

Clarifications on Queries - Supply of 250 MW Firm and Dispatchable Power to Tata Power-D (RfS No.: TPCD/FDRE/FY26/301)

S. No.	Documents	Clause No.	Existing Clause	Proposed Modifications	Rationale/Remarks for Clarification or Amendment	Tata Power-D Reply / Clarification
1	RFS	1.1.8	The Bidders will be free to avail fiscal incentives like Accelerated Depreciation, Concessional Customs and Excise Duties, Tax Holidays etc. as available for such Projects.....		Kindly confirm if the benefits of Carbon Credits can be availed by Developers or that will be benefited to Buying entity.	No change required. Bidder is requested to follow existing terms and conditions of bidding as power supplied under this contract shall be considered towards meeting RPO targets of Tata Power-D.
2	RFS	1.1.10	.....However, for Projects located in North-Eastern States or Projects connected to Maharashtra InSTS, the minimum quantum of Contracted Capacity that can be offered by a Bidder, including its Parent, Affiliate or Ultimate Parent or any Group Company, shall be 25 MW. The Contracted Capacity shall be quoted in multiple of 10 MW only.....	.....However, for Projects located in North-Eastern States or Projects connected to Maharashtra InSTS, the minimum quantum of Contracted Capacity that can be offered by a Bidder, including its Parent, Affiliate or Ultimate Parent or any Group Company, shall be 25 MW. The Contracted Capacity shall be quoted in multiple of 10 MW only. integral values	The requirement to quote the Contracted Capacity in multiples of 10 MW may lead to suboptimal utilization of project potential and grid connectivity, particularly in cases where land, resource, or infrastructure constraints make it more viable to plan for capacities not strictly aligned to 10 MW blocks. Allowing bids in integral MW values will provide greater flexibility in project planning without compromising system efficiency.	The Clause has been amended. Please refer to the Corrigendum for further details.
3	RFS	1.3 Sr.No 11	Last Date and Time for submission of Online Bids - 04.06.2025 till 17:00 hours		Request Tata Power -D to kindly extend the Bid Submission deadline by 4 weeks. (07th July 2025) This will enable us to evaluate additional Sites both ISTS and InSTS (MH).	The Clause has been amended. Bid submission deadline is extended to 25 June, 2025 till 17:00 hours. Please refer to the Corrigendum for further details.

4	RFS	2.27	<p>“INTER-CONNECTION POINT/ DELIVERY/ METERING POINT” shall mean a single point or multiple points at 132 kV or above, where the power from the Project(s) is injected into the ISTS Substation (including the transmission line connecting the Projects with the substation system) or in Maharashtra Intra State Transmission System as specified in the RfS document. Metering shall be done at this interconnection point where the power is injected into. For interconnection with grid and metering, the RPDs shall abide by the relevant CERC/SERC Regulations, Grid Code and Central Electricity Authority (Installation and Operation of</p>	<p>“INTER-CONNECTION POINT/ DELIVERY/ METERING POINT” shall mean a single point or multiple points at 33 132 kV or above, where the power from the Project(s) is injected into the ISTS Substation (including the transmission line connecting the Projects with the substation system) or in Maharashtra Intra State Transmission System as specified in the RfS document. Metering shall be done at this interconnection point where the power is injected into. For interconnection with grid and metering, the RPDs shall abide by the relevant CERC/SERC Regulations, Grid Code and Central Electricity Authority</p>	<p>In the state of Maharashtra, there are substations with available connectivity at the 33 kV level. Allowing the Inter-connection / Delivery / Metering Point at 33 kV for such projects will provide greater flexibility and additional options to the bidders in planning their projects, particularly in cases where access to higher voltage levels is limited or would lead to underutilization of infrastructure.</p>	<p>The Clause has been amended. Please refer to the Corrigendum for further details.</p>
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5	RFS	2.41	<p>POOLING SUBSTATION/POOLING POINT" shall mean a point where more than one Project may connect to a common Transmission System. Multiple Projects can be connected to a pooling substation from where common transmission system shall be constructed and maintained by the RPD(s) to get connected to the ISTS or InSTS substation. The voltage level for such common line shall be 132 kV or above. Further, the metering of the pooled power shall be done at the injection point, i.e. the ISTS substation. However, the voltage level of transmission system of individual projects up to the pooling substation may be at 33 kV and above. Sub-meters shall be installed at the pooling substation</p>	<p>POOLING SUBSTATION/POOLING POINT" shall mean a point where more than one Project may connect to a common Transmission System. Multiple Projects can be connected to a pooling substation from where common transmission system shall be constructed and maintained by the RPD(s) to get connected to the ISTS or InSTS substation. The voltage level for such common line shall be 33 kV or above. Further, the metering of the pooled power shall be done at the injection point, i.e. the ISTS substation. However, the voltage level of transmission system of individual projects up to the</p>	<p>For the projects located in the state of Maharashtra. Allowing the common transmission system to operate at 33 kV or above will offer developers greater flexibility in designing and implementing their projects, particularly in areas where access to higher voltage infrastructure is limited or unavailable. This change will help make better use of the available network and allow for more practical and efficient project planning.</p>	<p>The Clause has been amended. Please refer to the Corrigendum for further details.</p>
6	RFS	3.10.1	<p>Based on the cumulative Installed Capacity committed by the Bidder as part of its response to RfS, Earnest Money Deposit (EMD) shall be submitted as per the following formula: EMD amount = Rs. [9,28,000 * S + 12,64,000 * W] + 3,66,000 * E, Where, S= Rated Installed Capacity of Solar component (in MW); W= Rated Installed Capacity of Wind component and other RE generating sources (in MW); E= Rated cumulative Installed Capacity of the ESS component (in MWh); Above EMD shall be submitted in form of Bank</p>		<p>Request Tata Power -D to kindly revise the EMD BG calculation based on Contracted capacity Quoted by the Bidder. And also Introduce a Capping of INR 10 Cr. On EMD BG Amount.</p>	<p>No change required. Bidder is requested to follow existing terms and conditions of bidding.</p>
					<p>Request Tata Power -D to kindly allow Insurance Surety Bond as an alternative to EMD - BG as per Govt. Rules.</p>	<p>The new Format 7.3 E incorporated. Please refer to the Corrigendum for further details.</p>
					<p>Please consider changing the EMD to be based on MW of contracted capacity. Having the formula be based on proposed installed capacity penalises bidders who want to provide more robust solutions</p>	<p>No change required. Bidder is requested to follow existing terms and conditions of bidding.</p>

