

**Selection of RE Power Developers for
Supply of 250 MW Firm and Dispatchable
Power from Grid Connected Renewable
Energy (RE) Power Projects with Energy
Storage System in India under Tariff
based Competitive Bidding**

Corrigendum to Draft PPA

**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**

June-2025

S.No 1: Sub-Clause H of PPA

In terms of the RfS, the RPD/REPG has furnished the Performance Bank Guarantee/ Payment on Order Instrument, as the case may be, in the sum of Rs... in favour of Tata Power-D as per the format provided as a part of the RfS Documents and a copy of the Bank Guarantee / Payment on Order Instrument / Letter of Undertaking as per RfS, as applicable) provided is in Schedule - 1 / Schedule-2 to this Agreement;

TO BE READ AS

*In terms of the RfS, the RPD/REPG has furnished the Performance Bank Guarantee/ Payment on Order Instrument(POI)/**Insurance Surety Bond**, as the case may be, in the sum of Rs... in favour of Tata Power-D as per the format provided as a part of the RfS Documents and a copy of the Bank Guarantee / Payment on Order Instrument /**Insurance Surety Bond**/ Letter of Undertaking as per RfS, as applicable) provided is in Schedule - 1 / Schedule-2 to this Agreement;*

S.No 2: Clause 1 of PPA - DEFINITIONS

Delivery Point" / "Interconnection Point"

"Delivery Point" shall mean a single point or multiple points at the voltage level of 132 kV or above of the ISTS Sub-station or Maharashtra InSTS Sub-station, including the transmission line connecting the RE power Projects with the substation system as specified in the RfS document. Metering shall be done at this interconnection point(s) where the power is injected into. For interconnection with grid and metering, the RPD/REPG shall abide by the relevant and applicable regulations, Grid Code notified by the CERC/MERC as applicable or and Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006 as amended and revised from time to time, or orders passed thereunder by the appropriate commission or CEA.

....."

TO BE READ AS

Delivery Point" / "Interconnection Point"

"Delivery Point" shall mean a single point or multiple points at the voltage level of **33 kV** or above of the ISTS Sub-station or Maharashtra InSTS Sub-station, including the transmission line connecting the RE power Projects with the substation system as specified in the RfS document. Metering shall be done at this interconnection point(s) where the power is injected into. For interconnection with grid and metering, the RPD/REPG shall abide by the relevant and applicable regulations, Grid Code notified by the CERC/MERC as applicable or and Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006 as amended and revised from time to time, or orders passed thereunder by the appropriate commission or CEA.

....."

S.No 3: Clause 2.1.4 of PPA - EFFECTIVE DATE

The parties acknowledge and agree that the Scheduled Commencement of Supply Date (SCSD) for supply of contracted capacity of Firm and Dispatchable Power has been agreed to in this agreement based on each of the Conditions Precedent contained in Article 2.1.3 being duly accomplished not later than 60 days of submission of such petition by Tata Power-D/RPD/REPG or within 120 days from the date of signing of PPA, whichever is later. In the event of delay beyond the deadline as above, of such fulfillment of Conditions Precedent, there shall be corresponding extension of Scheduled Commencement of Supply Date (SCSD) and extension of time for satisfaction of Conditions Subsequent.

Provided further that in case, the order of adoption of Tariff and/or procurement approval from CERC and/or MERC as required above is not received or delayed, either Party shall not be liable for payment of any compensation to other Party for any loss or damage on account of such delay in availability or non-availability of the approval of CERC/MERC, as the case may be.

TO BE READ AS

The parties acknowledge and agree that the Scheduled Commencement of Supply Date (SCSD) for supply of contracted capacity of Firm and Dispatchable Power has been agreed to in this agreement based on each of the Conditions Precedent contained in Article 2.1.3 being duly accomplished not later than 60 days of submission of such petition by Tata Power-D/RPD/REPG or within 120 days from the date of signing of PPA, whichever is later. In the event of delay beyond the deadline as above, of such fulfillment of Conditions Precedent, there shall be corresponding extension of Scheduled Commencement of Supply Date (SCSD) and extension of time for satisfaction of Conditions Subsequent.

