Procurement of 200 MW Dispatchable Hydro Power For 30 years Through e-Tender and e-Reverse Auction

Tender Specification no:

TPCD/PP/FY27/01

Corrigendum -1

Issued By
The Tata Power Company Limited
(Tata Power-D)

Power System Control Centre, Station A,
1st Floor, Tata Power Co. Ltd.
Trombay Thermal Power Station,
Chembur-Mahul Mumbai- 400074

17th September 2026

Sr. No 1: Clause 1.1.1 (a) of RfP – Introduction

Requisition No.	Month of Supply	Year of Supply	Capacity Required (in MW)	Timings (Hrs.)	Minimum Bid Capacity (in MW)	Delivery Point
1.	May to April	May 2032 onwards for 30 years	Up to 200 MW	The selected Bidder has to supply dispatchable hydro power electricity in accordance with scheduling instructions and dispatch requirements as specified by Tata Power-D on a daily basis. For each month from May to October, the Supplier has to ensure that the while communicating the daily availability, contracted capacity is available for period of minimum four hours on daily basis as communicated by Tata Power-D by 09:00 hours of previous day.	100	For locations of plants outside Maharashtra a. Power Station located in India: Point where Supply of power from the Power Station is injected into the ISTS sub-station- CTU Periphery b. Power Station located outside India: Point where Cross Border Transmission Link / Line (“**CBTL**”) is connected to Indian Grid and is used for purpose of energy accounting by RLDC. For the purpose of power station located outside India, the Indian Grid shall mean the Inter-State Transmission System (ISTS) or Intra-State Transmission System (In-STS) or both as the case may be. For locations of Plants inside Maharashtra - Intra State Transmission System (InSTS) of Maharashtra

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TO BE READ AS

Requisition No.	Month of Supply	Year of Supply	Capacity Required (in MW)	Timings (Hrs.)	Minimum Bid Capacity (in MW)	Delivery Point
2.	May to April	**May 2033 onwards for 30 years**	Up to 200 MW	The selected Bidder has to supply dispatchable hydro power electricity in accordance with scheduling instructions and dispatch requirements as specified by Tata Power-D on a daily basis. For each month from May to October, the Supplier has to ensure that the while communicating the daily availability, contracted capacity is available for period of minimum four hours on daily basis as communicated by Tata Power-D by 09:00 hours of previous day.	100	For locations of plants outside Maharashtra c. Power Station located in India: Point where Supply of power from the Power Station is injected into the ISTS sub-station- CTU Periphery d. Power Station located outside India: Point where Cross Border Transmission Link / Line ("**CBTL**") is connected to Indian Grid and is used for purpose of energy accounting by RLDC. For the purpose of power station located outside India, the Indian Grid shall mean the Inter-State Transmission System (ISTS) or Intra-State Transmission System (In-STS) or both as the case may be. For locations of Plants inside Maharashtra - Intra State Transmission System (InSTS) of Maharashtra

Sr. No 2: Clause 11.6 of HPPA – 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 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% (eighty per cent) of dispatchable Contracted Supply after adjusting the weighted Average CTU loss (as notified by the Grid Controller on India Limited/NLDC), shall be multiplied by:

(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 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.

(ii) 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 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

Nonetheless, the determination of the validity of the reasons, i.e. reasons being justifiable or unjustifiable, presented by the Supplier shall rest with the Procurer, and the Procurer's judgment shall constitute the conclusive decision on the matter.

For the avoidance of doubt, different scenarios have been shown by way of illustration in the table below:

<table>
<tr><th>Monthly Dispatchable Energy</th><th>Damages to be levied</th></tr>
<tr><td>≥80% of the Dispatchable Contracted Supply</td><td>No damages</td></tr>
<tr><td rowspan="2">79% of the Dispatchable Contracted Supply</td><td>Yes</td></tr>
<tr><td>Damages are levied on 1% of the Dispatchable Contracted Supply (total energy reduced i.e. 21% minus threshold i.e. 20%)</td></tr>
<tr><td rowspan="2">78% of the Dispatchable Contracted Supply</td><td>Yes</td></tr>
<tr><td>Damages are levied on 2% of the Dispatchable Contracted Supply (total energy reduced i.e. 22% minus threshold i.e. 20%)</td></tr>
<tr><td rowspan="2">77% of the Dispatchable Contracted Supply</td><td>Yes</td></tr>
<tr><td>Damages are levied on 3% of the Dispatchable Contracted Supply (total energy reduced i.e. 23% minus threshold i.e. 20%)</td></tr>
<tr><td rowspan="2">76% of the Dispatchable Contracted Supply</td><td>Yes</td></tr>
<tr><td>Damages are levied on 4% of the Dispatchable Contracted Supply (total energy reduced i.e. 24% minus threshold i.e. 20%)</td></tr>
<tr><td rowspan="2">75% of the Dispatchable Contracted Supply</td><td>Yes</td></tr>
<tr><td>Damages are levied on 5% of the Dispatchable Contracted Supply (total energy reduced i.e. 25% minus threshold i.e. 20%)</td></tr>
</table>