		<p>Guarantee as per Format 7.3.A and shall be valid for 12 months from the last date of online bid submission and shall be submitted by the Bidder along with their bid, failing which the bid shall be summarily rejected. The Bank Guarantees towards EMD have to be issued in the name of the Bidding Company/ Lead Member of Bidding Consortium. In the event of encashment of EMD, the encashed amount shall include all applicable taxes. Electronic Bank Guarantee (e-BG) is also acceptable against EMD under this RfS.</p>		<p>Considering that the PPA with successful bidder will be signed within LOA + 10 days, therefore, we kindly request that the EMD validity be set at 6 months from the last date of bid submission to optimize costs.</p>	<p>The Clause has been amended. Please refer to the Corrigendum for further details.</p>
				<p>We kindly request that the EMD requirement be considered on the basis of the Contracted Capacity, in line with the approach adopted for the Performance Bank Guarantee requirement and the qualification criteria of the bid, which are also based on Contracted Capacity. This alignment would simplify the calculation for RPDs for EMD value.</p> <p>Additionally, we request that a ceiling limit be incorporated for the EMD amount, with a cap of INR 10 Crore, as already followed in tenders issued by NHPC and SJVN.</p>	<p>No change required. Bidder is requested to follow existing terms and conditions of bidding.</p>

7	RFS	3.10.6	The term “Bank Guarantee (BG) towards/ against EMD” occurring in the RfS shall be read as “Bank Guarantee (BG)/ Payment on Order Instrument (POI) towards/ against EMD”.	The term “Bank Guarantee (BG) towards/ against EMD” occurring in the RfS shall be read as “Bank Guarantee (BG)/ Payment on Order Instrument (POI)/ Insurance Surety Bond towards/ against EMD”.	<p>As per the amendment dated 12th February 2025 to the Guidelines for Tariff Based Competitive Bidding Process for Procurement of Firm and Dispatchable Power from Grid Connected Renewable Energy Power Projects with Energy Storage Systems, a new form of instrument – Insurance Surety Bond – has been recognized as a valid mode for furnishing Earnest Money Deposit (EMD). The amendment allows for instruments that are payable unconditionally, similar to a Bank Guarantee, or any other instrument approved under the General Financial Rules (GFR), as amended from time to time by the Central Government.</p> <p>In view of the above, we kindly request you to allow the submission of Insurance Surety Bonds against EMD</p>	The Clause has been amended. The new Format 7.3 E incorporated. Please refer to the Corrigendum for further details.
8	RFS	3.14.2.II.1	b) Preliminary Estimate of Cost of RE Power Project along with Energy storage system for supply of contracted capacity of Firm and Dispatchable Power, as per Format 7.14 of the RfS.		Kindly confirm that the details in this format 7.14 will have no bearing on the SPD’s claims against Change in Law or any other provisions of the PPA	Yes, the details in Format 7.14 will have no bearing on the SPD’s claims related to Change in Law or any other provisions of the PPA.

9	RFS	3.14.2.II.2	<p>The financial bid shall be submitted online, in the format as per the Electronic Form on the ISN-ETS portal. Only a single tariff bid for the contracted capacity applied for, shall have to be filled online in the Electronic Form provided at the ISN-ETS portal. The instructions mentioned in the Financial Bid Electronic Form have to be strictly followed without any deviation, else the bid shall be considered as non-responsive.</p> <p>Kindly note that if project is located outside the state of Maharashtra i.e. inter state project (Project connected to network other than Maharashtra STU) , then bidder shall quote the cost of ISTS transmission charges as Rs 0.11 per kwh and cost of transmission losses as Rs 0.22 per kwh, in addition to the tariff to be quoted. It is further clarified that ISTS Charges and ISTS Losses quoted by inter-state project shall be used for the purpose of evaluation of bids and it is only for the purpose of bringing inter-state projects at par with the intra-state projects. Whereas cost of transmission charge & transmission loss for Project connected to with Maharashtra STU system shall be considered as NIL (Tata Power-D is being Long Term Transmission System User in Maharashtra state). Tata Power-D shall issue LOA at the tariff discovered based on the</p>	<p>Kindly note that if project is located outside the state of Maharashtra i.e. inter-state project (Project connected to network other than Maharashtra STU) , then bidder shall quote the cost of ISTS transmission charges as Rs 0.11 per kwh and cost of transmission losses as Rs 0.22 per kwh, in addition to the tariff to be quoted.</p> <p>For projects with partial capacity in Maharashtra (connected to InSTS) and balance capacity outside Maharashtra (connected to ISTS), the ISTS transmission charges and losses will be calculated proportionately based on the installed capacity outside Maharashtra connected to the ISTS network.</p>		<p>The Clause has been amended. Please refer to the Corrigendum for further details.</p>
				<p>We understand that TPC-D has considered ISTS transmission charges at ₹0.11 per kWh and transmission losses at ₹0.22 per kWh, based on the assumption that the Scheduled Commercial Operation Date (SCOD) of the projects will be on or before June 2027. However, if the SCOD is extended beyond June 2027, the applicable slabs for ISTS charges and losses are expected to change, which may result in TPC-D incurring additional transmission charges and losses.</p> <p>Kindly clarify the applicable ISTS transmission charges and transmission losses in the event that the SCOD of the projects is extended beyond June 2027.</p>	<p>These ISTS charges and losses are considered only for evaluation of bids. Hence there is no need to specify the transmission charges and losses for SCSD extension beyond June 27</p>	