Provided further that in case, the order of adoption of Tariff and/or procurement approval from MERC as required above is not received or delayed, either Party shall not be liable for payment of any compensation to other Party for any loss or damage on account of such delay in availability or non-availability of the approval of MERC, as the case may be.

S.No 4: Clause 3.2.1 of PPA - CONSEQUENCES OF NON-FULFILLMENT OF CONDITIONS SUBSEQUENT AND FINANCIAL CLOSURE

In case of a failure on the part of RPD/REPG to fulfill the condition subsequent and submit the documents as provided in Article 3.1, Tata Power-D shall be entitled to encash the Performance Bank Guarantee/Payment on Order Instrument submitted by the RPD/REPG, terminate this Agreement and remove the Project from the list of the selected Projects by giving a notice to the RPD/REPG in writing of at least seven (7) days, unless the delay (subject to the conditions that RPD/REPG has made / is making all possible efforts) is solely on account of delay in allotment of land by the Government not owing to any action

or inaction on the part of the RPD/REPG or caused due to a Force Majeure. Unless extended as per provisions of Article 3.2.2 (i) of this Agreement in writing, the termination of the Agreement shall take effect upon the expiry of the 7th day of the above Notice.

TO BE READ AS

In case of a failure on the part of RPD/REPG to fulfill the condition subsequent and submit the documents as provided in Article 3.1, Tata Power-D shall be entitled to encash the Performance Bank Guarantee/Payment on Order Instrument/Insurance Surety Bond submitted by the RPD/REPG, terminate this Agreement and remove the Project from the list of the selected Projects by giving a notice to the RPD/REPG in writing of at least seven (7) days, unless the delay (subject to the conditions that RPD/REPG has made / is making all possible efforts) is solely on account of delay in allotment of land by the Government not owing to any action or inaction on the part of the RPD/REPG or caused due to a Force Majeure. Unless extended as per provisions of Article 3.2.2 (i) of this Agreement in writing, the termination of the Agreement shall take effect upon the expiry of the 7th day of the above Notice.

S.No 5: Clause 3.3 of PPA- PERFORMANCE BANK GUARANTEE / PAYMENT ON ORDER INSTRUMENT

3.3 Performance Bank Guarantee / Payment on Order Instrument

3.3.1 The Performance Bank Guarantee (PBG) / Payment on Order Instrument (POI) having validity from the date of submission of PBG/POI until..... (insert validity period as per RfS conditions), submitted for a value of Rs. _____ (in word) under this Agreement, shall be for guaranteeing the commencement of the supply of power up to the Contracted Capacity within the time specified in this Agreement as per format provided in Schedule 1/2.

3.3.2 The failure on the part of the RPD/REPG to furnish and maintain the Performance Bank Guarantee / Payment on Order Instrument shall be a material breach of the term of this Agreement on the part of the RPD/REPG.

3.3.3 If the RPD/REPG fails to commence supply of power from the Scheduled Commencement of Supply Date specified in this Agreement or any further extension thereof duly granted by Tata Power-D, subject to conditions mentioned in Article 4.5, Tata Power-D shall encash the Performance Bank Guarantee / Payment on Order Instrument equivalent to the amount calculated as per liquidated damages applicable under Article 4.6 without prejudice to the other rights of Tata Power-D under this Agreement.

TO BE READ AS

3.3 Performance Bank Guarantee / Payment on Order Instrument /Insurance Surety Bond

- 3.3.1 *The Performance Bank Guarantee (PBG) / Payment on Order Instrument (POI) /Insurance Surety Bond having validity from the date of submission of PBG/POI /Insurance Surety Bond until..... (insert validity period as per RfS conditions), submitted for a value of Rs. _____ (in word) under this Agreement, shall be for guaranteeing the commencement of the supply of power up to the Contracted Capacity within the time specified in this Agreement as per format provided in Schedule 1/2.*
- 3.3.2 *The failure on the part of the RPD/REPG to furnish and maintain the Performance Bank Guarantee / Payment on Order Instrument /Insurance Surety Bond shall be a material breach of the term of this Agreement on the part of the RPD/REPG.*
- 3.3.3 *If the RPD/REPG fails to commence supply of power from the Scheduled Commencement of Supply Date specified in this Agreement or any further extension thereof duly granted by Tata Power-D, subject to conditions mentioned in Article 4.5, Tata Power-D shall encash the Performance Bank Guarantee / Payment on Order Instrument /Insurance Surety Bond equivalent to the amount calculated as per liquidated damages applicable under Article 4.6 without prejudice to the other rights of Tata Power-D under this Agreement.*

