Supplier is able to sell the un-requisitioned power, sharing of gain (The gain will be calculated as the difference between selling price (RTM rate) of such power in the power exchange and applicable Variable Charges as per the PPA) from such sale of such power shall be as per following: (i) Recovery of fixed charges (ii) The balance shall be shared in the ratio of 50:50 between the Utility and the supplier Liability of the			

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Sr. No.	**Documents**	**Clause No.**	**Existing Clause**	**Proposed Modifications**	**Rationale/Remarks for Clarification or Amendment**	**Tata Power-D Reply / Clarification**
			Utility for payment of fixed charges shall be reduced in line with the above provision.			
29.	HPPA	10.3 & 17.6.2 GREENKO	10.3 In the event the availability of the Power Station is reduced on account of scheduled maintenance, unscheduled maintenance, delay in commissioning of the Project, shortage of Availability of Water or Force Majeure, the Supplier may, with prior consent of the Utility, which the Utility may deny in its sole discretion or convey acceptance with such conditions as it may deem fit,		Clause 10.3 (Substitute Supply) of the Draft HPPA provides that in the event availability of the Power Station is reduced on account of, inter alia, scheduled maintenance, unscheduled maintenance, delay in commissioning of the Project, shortage of Availability of Water or Force Majeure Event, the Supplier may, with the prior consent of the Utility, supply dispatchable electricity from an alternate source, and such supply shall, for the purposes of payment of Fixed Charge and Variable Charge, be deemed to be supply under and in accordance	The Bidder's understanding is correct and the interplay between Clause 10.3 and Clause 17.6.2 is clarified as follows. Clause 17.6.2 ties extension of the Contract Period specifically to actual "loss of Supply" i.e., the period during which the Supplier was prevented from generating/transmitting electricity or the proportionate decline in Supply below 80% of the dispatchable Contracted Capacity on account of the Force Majeure Event. Where the Supplier has during the subsistence of a Force Majeure Event provided Substitute Supply from an alternate source in accordance with Clause 10.3 and such Substitute Supply has been accepted by the Tata Power-D, the payment of Fixed Charge and Variable Charge shall be payable and such supply shall be considered deemed supply under this Agreement. This is to that extent where no actual "loss of Supply" to the Tata Power-D for the purposes of Clause 17.6.2.

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			supply of dispatchable electricity from any alternative source, (in case the alternate dispatchable supply is not from a RE source bidder shall have to compensate through procurement of RECs commensurate to the power quantum supplied by it), and such dispatchable supply shall, for payment of Fixed Charge and Variable Charge as agreed herein and no more, be deemed to be supply under and in accordance with the provisions of this Agreement.		with the provisions of this Agreement. Clause 17.6.2 (Effect of Force Majeure Event on the Procurement Contract), however, provides that if a Force Majeure Event occurs after the Appointed Date and the Supplier is unable to transmit electricity to the Grid, the Contract Period shall be extended by a period equal in length to the period during which the Supplier was prevented from generating or transmitting electricity, or proportionately in case of partial inability. We submit that where the Supplier has provided substitute/alternate supply during the Force Majeure Event in accordance with Clause 10.3, and such supply has been accepted by the	Accordingly, the Contract Period shall not be extended under Clause 17.6.2 to the extent the shortfall on account of the Force Majeure Event has been made good through Substitute Supply accepted by the Tata Power-D under Clause 10.3. However, any extension of the Contract Period under Clause 17.6.2 shall apply only in proportion to the loss of Supply (if any) i.e., the extent to which the Supplier was unable to meet the dispatchable Contracted Capacity even after accounting for such accepted Substitute Supply. No amendment to the language of Clause 10.3 or Clause 17.6.2 is needed as this position follows from a harmonious reading of the two provisions.

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			For the avoidance of doubt, the Parties agree that in the event the Utility rejects any supply of dispatchable electricity offered hereunder from an alternative source, the Supplier shall subject to demonstration of its actual ability to source and supply dispatchable electricity from the hydro source at the agreed rate be deemed to be in compliance with this Agreement for the purpose of determination of dispatchable Supply and payment of Fixed Charge.		Utility, there is no actual shortfall or loss of Supply to the Utility during such period. In such circumstances, we request the Utility to kindly clarify if the Contract Period would still be extended under Clause 17.6.2 on account of the same Force Majeure Event, to the extent alternate supply has been provided and accepted under Clause 10.3 during such period, since no loss of Supply arises in such case to warrant an extension of the Contract Period.	