			<p>result of e Reverse Auction, to the successful bidders as below;</p> <p>1. for Inter-State Project, LOA will be issued after deducting ISTS charges and ISTS losses (as provided by Tata Power-D before bid submission) from tariff discovered after e-Reverse Auction.</p> <p>2. for Intra-State Project, LOA will be issued at tariff discovered after e-Reverse Auction.</p> <p>It is further clarified that ISTS Charges and ISTS Losses quoted by bidder shall be remain unchanged during e-reverse auction.</p>		<p>Please clarify the instruction on page 33:</p> <p>“Kindly note that if project is located outside the state of Maharashtra i.e. inter-state project (Project connected to network other than Maharashtra STU) , then bidder shall quote the cost of ISTS transmission charges as Rs 0.11 per kwh and cost of transmission losses as Rs 0.22 per kwh, in addition to the tariff to be quoted. It is further clarified that ISTS Charges and ISTS Losses quoted by inter-state project shall be used for the purpose of evaluation of bids and it is only for the purpose of bringing inter-state projects at par with the intra-state projects.”</p> <p>How does this apply if part of the project is located in MH and part outside?</p>	<p>For projects with partial capacity in Maharashtra (connected to InSTS) and balance capacity outside Maharashtra (connected to ISTS), the ISTS transmission charges and losses will be calculated proportionately based on the proposed installed capacity outside Maharashtra connected to the ISTS network.</p>
					<p>Kindly confirm that LOA will be issued post deduction of the ISTS charges and Losses (mentioned in this clause) for RPDs who will offer ISTS project.</p>	<p>LOA will be issued after deducting ISTS Charges and Losses for ISTS Projects</p>
10	RFS	4.1.4	<p>In line with the O.M. issued by the Department of Expenditure, Ministry of Finance, vide No. 7/10/2021-PPD (1) dated 23.02.2023 and subsequent amendments and clarifications thereto, the Bidder shall meet the following criteria for its bid to be considered for evaluation under the RfS.</p>		<p>We request to kindly confirm if RPD can sub-contract/ procure material from the land border sharing countries. Will their be any requirement of that vendor also required to have valid registration with competent authorities.</p>	<p>Relevant and applicable Govt. notifications needs to be considered and complied by the Bidder</p>

11	RFS	4.2.1	<p>.....However, ESS technology/ tie-up can be changed by the RPD or may develop own ESS during the Term of the PPA with prior consent of Tata Power-D subject to the condition that there should not be any disruption in the Supply of Firm and Dispatchable RE Power including its Peaking availability as well as Annual CUF is maintained during the complete</p>		<p>Kindly confirm that RPD can tie-up with any third party for purchase of the ESS energy for fulfilling the conditions/obligations under RFS during the construction phase / during the PPA phase.</p>	<p>Yes, RPD may tie-up with any third party for ESS energy procurement to meet RfS obligations during both construction and PPA phases, subject to applicable provisions.</p>
					<p>Kindly confirm if the bidder is allowed to change the ESS technology, for example, from setting up their own plant to switching to a third party, or vice versa?</p>	<p>Yes, the bidder may change the ESS technology or switch between own setup and third-party tie-up with prior consent of Tata Power-D, subject to compliance with all PPA requirements.</p>
12	RFS	4.2.3	<p>The provisions as contained in the O.M. dated 10.03.2021 issued by MNRE on the subject “Approved Models and Manufacturers of Solar Photovoltaic Modules (Requirement of Compulsory Registration) Order, 2019-Implementation-Reg.” and its subsequent amendments and clarifications issued until the bid submission deadline, shall be applicable for this RfS. The modules used in the Projects under this RfS should have been included in the List-I under the above Order, valid as on the date of invoicing of such modules.</p>	<p>The provisions as contained in the O.M. dated 10.03.2021 issued by MNRE on the subject “Approved Models and Manufacturers of Solar Photovoltaic Modules (Requirement of Compulsory Registration) Order, 2019-Implementation-Reg.” and its subsequent amendments and clarifications issued until the bid submission deadline, shall be applicable for this RfS. The modules used in the Projects under this RfS should have been included in the List-I (for solar PV modules) and List-II (for Solar PV Cells) under the above Order, valid as on the date of invoicing of such modules.</p>	<p>We understand that as per the OM No. 283/59/2024-GRID-SOLAR dated 9th December, 2024, Amendment to ALMM Order for Implementation of ALMM for Solar PV Cells, All projects (including the projects bid out following the Guidelines issued by the Central Government under Section 63 of the Electricity Act 2003) that are covered under ALMM and where the last date of bid submission is after the date of issuance of this order (9th December 2024), shall have a clause in their tender documents / Request for Selection (RfS) documents that the solar PV modules and solar PV cells used in such projects shall be from the models and manufacturers included in ALMM List-I (for solar PV modules) and ALMM List-II (for solar PV cells).</p>	<p>The Clause has been amended. Please refer to the Corrigendum for further details.</p>