S.No 6: Clause 3.4 of PPA- RETURN OF PERFORMANCE BANK GUARANTEE / PAYMENT ON ORDER INSTRUMENT

3.4 Return of Performance Bank Guarantee / Payment on Order Instrument

- 3.4.1 Subject to Article 3.3, Tata Power-D shall return / release the Performance Bank Guarantee / Payment on Order Instrument within 45 days after the successful commencement of supply of power within Scheduled Commencement of Supply Date (SCSD) of the contracted capacity after taking into account any liquidated damages due to delays in Commencement of Supply of power as per provisions stipulated in this Agreement.
- 3.4.2 The return / release of the Performance Bank Guarantee / Payment on Order Instrument shall be without prejudice to other rights of Tata Power-D under this Agreement.

TO BE READ AS

3.4 Return of Performance Bank Guarantee / Payment on Order Instrument /Insurance Surety Bond

- 3.4.1 *Subject to Article 3.3, Tata Power-D shall return / release the Performance Bank Guarantee / Payment on Order Instrument /Insurance Surety Bond within 45 days after the successful commencement of supply of power within Scheduled Commencement of Supply Date (SCSD) of the contracted capacity after taking into account any liquidated damages due to delays in Commencement of Supply of power as per provisions stipulated in this Agreement.*
- 3.4.2 *The return / release of the Performance Bank Guarantee / Payment on Order Instrument /Insurance Surety Bond shall be without prejudice to other rights of Tata Power-D under*

this Agreement.

S.No 7: Clause 4.1.1 of PPA - OBLIGATIONS OF THE PARTIES

1) For the respective Solar and Wind Power generations systems, the RPD/REPG shall fulfil the technical requirements according to criteria mentioned under Annexure A and Appendix-A1 of the RfS , and the “Guidelines for Tariff Based Competitive Bidding Process for Procurement of Power from Grid Connected Wind Power Projects” issued by the Ministry of Power dated 26.07.2023, including subsequent amendments and clarifications thereof. For the solar PV capacity, the modules used in the Project shall be sourced only from the models and manufacturers included in the List-I under the “Approved List of Models and Manufacturers” as published by MNRE and valid as on the date of invoicing of such modules. In case of wind capacity, the type-certified wind turbine models listed in Revised List of Models and Manufactures (RLMM) issued by MNRE as updated until the date of commissioning of the project will be allowed for deployment under the RfS. Further, the RPD/REPG shall also fulfill the “Technical Criteria of BESS/ESS” and any other applicable criteria (if any).

TO BE READ AS

1) *For the respective Solar and Wind Power generations systems, the RPD/REPG shall fulfil the technical requirements according to criteria mentioned under Annexure A and Appendix-A1 of the RfS , and the “Guidelines for Tariff Based Competitive Bidding Process for Procurement of Power from Grid Connected Wind Power Projects” issued by the Ministry of Power dated 26.07.2023, including subsequent amendments and clarifications thereof. For the solar PV capacity, the modules used in the Project shall be sourced only from the models and manufacturers included in the List-I (Solar PV modules) and List-II (Solar PV cells) of ALMM Annexure-I of the OM, issued by MNRE on 10th March, 2021, along with its subsequent amendments including the amendment dated 09.12.2024 and clarifications issued until the bid submission deadline, shall be applicable for this PPA. In case of wind capacity, the type-certified wind turbine models listed in Revised List of Models and Manufactures (RLMM) issued by MNRE as updated until the date of commissioning of the project will be allowed for deployment under the RfS. Further, the RPD/REPG shall also fulfill the “Technical Criteria of BESS/ESS” and any other applicable criteria (if any).*

S.No 8: Clause 4.2.6 of PPA - INFORMATION REGARDING INTERCONNECTION FACILITIES

“ISTS charges and losses on transmission of power, including waiver for RE power, shall be applicable as per extant regulations. Government of India/CERC at their sole discretion, from time to time, issue order for waiver of inter-state transmission system (ISTS) charges and losses on transmission of wind and solar power till a certain date. In case the commissioning of the Project and commencement of supply of contracted capacity gets delayed beyond the applicable date of ISTS waiver, arising out of any reasons whatsoever,

Tata Power-D shall bear no liability with respect to transmission charges and losses levied, if any.