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			17.6.2 If any force Majeure Event occurs at any time after the Appointed Date, whereupon the Supplier is unable to transmit electricity to the Grid despite making best efforts or it is directed by the Utility, RLDC or SLDC or any Government Instrumentality to suspend generation or transmission during the subsistence of such Force Majeure Event, the Contract Period shall be extended by a period equal in length to the period during which the Supplier was prevented			

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			from generating or transmitting electricity on account thereof; provided that in the event of reduction in generation on account of partial inability or suspension, as the case may be, which cause the Supply on any day is to decline below 80% (eighty per cent) of the dispatchable Contracted Capacity, the Utility shall extend the Contract Period in proportion to the loss of Supply due to Force Majeure. For the avoidance of doubt, loss of 25% (twenty five per cent) of Supply for 4 (four) days			

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			shall entitle the Supplier to extension of 1 (one) day in the Contract Period.			
30.	HPPA	10.4 TPTCL	…The Procurer shall not be liable for any consequential losses in case it may choose not to offtake any such Excess Generation.	Suitable modification in the clause may be made considering Cross Border projects as follows: For Cross Border Project, Utility shall offtake full quantum of power upto 110% of the Contracted Capacity ("Excess Energy")	Cross Border Power cannot be sold in Exchanges and Utility simultaneously. Hence, entire capacity (including 10% overload) to be off-taken by TPC-D.	No change required. Bidder is requested to follow existing terms and conditions of bidding.
31.	HPPA	11.4.6, 11.4.7, 11.6.1,11.6.2 & 11.10.6 TPTCL	The parties agree that within 30 days of the close of May to October period of each Accounting Year, the Parties shall determine the cumulative monthly dispatchable energy for the period from May to October. If the	"after adjusting the weighted Average CTU loss (as notified by Grid Controller of India Limited / NLDC)" to be removed from entire clause 11.4.6 , 11.4.7 and 11.6.1, 11.6.2 and 11.10.6	Average CTU loss to be removed as Delivery Point is CTU Periphery.	No change required. Bidder is requested to follow existing terms and conditions of bidding. All scheduling and accounting will be done at CTU periphery

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Sr. No.	**Documents**	**Clause No.**	**Existing Clause**	**Proposed Modifications**	**Rationale/Remarks for Clarification or Amendment**	**Tata Power-D Reply / Clarification**
			Supplier has achieved at least 90% of the dispatchable Contracted Supply after adjusting the weighted Average CTU losses			
32.	HPPA	11.6 GREENKO	Damages: 11.6.1 In the event that energy supplied for the period from May to October of each Accounting Year, if in any month, the monthly dispatchable energy falls below 90% of the monthly dispatchable contracted supply after adjusting the weighted Average CTU loss (as notified by the Grid Controller on India Limited/NLDC), the Fixed Charges		The damages provisions under Clauses 11.6, 11.7.1 and 11.7.3, when read together, result in multiple and potentially overlapping damages for the same underlying shortfall in supply. In particular, a shortfall in dispatchable energy during the May–October period may simultaneously result in adjustment of Fixed Charges under Clause 11.6, damages for CUF below 35% under Clause 11.7.1, and damages for non-maintenance of availability under Clause 11.7.3. This cumulative exposure could result in	Kindly refer to the issued Corrigendum

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Sr. No.	**Documents**	**Clause No.**	**Existing Clause**	**Proposed Modifications**	**Rationale/Remarks for Clarification or Amendment**	**Tata Power-D Reply / Clarification**
			payable will be adjusted based on actual monthly dispatchable energy achieved on pro rata basis with respect to 90% of monthly dispatchable contracted supply and in addition, any reduction beyond the 80% of dispatchable Contracted Supply after adjusting the weighted Average CTU loss, shall be multiplied by: a) 75% of the applicable fixed charge for justifiable reasons and b) at the monthly average Power Exchange RTC rate plus ₹1/kWh for unjustifiable reasons.		a disproportionate financial impact on the Supplier, particularly where the shortfall arises from circumstances beyond the Supplier's reasonable control. Therefore, we request you to rationalize the "Damages" clause to ensure that the aggregate damages payable for a particular shortfall are proportionate to the actual impact suffered by the Utility and do not result in multiple recovery for the same underlying event. In particular, we request deletion of Clause 11.7.1 relating to damages for CUF below 35%, as the consequences of lower generation/dispatch are already addressed through the availability and dispatch-related	