<p>Clarification request</p>	<p>With reference to the clause 1.1.11 of the RfS, Bidders, including its Affiliates, who have already commissioned RE plants/storage plants or in process of constructing such plants and have untied capacity may also participate in the bid.</p> <p>We have a commissioned project with untied capacity with Modules listed under ALMM List -I but the cells are imported from China. As you are aware, ALMM List-II (for solar PV cells) has not yet been notified by MNRE. Consequently, we are currently uncertain about which solar PV cells will qualify under this list.</p> <p>As per this clause of the RfS, already commissioned Solar PV Projects and those under construction with untied</p>	<p>As per amendment dated 09.12.2024 All projects (including the projects bid out following the Guidelines issued by the Central Government under Section 63 of the Electricity Act 2003) that are covered under ALMM and where the last date of bid submission is after the date of issuance of this order, the solar PV modules and solar PV cells used in such projects have to be from the models and manufacturers included in ALMM List-I (for solar PV modules) and ALMM List-II (for solar PV cells) and this condition will have to be followed irrespective of the date of commissioning, i.e. even if such projects get commissioned prior to 1st June 2026. Hence this condition has to be complied even for already commissioned RE Plants.</p>
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				Clarification request	<p>With reference to the clause 1.1.11 of the RfS, Bidders, including its Affiliates, who have already commissioned RE plants/storage plants or in process of constructing such plants and have untied capacity may also participate in the bid.</p> <p>If we are using Thin Film technology-based Solar PV Modules, which, as per Clause 9 of the Amendment to ALMM Order for Implementation of ALMM for Solar PV cells date 09.12.2024, are considered deemed compliant with the requirement of using solar PV cells from ALMM List-II, provided they are listed in ALMM List-I and manufactured in Integrated Solar PV Module Manufacturing units also enlisted in ALMM List-I.</p>	<p>Supporting documents to be provided are as follows:</p> <ol style="list-style-type: none"> 1. Proof that Thin Film Technology Solar PV Modules are used and the same are manufactured in Integrated Solar PV Module Manufacturing units also enlisted in ALMM List-I. 2. Undertaking that the RE plant is in complying with the requirements stipulated in ALMM Amendment Order
13	RFS	4.3.1 (i)	The Net Worth of the Bidder should be equal to or greater than INR 1.226 Crores/MW (Rs. 1,22,60,000/MW) of the quoted capacity, as on the last date of previous Financial Year, i.e. FY 2024-25 or as on the day at least 7 days prior to the bid submission deadline.	The Net Worth of the Bidder should be equal to or greater than INR 1.226 Crores/MW (Rs. 1,22,60,000/MW) of the quoted capacity, as on the last date of previous Financial Year, i.e. FY 2023-24 or FY 2024-25 or as on the day at least 7 days prior to the bid submission deadline.	<p>We would like to submit that the audited financial statements for FY 2024-25 are typically finalized and available only by 30th September 2025. Since the bid submission deadline is scheduled before 30th September 2025, the audited financials for FY 2024-25 may not be available in time for submission.</p> <p>In light of this, we kindly request you to allow the Financial Eligibility Criteria to be fulfilled based on the audited financial statements of FY 2023-24.</p>	The Clause has been amended. Please refer to the Corrigendum for further details.

14	RFS	4.3.2	<p>i) A minimum average annual turnover of INR 1.839 Crores/MW (Rs. 1,83,90,000/MW) of the quoted capacity during the last three Financial years ending on 31.03.2025.....</p> <p>ii) Internal resource generation capability, in the form of Profit Before Depreciation Interest and Taxes (PBDIT) for a minimum amount of INR 36.78 Lakhs/MW (Rs.36,78,000/MW) of the quoted capacity, as on the last date of previous FY, 2024- 25.....</p>	<p>i) A minimum average annual turnover of INR 1.839 Crores/MW (Rs. 1,83,90,000/MW) of the quoted capacity during the last three Financial years ending on 31.03.2024 or 31.03.2025.....</p> <p>ii) Internal resource generation capability, in the form of Profit Before Depreciation Interest and Taxes (PBDIT) for a minimum amount of INR 36.78 Lakhs/MW (Rs.36,78,000/MW) of the quoted capacity, as on the last date of previous FY, FY 2023-24 or 2024- 25.....</p>	<p>We would like to submit that the audited financial statements for FY 2024-25 are typically finalized and available only by 30th September 2025. Since the bid submission deadline is scheduled before 30th September 2025, the audited financials for FY 2024-25 may not be available in time for submission.</p> <p>In light of this, we kindly request you to allow the Financial Eligibility Criteria to be fulfilled based on the audited financial statements of FY 2023-24.</p>	<p>The Clause has been amended. Please refer to the Corrigendum for further details.</p>
15	RFS	5.4.2	<p>A) In case $(0.8 \times ST) \leq 250$ MW: all the techno-commercially qualified bidders whose financial bids are in line with the RfS provisions, will be shortlisted for e-RA. Accordingly, the no. of bidders shortlisted for e-RA, i.e., "n" = "T".</p> <p>B) In case $(0.8 \times ST) > 250$ MW: The lowest ranked bidder, i.e., the bidder quoting the highest tariff (the "H1 bidder") shall be eliminated at this stage, and the remaining Technically qualified bidders whose financial bids are in line with the RfS provisions, will be shortlisted for e-RA.</p> <p>Total eligible Bidders for e-Reverse Auction</p>	<p>A) In case $(0.8 \times ST) \leq 250$ MW: all the techno-commercially qualified bidders whose financial bids are in line with the RfS provisions, will be shortlisted for e-RA. Accordingly, the no. of bidders shortlisted for e-RA, i.e., "n" = "T".</p> <p>B) In case $(0.8 \times ST) > 250$ MW: The lowest ranked bidder, i.e., the bidder quoting the highest tariff (the "H1 bidder") shall be eliminated at this stage, and the remaining Technically qualified bidders whose financial bids are in line with the RfS provisions, will be shortlisted for e-RA.</p> <p>Total eligible Bidders for e-Reverse Auction</p>	<p>Considering the SCSD is 24 months from the Effective Date of the PPA, what is the latest permissible commissioning date of the selected ISTS substation (under CTU's plan) for which Tata Power-D may consider granting an SCSD extension in case of delays attributable to CTU as per Clause 6.8.3?</p>	<p>The Clause 5.4.2 and Clause 6.8.3.1 has been amended. Please refer to the Corrigendum for further details.</p>