.....”

TO BE READ AS

ISTS charges and losses on transmission of power, including waiver for RE power, shall be applicable as per extant regulations. Government of India/CERC at their sole discretion, from time to time, issue order for waiver of inter-state transmission system (ISTS) charges and losses on transmission of wind and solar power till a certain date. In case of extension of SCSD or extended SCSD due to Force Majeure events, the RPD shall not be held responsible for any ISTS charges and losses levied during such extended period.

S.No 9: Clause 4.4.1 of PPA - RIGHT TO CONTRACTED CAPACITY, ENERGY AND AVAILABILITY

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The RPDs will be allowed to revise the same once within first year after Commencement of Supply of Power Date (CSD), subject to condition that the revised annual CUF shall not be less than 90 % of the CUF initially quoted by the Bidder, however the revised annual CUF shall in no case be less than 40%. Thereafter, the CUF for the contracted capacity shall remain unchanged for the entire term of the PPA. It shall be the responsibility of the RPDs, entirely at its cost and expense set up adequate RE Capacity or ESS/tie up the capacity as may be necessary to achieve the required CUF. The RPDs shall maintain generation so as to achieve annual CUF within + 10 % (i.e..... MU) and -10 % (i.e. MU) of the declared value till the end of the PPA duration of 25 years.

.....”

TO BE READ AS

“

The RPDs will be allowed to revise the same once within first year after Commencement of Supply of Power Date (CSD), subject to condition that the revised annual CUF shall not be less than 90 % of the CUF initially quoted by the Bidder, however the revised annual CUF shall in no case be less than 40%. Thereafter, the CUF for the contracted capacity shall remain unchanged for the entire term of the PPA. It shall be the responsibility of the RPDs, entirely at its cost and expense set up adequate RE Capacity or ESS/tie up the capacity as may be necessary to achieve the required CUF. The RPDs shall maintain generation so as to achieve annual CUF within + 10 % (i.e... .. MU) and -15 % (i.e. MU) of the declared value till the end of the PPA duration of 25 years.

.....”

S.No 10: Clause 4.5.2 of PPA – EXTENSIONS OF TIME

Subsequent to grant of connectivity, in case there is a delay in operationalization of GNA by the CTU and/or there is a delay in readiness of the ISTS substation at the Delivery Point, including readiness of the power evacuation and transmission infrastructure of the ISTS network until SCSD of the contracted capacity, and it is established that:

- (i) The RPD/REPG has complied with the complete application formalities as per RfS,
- (ii) The RPD/REPG has adhered to the applicable Procedure in this regard as notified by the CERC/CTU, and
- (iii) The delay in operationalization of GNA and/or delay in readiness of the ISTS substation at the Delivery Point, including readiness of the power evacuation and transmission infrastructure of the ISTS network, is solely attributable to the CTU/transmission licensee and is beyond the control of the RPD/REPG;

The above shall be treated as delays beyond the control of the RPD/REPG and SCD for such Projects shall be revised as the date as on 60 days subsequent to the readiness of the Point and power evacuation infrastructure and/or grant/operationalization of GNA. Decision on requisite extension on account of the above factor shall be taken by Tata Power-D. For avoidance of any doubt, it is clarified that this provision of extension shall not be applicable for the capacity which has been tied-up by the RPD/REPG under “any other source” category. Further, that delay in commissioning / Commencement of supply of power from “any other RE source / ESS” category project / capacity, if any, shall not be admissible among the factors warranting an extension in SCSD from the Project.

In case of delay in commissioning of Project due to reasons beyond the reasonable control of the RPD, Tata Power-D may extend the SCSD after examining the issue on a case-to-case basis. In case of change in Project location(s) by the RPD, extension requests under this clause shall be dealt by Tata Power-D on case-to-case basis. For avoidance of ambiguity, it is clarified that for decisions made under this Clause, the phrase “change in Project location” or its similar connotations, shall refer solely to change in Delivery Point(s) of the Project.