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Sr. No.	**Documents**	**Clause No.**	**Existing Clause**	**Proposed Modifications**	**Rationale/Remarks for Clarification or Amendment**	**Tata Power-D Reply / Clarification**
			11.7.1 Damages for CUF lower than 35% In the event that CUF in Contract Period is lower than 35%, the Supplier shall pay to Utility damages for the shortfall at the tariff (Fixed + Variable charge) for that Accounting Year 11.7.3. Damages for not maintaining availability for 4 hours, as communicated by Utility In the event that supplier is unable to maintain availability of contracted capacity for 4 hours, as communicated by procurer/utility on day-ahead basis,		provisions under Clause 11.6 and Clause 11.7.3	

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Sr. No.	**Documents**	**Clause No.**	**Existing Clause**	**Proposed Modifications**	**Rationale/Remarks for Clarification or Amendment**	**Tata Power-D Reply / Clarification**
			the Supplier shall pay to Utility damages for the shortfall energy at the rate of Tariff (Fixed + Variable charge) plus Rs 1.00 for that month. Applicable rate i.e. Rs per unit (Tariff + Rs 1.00) shall be multiplied by the shortfall energy to determine the damages payable for that particular month. Damages Payable as per clauses 11.6, 11.7.1 and 11.7.3 shall be independently determined and shall be independently applicable as per the provisions mentioned above.			
33.	HPPA	19.3.1 & 19.3.2 GREENKO	19.3.1 Upon Termination on account of a		Clause 19.3.1 of the Draft HPPA provides that upon Termination on	No change required. Bidder is requested to follow existing terms and conditions of bidding.

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Sr. No.	**Documents**	**Clause No.**	**Existing Clause**	**Proposed Modifications**	**Rationale/Remarks for Clarification or Amendment**	**Tata Power-D Reply / Clarification**
			Supplier Default, the Supplier shall pay to the Utility, by way of Termination Payment, an amount equal to the Fixed Charge that would have been due and payable for dispatchable Contracted Capacity for a period of [6 (six) months] as if the dispatchable Contracted Capacity was Available for such [6 (six) months] from the date of Termination or remaining Contract Period whichever is less. 19.3.2 Upon Termination on account of a Utility Default, the Utility		account of a Supplier Default, the Supplier shall pay to the Utility, by way of Termination Payment, an amount equal to the Fixed Charge that would have been due and payable for the dispatchable Contracted Capacity for a period of 6 (six) months (or the remaining Contract Period, whichever is less). Clause 19.3.2 correspondingly provides that upon Termination on account of a Utility Default, the Utility shall pay to the Supplier a Termination Payment equal to the Fixed Charge for a period of 3 (three) months. Given the long-term nature of the Contract Period (30 years), the significant capital investment involved in setting up	

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Sr. No.	Documents	Clause No.	Existing Clause	Proposed Modifications	Rationale/Remarks for Clarification or Amendment	Tata Power-D Reply / Clarification
			shall pay to the Supplier, by way of Termination Payment, an amount equal to the Fixed Charge that would have been due and payable for dispatchable Contracted Capacity for a period of [3 (three) months] as if the dispatchable Contracted Capacity was Available for such [3 (three) months] from the date of Termination.		the Power Station, and the financing/debt servicing obligations undertaken by the Supplier over such tenure, we submit that a Termination Payment period of 6 (six) months for Supplier Default and 3 (three) months for Utility Default is inadequate to reasonably compensate the affected Party. We would like to draw the Utility's attention to the precedent set in the UPPCL 4000 MW Hydro tender, wherein the Termination Payment period has been prescribed as 24 (twenty-four) months for both Supplier Default and Utility Default, which has been a standard industry practice also. Therefore, in view of the above, we request the Utility to kindly	

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Sr. No.	**Documents**	**Clause No.**	**Existing Clause**	**Proposed Modifications**	**Rationale/Remarks for Clarification or Amendment**	**Tata Power-D Reply / Clarification**
					reconsider and revise Clause 19.3.1 and Clause 19.3.2 to increase the Termination Payment period to 24 (twenty-four) months on both the Supplier side and the Utility side, in line with the said precedent, to ensure adequate compensation and bankability of the Project.	
34.	HPPA	11.6.1(ii) TPTCL	for justifiable reasons: 75% (seventy-five per cent) of applicable fixed charge to determine the Damages payable for such reduction in dispatchable supply. For the avoidance of doubt, the Parties agree that the Damages to be deducted for any reduction in dispatchable	for justifiable reasons: **25% (twenty -five per cent) of applicable fixed charge** to determine the Damages payable for such reduction in dispatchable supply. For the avoidance of doubt, the Parties agree that the Damages to be deducted for any reduction in dispatchable Contracted Supply shall be equal to **25% (twenty -five per cent)**	Penalty clause of suggested 25% shall be applicable on energy falling short of 80% of dispatchable Contracted Supply.	No change required. Bidder is requested to follow existing terms and conditions of bidding.