16	RFS	5.5.3	<p>.....In case the partial capacity offered to the last Successful Bidder as per Cl. 5.4.2 above, is greater than or equal to 50% of the total quoted capacity by such Bidder, it shall be mandatory for the last Bidder to accept the partial capacity offered against its quoted capacity, subject to the total cumulative capacity awarded under the RfS not exceeding SE. In case the last Successful Bidder refuses to accept such partial capacity offered by Tata Power-D, the Bank Guarantee(s) against EMD submitted by such Bidder shall be encashed by Tata Power-D.</p>		<p>We kindly request that provisions be added to allow the RPD to refuse partial allocations where the allocated capacity is less than 50 MW, considering that the minimum capacity required for ISTS connectivity is 50 MW.</p>	<p>Any offered quantum below 50 MW for ISTS projects may be refused by the bidder, considering the minimum capacity requirement for ISTS connectivity. Please refer to the corrigendum for details.</p>
17	RFS	5.6.1	<p>At the end of selection process, Conditional Letters of Award (LoAs) will be issued to the Successful Bidders discovered as above. The Conditional LoAs shall be awarded for the Contracted Capacity as quoted by the respective successful bidder, or the partial capacity, as the case may be. In case of a Consortium being selected as the successful Bidder, the Conditional LoA will be issued to the Lead Member of the Consortium.</p>		<p>Kindly clarify the meaning of "conditional Letter of Award".</p>	<p>Conditional LOA means LOA which is subject to the adoption of tariff by Hon'ble commission i.e. MERC.</p>

18	RFS	5.6.2	In case Tata Power-D is unable to find buyers/off-takers for the tariffs as discovered after the bidding process, Tata Power-D reserves the right to annul the bid process without any financial implications to any of the parties concerned. Tata Power-D reserves the right to cancel any or all of the bids in view of higher tariff discovered after e-RA. In all cases, Tata Power-D's decision regarding selection of Bidder through Reverse Auction or other- wise based on tariff or annulment of tender process shall be final and binding on all participating bidders.		Considering that TATA is itself the buying entity in this Tender, the clause related to identifying buyers/offtakes is not applicable in this case. We request that the clause be amended accordingly.	The Clause has been amended. Please refer to the Corrigendum for further details.
19	RFS	6.2.1 (ii)	Firm and Dispatchable RE Power are required to be designed for interconnection with the ISTS substation at voltage level of 132 kV or above.	Firm and Dispatchable RE Power are required to be designed for interconnection with the ISTS substation at voltage level of 132 kV 33 kV or above.	In the state of Maharashtra, there are substations with available connectivity at the 33 kV level. Allowing the Inter-connection / Delivery / Metering Point at 33 kV for such projects will provide greater flexibility and additional options to the bidders in planning their projects, particularly in cases where access to higher voltage levels is limited or would lead to underutilization of infrastructure.	The Clause has been amended. Please refer to the Corrigendum for further details.

20	RFS	6.2.1 (v)	For a Contracted Capacity of 150 MW (for e.g.), the “Project Capacity/Installed Capacity” can be more than Contracted Capacity, i.e. 250 MW (for illustration purpose). Project Capacity shall mean rated AC capacities of RE components/ESS as declared to be installed under the PPA. It is to be noted that prior to commence of supply of power under the PPA, installation of the above rated capacity of RE components/ESS as declared in the PPA, will be verified by the Commissioning Committee		In a scenario, if HPD installs the quantum of Solar/Wind or ESS lesser than the declared capacity under the PPA considering the technology advancement / upgradation. How the same will be treated and what will be the penalties applicable for same.	Not permitted. The capacity committed in the PPA needs to be installed.
21	RFS	6.2.1 (ix)	The Firm and Dispatchable RE Power Configuration will be submitted by the bidder at the time of bid submission, and it shall remain unchanged until the issuance of LoA. The above configuration can be changed till the time of Financial closure. Also any change in delivery point(s) is /are allowed till the time of Financial closure. Provided that		Request Tata Power- D to kindly clarify if a successful bidder is allowed to change the project location from InSTS to ISTS and vice versa Conclusion of eRA ???	The Clause has been amended. Please refer to the Corrigendum for further details.
					We request to add provisions to allow RPD to install less than the declared capacity as well considering the technological advancement in renewable energy sector and Energy storage equipment's.	No change required. Bidder is requested to follow existing terms and conditions of bidding.