In case of multiple project components and if one or more such component (wind, solar or other RE Power generating system) is ready for injection of power into the grid, but the remaining component is unable to commence supply of power, the Generator will be allowed to commence supply of power from such component which is ready outside the ambit of PPA, with first right of refusal for such power being vested with the Tata Power-D. In case Tata Power-D decides to buy such discrete component(s) power outside the PPA, such power shall be purchased at upto 50% of the PPA Tariff.

Following should be noted under this scenario:

- a) The above scenario does not qualify under the provisions of Part/Early Commissioning under the RfS, PPA. This is a special case wherein in case a project component is ready,

the generation from such component is not wasted.

- b) The terms “SCSD” and “Commencement of supply of power” as per the RfS and PPA will not be applicable for such component. Commissioning/injection of power from such component will be allowed only if the same is allowed as per the applicable regulations.

The above scenario will be applicable until the RPD/REPG is ready for commencement of supply of power as per the provisions of “Early and/or Part Commencement of Supply of Power” of the Project.

Further, in case of delay in commencement of power supply on account of reasons solely attributable to the RPD, resulting in any liquidated damages/penalty levied on Tata Power-D including Transmission charges under the GNA Regulations and/or applicable regulation as notified by CERC, such damages/penalty shall be passed on to the RPD.

TO BE READ AS

The responsibility of obtaining drawal General Network Access (GNA) shall be of the Tata Power-D prior to commissioning of the Project/commencement of supply of power.

- I) **Subsequent to grant of connectivity and readiness to inject the contracted power, in case there is a delay in grant/operationalization of drawal GNA by the CTU, Tata Power-D may schedule the power under T-GNA or other arrangement as applicable.**
- II) **There shall be no SCSD extension, due to delay in grant of connectivity, delay in readiness of ISTS/InSTS substation to inject contracted capacity including delay in readiness of transmission infrastructure and power evacuation network of ISTS/InSTS.**

In case of multiple project components and if one or more such component (wind, solar or other RE Power generating system) is ready for injection of power into the grid, but the remaining component is unable to commence supply of power, the Generator will be allowed to commence supply of power from such component which is ready outside the ambit of PPA, with first right of refusal for such power being vested with the Tata Power-D. In case Tata Power-D decides to buy such discrete component(s) power outside the PPA, such power shall be purchased at upto 50% of the PPA Tariff.

Following should be noted under this scenario:

- a) *The above scenario does not qualify under the provisions of Part/Early Commissioning under the RfS, PPA. This is a special case wherein in case a project component is ready, the generation from such component is not wasted.*
- b) *The terms “SCSD” and “Commencement of supply of power” as per the RfS and PPA will not be applicable for such component. Commissioning/injection of power from such component will be allowed only if the same is allowed as per the applicable regulations.*

The above scenario will be applicable until the RPD/REPG is ready for commencement of supply of power as per the provisions of “Early and/or Part Commencement of Supply of Power” of the Project.

Further, in case of delay in commencement of power supply on account of reasons solely attributable to the RPD, resulting in any liquidated damages/penalty levied on Tata Power-D including Transmission charges under the GNA Regulations and/or applicable regulation as notified by CERC, such damages/penalty shall be passed on to the RPD.

S.No 11: Clause 4.6.1 of PPA - LIQUIDATED DAMAGES NOT AMOUNTING TO PENALTY FOR DELAY IN COMMENCEMENT OF SUPPLY OF POWER

“

- (a) For Delay in commencement of supply of power up to 6 (six) months from SCSD/Extended SCSD, encashment of Performance Bank Guarantee (PBG), or alternate instruments, on per day basis and proportionate to the contracted capacity that has not commenced supply of power.

In case of calculation of liquidated damages, a 'month' shall comprise 30 days. For example, in case of a Contracted Capacity of 150 MW capacity, if commissioning of 50 MW capacity is delayed by 18 days beyond the SCSD, then the liquidated damages shall be: PBG/ POI amount X (50/150) X (18/180).