Illustration for one of the Case of damages is given below:

Month	Dispatchable Contracted Supply (MUs)	Sum of Monthly Dispatchable Energy (MUs)	Availability w.r.t to Dispatchable Contracted Capacity (Plant Availability Factor) (%)	Threshold Availability for no damages (%)	Damages to be levied (%)	Average Power Exchange RTC rate for the period (Rs./kWh)	Damages to be levied in Rs. Crore (for sale to third party/unjustifiable reasons)	Fixed Charge (Rs./kWh)	Damages to be levied in Rs. Crore (for justifiable reasons)
A	B	C	D=C/B	F	G=F-D	H	I=G*B*(H+1)/10	J	K=G*B*75%*J/10
Cumulative for May to October	**632.48**	**497.10**	**79%**	**80%**	**1%**	**5.50**	**5.77**	**5.00**	**3.33**

11.6.2 The Parties expressly agree that, within 30 (thirty) days of the close of May to October period of each Accounting Year, the Parties shall determine the cumulative PAF for dispatchable contracted supply and Damages for monthly dispatchable Contracted Supply for period May to October after adjusting the weighted Average CTU loss (as notified by the Grid Controller on India Limited/NLDC), as the case may be. The amount so arrived at shall be adjusted against the Damages determined for the respective month during the Period (i.e., May to October) and this adjustment shall be reflected in October invoice/bill.

It is here clarified that during the above reconciliation exercise, the damages will be computed and levied based on the weighted average rate, as mentioned in Clause 11.6.1, at which the damages are levied on monthly basis against the shortfall energy in monthly dispatchable Contracted Capacity after adjusting the weighted Average CTU loss (as notified by the Grid Controller on India Limited/NLDC) as per Clause 11.6.1.

It is also clarified that no Damages shall be applicable for the period from November to April. Therefore, any shortfall energy in monthly dispatchable Contracted Capacity after adjusting the weighted Average CTU loss (as notified by the Grid Controller on India Limited/NLDC) occurred between November and April period shall not trigger any Damages under Clause 11.6.1.

11.7 Damages for CUF lower than 35%

11.7.1 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. As an illustration if CUF is 30%, tariff is Rs. 6 per Unit and Dispatchable Contracted Capacity is 200 MW, the damages payable are worked out as follows:

Sr.	Particulars	Formula	Data
1	CUF Allowable (%)	A	35%
2	Actual CUF (%)	B	30%
3	Tariff (Fixed +Variable) in Rs./kWh	C	6
4	Dispatchable Contracted Capacity (MW)	D	200
5	No. of Hours in Contract Year	E	8760
6	Shortfall in CUF	F=A-B	5%
7	Shortfall in Dispatchable Contracted Supply (MUs)	G=D*E*F/1000	87.6
8	**Damages Payable (Rs.Crore)**	**H=C*G/10**	**52.56**

11.7.2 The Parties expressly agree that, within close of each Accounting Year, the Parties shall determine the Damages for CUF lower than 35%. The amount so arrived at shall be adjusted and be reflected in April invoice/bill.

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, 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.

The Parties expressly agree that damages applicable in such case, shall be settled monthly and shall be accounted in monthly bill for that particular month only. This shall be applicable for the period from May to October. Therefore, any shortfall energy occurred between November to April period shall not trigger any Damages under Clause 11.7.3.

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.

TO BE READ AS

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, the Fixed Charges 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% (eighty per cent) of dispatchable Contracted Supply, shall be multiplied by:

(iii) for sale to third party/unjustifiable reasons: the monthly average Power Exchange RTC rate of the respective month plus Rs. 1 (one) **or applicable HPPA tariff (whichever is higher)** 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 the monthly average Power Exchange RTC rate for the respective month plus Rs. 1 (one) per unit or applicable HPPA tariff (whichever is higher) multiplied with units not supplied which is reduced on account of shortfall in dispatchable supply of energy below dispatchable Contracted Supply.

(iv) 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 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

Nonetheless, the determination of the validity of the reasons, i.e. reasons being justifiable or unjustifiable, presented by the Supplier shall rest with the Procurer, and the Procurer's judgment shall constitute the conclusive decision on the matter.