22	RFS	6.2.1 (x)	<p>Further, in case the Bidder chooses not to tie-up with any spare capacity until the bid submission deadline, subsequent tie-up with a spare capacity will not be allowed during the Term of the PPA. For avoidance of any doubt, it is hereby clarified that ESS, if any, may be constituted as part of the Project or may be tied-up separately with a third party, by the RPD for supply of power. However, it must be noted that in case the ESS is charged from non-RE power, such ESS will be construed to be the non-RE component.</p>	<p>Further, in case the Bidder chooses not to tie-up with any spare capacity until the bid submission deadline, subsequent tie-up with a spare capacity will not be allowed during the Term of the PPA. For avoidance of any doubt, it is hereby clarified that ESS, if any, may be constituted as part of the Project or may be tied-up separately with a third party, by the RPD for supply of power. However, it must be noted that in case the ESS is charged from non-RE power, such ESS will be construed to be the non-RE component.</p>	<p>Clause 6.2.1 (ix) of RfS states that .....However, subject to provision of Clause no. 4.2.1, the RPD is allowed to increase/install additional RE generating capacity and/or Energy storage System (ESS) subsequent to the above deadline/beyond SCSD for the purpose of repowering and/or increase the quantum of Renewable Energy beyond the level initially committed.....</p> <p>In line with the above provision, we request that tie-up with any spare ESS capacity available with a third party be permitted even beyond the Scheduled Commissioning Date (SCSD), provided all supply obligations under the PPA are duly met. This will allow optimal utilization of available infrastructure while ensuring adherence to contracted</p>	<p>It is allowed, provided all supply obligations under the PPA are duly met.</p>
				<p>Please confirm that this provision will not apply to the excess power generated from the plant. RPD will be allowed to sell the excess power on the power exchange or to a third party.</p> <p>Kindly confirm.</p>	<p>Yes, this provision will not apply to excess power. The RPD is allowed to sell excess power on the power exchange or to a third party.</p>	
				<p>Kindly confirm that if a bidder has not tied up for ESS with anyone else at the time of bid submission, they can subsequently, during the construction phase or the PPA phase, opt to tie up with a third party for the supply of power through ESS?</p>	<p>No, the bidder must have an ESS tie-up arrangement in place at the time of bid submission. Subsequent tie-ups during the construction or PPA phase without prior disclosure are not permitted.</p>	

23	RFS	6.6.1	.....Minimum voltage level for interconnection at the ISTS or at Maharashtra InSTS shall be 132 kV.....	.....Minimum voltage level for interconnection at the ISTS or at Maharashtra InSTS shall be 132 33 kV.....	In the state of Maharashtra, there are substations with available connectivity at the 33 kV level. Allowing the Inter-connection / Delivery / Metering Point at 33 kV for such projects will provide greater flexibility and additional options to the bidders in planning their projects, particularly in cases where access to higher voltage levels is limited or would lead to underutilization of infrastructure.	The Clause has been amended. Please refer to the Corrigendum for further details.
24	RFS	6.6.5	<p>The Bidders are free to choose the ISTS or InSTS substations for Interconnection of the Project to the Grid on a pan-India basis. While doing so, the Bidders shall apply due diligence while choosing the proposed substation, and may choose their substations from any one of the following options:</p> <p>i) Existing substations having available margin as indicated by the respective substation owner.</p> <p>ii) Existing substations/ substations under construction where augmentation is under process or plans for augmentation have been announced.</p> <p>iii) Substations approved under the updated plan made available by the CTU on its website, subject to</p>		<p>With reference to the clause 6.6.5 of the RfS, bidders are allowed to choose the ISTS/InSTS substation as below-</p> <p>a. Existing substations having available margin as indicated by the respective substation owner.</p> <p>b. Existing substations/ substations under construction where augmentation is under process or plans for augmentation have been announced.</p> <p>c. Substations approved under the updated plan made available by the CTU on its website, subject to availability of requisite margin for grant of connectivity.</p> <p>Based on the above provisions, we understand that bidders may select substations from this list, including ISTS substations with a Scheduled Commercial Operation Date (SCOD) beyond June 2027.</p>	<p>Bidders are free to choose any ISTS/InSTS substation as per their own due diligence in line with terms and conditions of Rfs and PPA, However, it's the responsibility of bidder to complete the project within the timeframe provided in the RfS. Any delay in commencement of supply of power beyond the SCSD shall be to the account of RPD and RfS clause 6.8.2 shall be followed. Kindly refer RfS corrigendum for details.</p>

25	RFS	6.6.5 (iii), 6.8.2 (i), 6.8.3	<p>Clause 6.6.5 (iii): Substations approved under the updated plan made available by the CTU on its website, subject to availability of requisite margin for grant of connectivity.</p> <p>Bids indicating substations outside the above three choices will be liable for rejection.</p> <p>Note: In case Bidder has already secured connectivity at any substation (s) specified under Clause 6.6.5, bid indicating such substation(s) shall also be considered.</p> <p>Clause 6.8.2 (i): The Scheduled Commencement of Supply of power Date (SCSD) for the full contracted capacity shall be the date as on 24 months from the</p>		<p>We seek clarification on whether a bidder may select an ISTS substation (as per Clause 6.6.5 (iii)) whose commissioning is scheduled post 1 May 2027, provided the bidder still meets SCSD within 24 months of PPA Effective Date, and subject to Clause 6.8.3.</p>	<p>It is clarified that Bidders are free to choose any ISTS/InSTS subsatation as per their own due diligence in line with terms and conditions of Rfs and PPA, However, it's the responsibility of bidder to complete the projects within the timeframe provided in the RfS. Any delay in commercement of supply of power beyond the SCSD shall be to the account of RPD and RfS clause 6.8.2 shall be followed.</p> <p>The Clause 6.8.3.1 has been amended. Please refer to the Corrigendum for further details.</p>
26	RFS	6.7.1 (a)	<p>The procurement shall be in power (MW) terms. The RPD shall supply the contracted capacity of Firm and Dispatchable Power from Renewable Energy (RE) Power Projects based on generating system(s) including solar, wind or any other renewable resource as defined by MNRE for supply of RE Power combined with Energy Storage System keeping the availability of minimum 90 % during peak hours of contracted capacity in MW.</p>		<p>Request Tata Power - D to kindly reduce the Peak hour availability as 70 % monthly and 85% Annually and Higher of the two Penalties should be applicable to RPD (with annual reconcilliation).</p> <p>This will enable RPD to de risk the peak hour availability penalty during low Solar/wind generation Months.</p>	<p>No change required. Bidder is requested to follow existing terms and conditions of bidding.</p>
27	RFS	6.7.1(b)	<p>The Bidders will declare the annual CUF for the contracted capacity at the time of submission</p>		<p>We understand that there is no upper limit on declared CUF.</p>	<p>No change required. Bidder is requested to follow existing terms and conditions of bidding.</p>