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Sr. No.	**Documents**	**Clause No.**	**Existing Clause**	**Proposed Modifications**	**Rationale/Remarks for Clarification or Amendment**	**Tata Power-D Reply / Clarification**
			Contracted Supply shall be equal to 75% (seventy-five per cent) of applicable fixed charge multiplied with units not supplied which is reduced on account of shortfall in dispatchable supply of energy below dispatchable Contracted Supply……	**of applicable fixed charge** multiplied with units not supplied which is reduced on account of shortfall in dispatchable supply of energy **below 80% of dispatchable Contracted Supply**		
35.	HPPA	11.11.1 TPTCL	Supplier and Utility acknowledge that all payments made against Monthly Invoice shall be subject to annual reconciliation at the end of each Accounting Year which shall be done within 30 days from the end of every Accounting Year	Supplier and Utility acknowledge that all payments made against Monthly Invoice shall be subject to annual reconciliation at the end of each Accounting Year which shall be done within 45 days from the end of every Accounting Year by supplier and to be jointly signed within		No change required. Bidder is requested to follow existing terms and conditions of bidding..

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Sr. No.	**Documents**	**Clause No.**	**Existing Clause**	**Proposed Modifications**	**Rationale/Remarks for Clarification or Amendment**	**Tata Power-D Reply / Clarification**
				30 days of submission by supplier.		
36.	HPPA	11.13 TPTCL	For the purpose of rebate consideration, the 7- day period shall commence from the next business day following the date of presentation of the bill	For the purpose of rebate consideration, the 7- day period shall commence from the date of presenting of bill		No change required. Bidder is requested to follow existing terms and conditions of bidding.
37.	HPPA	13.2 TPTCL	The Utility shall, no later than 30 (thirty) days prior to the likely date of the Appointed Date, provide to the Supplier, an unconditional, and irrevocable letter of credit for an amount equivalent to Maximum Monthly Payment (the "Letter of Credit"),…..	Please mention/include Validity & renewal periodicity.		Please refer to Schedule -E of HPPA. No change required. Bidder is requested to follow existing terms and conditions of bidding.
38.	HPPA	14.1.1 **Despatch of**	For the avoidance of doubt, the Parties agree that	For the avoidance of doubt, the Parties agree that the Utility	As per CEA guidelines, Cross Border power, can	No change required. Bidder is requested to follow existing terms and conditions of bidding.

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Sr. No.	**Documents**	**Clause No.**	**Existing Clause**	**Proposed Modifications**	**Rationale/Remarks for Clarification or Amendment**	**Tata Power-D Reply / Clarification**
		Dispatchable Contracted Capacity TPTCL	the Utility may, in its discretion, direct the Supplier to Despatch on its behalf, all or part of the dispatchable Contracted Capacity, in favour of the third parties designated by it from time to time on the express understanding that the payment thereof shall be made by the Utility to the Supplier as if the electricity has been Despatched in favour of the Utility	may, in its discretion, direct the Supplier to Despatch on its behalf, all or part of the dispatchable Contracted Capacity, in favour of the third parties designated by it from time to time **(except for Cross Border Project)** on the express understanding that the payment thereof shall be made by the Utility to the Supplier as if the electricity has been Despatched in favour of the Utility	not be diverted to any other Buyer.	