TO BE READ AS

“

- (a) For Delay in commencement of supply of power up to 6 (six) months from SCSD/Extended SCSD, encashment of Performance Bank Guarantee (PBG), or alternate instruments, on per day basis and proportionate to the contracted capacity that has not commenced supply of power.

In case of calculation of liquidated damages, a 'month' shall comprise 30 days. For example, in case of a Contracted Capacity of 150 MW capacity, if commissioning of 50 MW capacity is delayed by 18 days beyond the SCSD, then the liquidated damages shall be: PBG/ POI/Insurance Surety Bond amount X (50/150) X (18/180).

S.No 12: Clause 4.6.2 of PPA - LIQUIDATED DAMAGES NOT AMOUNTING TO PENALTY FOR DELAY IN COMMENCEMENT OF SUPPLY OF POWER

The maximum time period allowed for commissioning of the full Project Capacity with encashment of Performance Bank Guarantee / POI shall be limited to 6 months after the SCSD/extended SCSD of the Project. In case, the commencement of supply of power for contracted capacity is delayed beyond 6 months after the SCSD/ extended SCSD of the Project, the Contracted Capacity shall stand reduced / amended to the capacity commissioned within 6 months after the SCSD and the PPA for the balance capacity will stand terminated and shall be reduced from the Contracted Capacity .

However, Tata Power-D has the full right to give extension to RPD/REPGs beyond the time line as mentioned above in case reason of delay is beyond the reasonable control of RPD/REPG.

TO BE READ AS

*The maximum time period allowed for commissioning of the full Project Capacity with encashment of Performance Bank Guarantee / POI / **Insurance Surety Bond** shall be limited to 6 months after the SCSD/extended SCSD of the Project. In case, the commencement of supply of power for contracted capacity is delayed beyond 6 months after the SCSD/ extended SCSD of the Project, the Contracted Capacity shall stand reduced / amended to the capacity commissioned within 6 months after the SCSD and the PPA for the balance capacity will stand terminated and shall be reduced from the Contracted Capacity .*

However, Tata Power-D has the full right to give extension to RPD/REPGs beyond the time line as mentioned above in case reason of delay is beyond the reasonable control of RPD/REPG.

S.No 13: Clause 12.1.1 of PPA – CHANGE IN LAW

12.1 Definitions

In these rules, unless the context otherwise requires,

12.1.1 In this Article 12, the term “Change in Law” shall refer to the occurrence of any of the following events, only after [Insert the last date of bid submission], including any enactment or amendment or repeal of any law, which have a direct effect on the Project, leading to corresponding changes in the cost requiring change in tariff, and includes

.....”

TO BE READ AS

12.1 Definitions

In these rules, unless the context otherwise requires,

*12.1.1 In this Article 12, the term “Change in Law” shall refer to the occurrence of any of the following events, only after **[Insert the date which is 7 days prior to the last date of bid submission]**, including any enactment or amendment or repeal of any law, which have a direct effect on the Project, leading to corresponding changes in the cost requiring change in tariff, and includes*

.....”

**S.No 14: Clause 13.3.5 of PPA – PROCEDURE FOR CASES OF RPD/REPG
EVENT OF DEFAULT**

“

Tata Power-D shall have the right to recover the said damages by way of forfeiture of bank guarantee/POI, if any, without prejudice to resorting to any other legal course or remedy. In addition to the levy of damages as aforesaid, in the event of a default by the RPD / REPG, the lenders shall be entitled to exercise their rights of substitution, in accordance with the substitution provisions provided in the PPA and in concurrence with the Procurers However, in the event the lenders are unable to substitute the defaulting RPD/REPG within the stipulated period, Tata Power-D may terminate the PPA .

TO BE READ AS

“

*Tata Power-D shall have the right to recover the said damages by way of forfeiture of bank guarantee/POI/**Insurance Surety Bond** , if any, without prejudice to resorting to any other legal course or remedy. In addition to the levy of damages as aforesaid, in the event of a default by the RPD / REPG, the lenders shall be entitled to exercise their rights of substitution, in accordance with the substitution provisions provided in the PPA and in concurrence with the Procurers However, in the event the lenders are unable to substitute the defaulting RPD/REPG within the stipulated period, Tata Power-D may terminate the PPA .*