		<p>of response to RfS. The declared annual CUF shall in no case be less than 40%. 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% and -10 % of the declared value till the end of the PPA duration of 25 years.</p>		<p>Request Tata Power - D to kindly Consider the following modification to the clause inline with similar tenders by other Discoms/REIAs</p> <p>RPD shall maintain generation so as to achieve annual CUF (for supply of power in hours other than Peak Hours) within (+) 10% and (-) 15% of the declared value till the end of 10 years from COD and within (+10%) and (-20%) of the declared value of the annual CUF thereafter till the end of the PPA duration of 25 years.</p>	<p>The Clause has been amended. Please refer to the Corrigendum for further details.</p>
				<p>6.7.1. b) restricts annual CUF revision in the first year to 90% of the initial declared CUF. This is more restrictive than tender bidding guidelines. This could cause RPDs to be more conservative and so declare lower CUFs. In the worst case, a lower than required CUF could may require curtailment to avoid penalties (since 6.7.3 restricts sale of power to third parties if the contracted capacity for that time-block is not fulfilled)</p>	<p>No change required. Bidder is requested to follow existing terms and conditions of bidding.</p>

28	RFS	6.7.1 (c)	<p>The RPD shall be allowed to schedule/supply only upto 50% of the contracted capacity of Firm and Dispatchable Power (in MW) from Renewable Energy (RE) Power Projects, during 11:00 hours to 15:00 hours, for the initial 3 years. For the remaining 22 years of PPA period, there shall be no such restriction on scheduling of power.</p>		<p>We understand the clause, but request Tata Power -D to kindly clarify how the annual CUF will be calculated considering the limitation on power inflow during the 1100 - 1500 hours for first three years ? Since the Successful bidder will be unfairly penalised for not being able to meet CUF commitments provided limitation on Power Supply during 1100-1500 hours.</p> <p>We request further clarification/suggestion on the same :-</p> <p>1- Since the PPA timeline for different bidders may vary on the basis rediness of chosen ISTS/InSTS - MH substation, Request Tata Power -D to kindly fix the date of this limitation of Power Injection that would be common to all the success ful bidders.</p>	<p>CUF calculation Illustration has been incorporated.Please refer to the Corrigendum for further details. Further, it is clarified that the 50% scheduling restriction shall remain applicable until 30th September 2030.</p>
					<p>The upper cap of the Contracted Capacity (CC) for scheduling and supply is defined in this clause. However, we kindly request you to confirm if there is a minimum capacity that the bidder is required to fulfil in order to avoid any penalties.</p>	<p>There is no minimum capacity that the bidder is required to fulfill to avoid penalties.</p>
					<p>Kindly confirm if RPD plant is generating power >50% Contracted capacity, will they be allowed to sell such excess power to any third party / bi-lateral exchange.</p>	<p>Yes excess power can be sold to any third part/bi-lateral exchange.</p>
					<p>What is the reason for the restriction on scheduling during PV hours for the first 3 years? This will increase the tariff due to the RPD needing to take on merchant exposure of power for PV hours for the first 3 years.</p>	<p>This is as per the load profile requirement of Tata Power-D</p>

29	RFS	6.7.1 (f)	<p>The peak hours shall be from 17:00 Hours to 24:00 Hours, out of which any 4 hours of a day shall be chosen by Tata Power-D, for offtake of power, on a daily basis. Energy Storage Systems (ESS) shall constitute part of the Project. It is clarified that ESS charged using a source other than RE power would not qualify as RE power. The RPD is mandated to install ESS capacity @minimum 250 kWh per MW capacity being contracted under the PPA. However, the RPD may install ESS of higher capacity and shall design the FDRE project configuration so as to achieve the stipulated peak hours availability and annual generation from the project. The RPD may supply the required energy during Peak Hours either from the stored energy in the ESS</p>		Request Tata Power - D to clarify if the mandated to install ESS capacity @minimum 250 kWh per MW capacity being contracted under the PPA will be considered as nameplate installed capacity of BESS or BESS Capacity at POI/ Metering Point.	No change required. Bidder is requested to follow existing terms and conditions of bidding.
					We kindly request for clarification that in case if the Solar component will be generating during the hours say 17:00 Hrs to 18:00 Hrs, will that be counted under Peak fulfilment?	Yes, solar generation during 17:00 to 18:00 Hrs will be counted under Peak fulfilment, provided this duration is a part of 4 hours declared by Tata Power-D, on daily basis.
					Kindly confirm whether the minimum ESS requirement of 250 kWh per MW is applicable for the entire 25-year period. Specifically, we seek clarification on whether the bidder is required to maintain this as the minimum dispatchable capacity throughout the term, or if the requirement pertains only to the installed capacity at the time of commissioning.	Yes, the minimum ESS requirement of 250 kWh per MW is applicable throughout the entire 25-year period and must be maintained as the minimum dispatchable capacity during the term.