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Sr. No.	**Documents**	**Clause No.**	**Existing Clause**	**Proposed Modifications**	**Rationale/Remarks for Clarification or Amendment**	**Tata Power-D Reply / Clarification**
39.	HPPA	17.2 TPTCL	…..(a) Act of God, epidemic, extremely adverse weather conditions, lightning, earthquake, landslide, cyclone, flood, volcanic eruption, chemical or radioactive contamination or ionising radiation, fire or explosion (to the extent of contamination or radiation or fire or explosion originating from a source external / internal to the Station Premises);	(a) Act of God, epidemic, extremely adverse weather conditions, **hydrology, drought,** lightning, earthquake, landslide, cyclone, flood, volcanic eruption, chemical or radioactive contamination or ionising radiation, fire or explosion (to the extent of contamination or radiation or fire or explosion originating from a source external to the Station Premises). **Curtailment due to transmission constraints, etc.**	We request to kindly include the said amendments that safeguards hydro generators.	No change required. Bidder is requested to follow existing terms and conditions of bidding.
40.	HPPA	19.3.2 TPTCL	Upon Termination on account of a Utility Default, the Utility shall pay to the Supplier, by way of Termination Payment, an	Upon Termination on account of a Utility Default, the Utility shall pay to the Supplier, by way of Termination Payment, an amount equal to the Fixed Charge that	Proposed to keep in line with Clause No. 19.3.1 i.e. equal Termination Penalty for both parties.	No change required. Bidder is requested to follow existing terms and conditions of bidding.

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Sr. No.	**Documents**	**Clause No.**	**Existing Clause**	**Proposed Modifications**	**Rationale/Remarks for Clarification or Amendment**	**Tata Power-D Reply / Clarification**
			amount equal to the Fixed Charge that would have been due and payable for dispatchable Contracted Capacity for a period of [3 (three) months] as if the dispatchable Contracted Capacity was Available for such [3 (three) months] from the date of Termination	would have been due and payable for dispatchable Contracted Capacity for a period of [6 (six) months] as if the dispatchable Contracted Capacity was Available for such [6 (six) months] from the date of Termination.		
41.	HPPA	**Article 21 CHANGE IN LAW IN INDIA** TPTCL		To be considered of the Country of origin, however, no change in tariff will be done by either party.		No change required. Bidder is requested to follow existing terms and conditions of bidding.
42.	HPPA	**Clauses 11.6.1, 11.6.2, 11.7.1, 11.7.2 and 11.7.3**		New Clause 11.7.4: In any event, the aggregate Damages payable by the Supplier for short supply, including damages under	The damages payable as per Clause 11.6 and 11.7 including sub-clauses may be determined independently, however the cumulative damages compnsmg supply shortfall and penalty	Kindly refer to the issued Corrigendum

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Sr. No.	**Documents**	**Clause No.**	**Existing Clause**	**Proposed Modifications**	**Rationale/Remarks for Clarification or Amendment**	**Tata Power-D Reply / Clarification**
				Clause 11.6.1, Clause 11.6.2, Clause 11. 7 .1, Clause 11. 7 .2 and Clause 11.7.3, shall not exceed the quoted tariff on per unit basis other than the event in case the seller sells power to a third party without consent of TPC-D and making unlawful gains.	provision thereof should not exceed the quoted tariff on per unit basis.	
43.	HPPA	Clause 11.7.3	Damages for not maintaining availability for 4 hours, as communicated by Utility: In the event that supplier is unable to maintain availability of contracted capacity for 4 hours, as communicated by procurer/utility on day-ahead b_asis,	The supplier shall maintain availability of 80% of the contracted capacity for 4 hours for the period from May to October.	The requirement to maintain 100% of Contracted Capacity continuously for 4 hours for May to October is not possible as Hydro Generators are dependent on water inflow, operational issues and hence it 1s requested to consider minimum supply obligation as 80% of contracted capacity for 4 hours from May to October.	Kindly refer to the issued Corrigendum

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Sr. No.	Documents	Clause No.	Existing Clause	Proposed Modifications	Rationale/Remarks for Clarification or Amendment	Tata Power-D Reply / Clarification
			the Supplier shall pay to Utility damages for the shortfall energy at the rate of Tariff (Fixed + Variable charge) plus Rs 1.00 for that month. Applicable rate i.e. use 11.7.3 Damages for not maintaining availability for 4 hours, as communicated by Utility: In the event that supplier is unable to maintain availability of contracted capacity for 4 hours, as communicated by procurer/utility on day-ahead b_asis, the Supplier shall pay to Utility damages for the shortfall energy at			

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Sr. No.	**Documents**	**Clause No.**	**Existing Clause**	**Proposed Modifications**	**Rationale/Remarks for Clarification or Amendment**	**Tata Power-D Reply / Clarification**
			the rate of Tariff (Fixed + Variable charge) plus Rs 1.00 for that month. Applicable rate i.e.			