For the avoidance of doubt, different scenarios have been shown by way of illustration in the table below:

Monthly Dispatchable Energy	Damages to be levied
≥80% of the Dispatchable Contracted Supply	No damages
79% of the Dispatchable Contracted Supply	Yes Damages are levied on 1% of the Dispatchable Contracted Supply (total energy reduced *i.e.* 21% minus threshold *i.e.* 20%)
78% of the Dispatchable Contracted Supply	Yes Damages are levied on 2% of the Dispatchable Contracted Supply (total energy reduced *i.e.* 22% minus threshold *i.e.* 20%)
77% of the Dispatchable Contracted Supply	Yes Damages are levied on 3% of the Dispatchable Contracted Supply (total energy reduced *i.e.* 23% minus threshold *i.e.* 20%)
76% of the Dispatchable Contracted Supply	Yes Damages are levied on 4% of the Dispatchable Contracted Supply (total energy reduced *i.e.* 24% minus threshold *i.e.* 20%)
75% of the Dispatchable Contracted Supply	Yes Damages are levied on 5% of the Dispatchable Contracted Supply (total energy reduced *i.e.* 25% minus threshold *i.e.* 20%)

Illustration for one of the Case of damages is given below:

Month	Dispatchable Contracted Supply (MUs)	Sum of Monthly Dispatchable Energy (MUs)	Availability w.r.t to Dispatchable Contracted Capacity (Plant Availability Factor) (%)	Threshold Availability for no damages (%)	Damages to be levied (%)	Average Power Exchange RTC rate for the period (Rs./kWh)	Damages to be levied in Rs. Crore (for sale to third party/unjustifiable reasons)	Fixed Charge (Rs./kWh)	Damages to be levied in Rs. Crore (for justifiable reasons)
A	B	C	D=C/B	F	G=F-D	H	I=G*B*(H+1)/10	J	K=G*B*75%*J/10
Cumulative for May to October	**632.48**	**497.10**	**79%**	**80%**	**1%**	**5.50**	**5.77**	**5.00**	**3.33**

11.6.2 The Parties expressly agree that, within 30 (thirty) days of the close of May to October period of each Accounting Year, the Parties shall determine the cumulative PAF for dispatchable contracted supply and Damages for monthly dispatchable Contracted Supply for period May to October, as the case may be. The amount so arrived at shall be adjusted against the Damages determined for the respective month during the Period (i.e., May to October) and this adjustment shall be reflected in October invoice/bill.

It is here clarified that during the above reconciliation exercise, the damages will be computed and levied based on the rate, as mentioned in Clause 11.6.1, at which the damages are levied on monthly basis against the shortfall energy in monthly dispatchable Contracted Capacity as per

Clause 11.6.1.

It is also clarified that no Damages shall be applicable for the period from November to April. Therefore, any shortfall energy in monthly dispatchable Contracted Capacity after adjusting the weighted Average CTU loss (as notified by the Grid Controller on India Limited/NLDC) occurred between November and April period shall not trigger any Damages under Clause 11.6.1.

11.7 Damages for CUF lower than 30%

11.7.1 In the event that CUF in Contract Period is lower than **required CUF of 30%**, the Supplier shall pay to Utility damages for the shortfall at the tariff (Fixed + Variable charge) for that Accounting Year. As an illustration if CUF is 25%, tariff is Rs. 6 per Unit and Dispatchable Contracted Capacity is 200 MW, the damages payable are worked out as follows:

Sr.	Particulars	Formula	Data
1	CUF Allowable (%)	A	30%
2	Actual CUF (%)	B	25%
3	Tariff (Fixed +Variable) in Rs./kWh	C	6
4	Dispatchable Contracted Capacity (MW)	D	200
5	No. of Hours in Contract Year	E	8760
6	Shortfall in CUF	F=A-B	5%
7	Shortfall in Dispatchable Contracted Supply (MUs)	G=D*E*F/1000	87.6
8	**Damages Payable (Rs.Crore)**	**H=C*G/10**	**52.56**

11.7.2 The Parties expressly agree that, within close of each Accounting Year, the Parties shall determine the Damages for CUF lower than 30%. The amount so arrived at shall be adjusted and be reflected in April invoice/bill.

11.7.3 Damages for not maintaining availability for 4 hours, as communicated by Utility

In the event that supplier is unable to maintain **minimum availability of 90%** of the contracted capacity for 4 hours, as communicated by procurer/utility on weekly basis, 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. Sample Calculations are as below:

Sr.	Particulars	Unit	Formula	Data
1	Dispatchable Contracted Capacity	MW	A	200
2	No. of minimum hours power supply required	Hours	B	4
3	No. of days in month	Days	C	30
4	Energy during 4 hours	MWh	D=A*B*C	24000
5	Minimum Energy during 4 hours	MWh	E	21600
6	Actual Energy during 4 hours	MWh	F	16800
7	Tariff (Variable + Fixed Charges)	Rs./kWh	G	6
8	Liquidated Damages for the month (Rs. Crore)	Rs. Crores	H=(G+1)*(E-F)/10000	3.36

The Parties expressly agree that damages applicable in such case, shall be settled monthly and shall be accounted in monthly bill for that particular month only. This shall be applicable for the period from May to October. Therefore, any shortfall energy occurred between November to April period shall not trigger any Damages under Clause 11.7.3.

For force majeure conditions and for the events beyond the control of the supplier (certified by competent authority such as CEA, NLDC/SLDC, Government of India or Government of relevant Foreign State), suitable adjustment in the computation of damages (for the affected period) will be provided by the procurer.

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.