30	RFS	6.7.1 (k)	<p>It is to be noted that the summation of generation schedule of RE Power by the Procurer from multiple sources and/or locations cannot be more than the Contracted Capacity specified in the RfS or PPA, considering the applicable losses. The Generator may, however, apply for connectivity and GNA (if applicable), in accordance with extant Regulations.</p>		<p>Given the scenario where the project is located at multiple locations and has connectivity for a capacity greater than the contracted capacity, and further, considering that the cumulative production exceeds the contracted capacity, we understand that the bidder be allowed to sell such excess energy to third parties or on the exchange without requiring an NOC.</p> <p>Accordingly, Tata may please confirm that if the bidder is allowed to inject the generated power into the grid in excess of the contracted capacity such that it can fulfil the obligations to Tata and also sell the excess generation as applicable.</p>	<p>Yes, the bidder is allowed to inject power into the grid in excess of the contracted capacity to fulfill obligations to Tata Power-D and sell the excess generation to third parties or on the power exchange, subject to prevailing rules and regulations.</p>
31	RFS	6.7.2 (c)	<p>6.7 Power Supply by the Firm and Dispatchable RE Power Developer: 6.7.2 Shortfall in Firm and Dispatchable RE Power Offered: (c.) In case of shortfall in the availability of contracted capacity during peak hours and the supply of energy corresponding to minimum CUF as specified in Clauses 6.7.2 (a) and 6.7.2 (b) respectively, for reasons attributable to RPD, the RPD shall be liable to pay to the Procurer, penalty for such shortfall in availability and supply of energy. Penalty for not meeting the stipulated availability during peak hour and supply of energy on annual basis shall be equal to one and a half times the tariff for the</p>	<p>6.7 Power Supply by the Firm and Dispatchable RE Power Developer: 6.7.2 Shortfall in Firm and Dispatchable RE Power Offered: (c.) In case of shortfall in the availability of contracted capacity during peak hours and the supply of energy corresponding to minimum CUF as specified in Clauses 6.7.2 (a) and 6.7.2 (b) respectively, for reasons attributable to RPD, the RPD shall be liable to pay to the Procurer, penalty for such shortfall in availability and supply of energy. Penalty for not meeting the stipulated availability during peak hour</p>	<p>This will ensure broader participation in the tender and allow the bidders to pose a competitive bid.</p>	<p>No change required. Bidder is requested to follow existing terms and conditions of bidding.</p>

32	RFS	6.7.2 d)	The performance criteria as per Clause 6.7.1 above shall not be applicable for the Contract Year ending on 31st March immediately after SCSD of the contracted capacity.	The performance criteria as per Clause 6.7.1 above shall not be applicable for the initial three (3) Contract Year ending on 31st March immediately after SCSD of the contracted capacity in view of the scheduling restriction specified under Clause 6.7.1(c).	<p>Considering that the RPD is expressly restricted from scheduling/supplying more than 50% of the contracted capacity between 11:00 hours and 15:00 hours for the initial 3 years, this operational limitation will directly impact the ability of the RPD to meet the declared CUF requirements during this period.</p> <p>In light of the above, we respectfully request that appropriate relaxation in the CUF compliance requirement be provided for the entire initial 3-year period during which the restriction under Clause 6.7.1(c) is in effect. This will ensure alignment between the operational constraint imposed and the performance evaluation criteria.</p>	CUF calculation Illustration has been incorporated. Please refer to the Corrigendum for further details. Further, it is clarified that the 50% scheduling restriction shall remain applicable until 30th September 2030.
33	RFS	6.7.3	In order to allow optimization of operation of RE power plant, the RPD is allowed to supply power from the RE power plant in excess of contracted capacity, to any third party or power exchange without requiring any No-Objection Certificate (NOC) from the Procurer. The RPD may also sell the power which was offered on day ahead basis to the Procurer (within Contracted Capacity) but not scheduled by the Procurer, to any third party or in power exchange without requiring NOC from the Procurer. However, it may be noted that at any instance of energy supply from the Project, priority shall be accorded to meet the energy requirements as per PPA, before selling any quantum		6.7.3 restriction on sale to third parties while PPA demand remains unfulfilled is unnecessary since there are already penalties applicable in case of shortfall of peak hours or annual CUF shortfall.	No change required. Bidder is requested to follow existing terms and conditions of bidding.

34	RFS	6.8.1	<p>Part Commencement of Supply of Power of the Project shall be accepted by Tata Power-D subject to the condition that the Minimum Capacity for acceptance of first and subsequent part(s) shall be 50 MW (with the last part being the balance Contracted Capacity), without prejudice to the imposition of penalty, in terms of the PPA on the part which has not yet commenced supply of power.....</p>	<p>Part Commencement of Supply of Power of the Project shall be accepted by Tata Power-D subject to the condition that the Minimum Capacity for acceptance of first and subsequent part(s) shall be 25 MW or 50% of allocated capacity (whichever is lower) for Projects located in North-Eastern States or Projects connected to Maharashtra InSTS and 50MW (for Inter state projects) (with the last part being the balance Contracted Capacity), without prejudice to the imposition of penalty, in terms of the PPA on the part which has not yet commenced supply of power.</p>	<p>As per the RfS conditions, for Projects located in North-Eastern States or Projects connected to Maharashtra InSTS, the minimum quantum of Contracted Capacity that can be offered by a Bidder (including its Parent, Affiliate, Ultimate Parent, or any Group Company) is 25 MW. Therefore, in line with this provision, it is proposed that for such projects, the minimum capacity for part commencement of supply should be 25 MW or 50% of the allocated capacity (whichever is lower). For Inter-State projects, the minimum capacity should remain 50 MW. This alignment will ensure consistency with the minimum bid capacity requirements specified in the RfS</p>	<p>For Projects located in North-Eastern States or Projects connected to Maharashtra InSTS, the Minimum Capacity for acceptance of first and subsequent part(s) shall be 25 MW. Even for part supply of power RPD shall comply to the CUF and peak hours availability requirement as per the RfS.</p>
35	RFS	6.9.11	<p>.....The term "Performance Bank Guarantee (PBG)" occurring in the RfS shall be read as "Performance Bank Guarantee" (PBG)/Payment on Order Instrument (POI)"</p>	<p>.....The term "Performance Bank Guarantee (PBG)" occurring in the RfS shall be read as "Performance Bank Guarantee" (PBG)/Payment on Order Instrument (POI)/Insurance Surety Bond"</p>	<p>As per the amendment dated 12th February 2025 to the Guidelines for Tariff Based Competitive Bidding Process for Procurement of Firm and Dispatchable Power from Grid Connected Renewable Energy Power Projects with Energy Storage Systems, a new form of instrument – Insurance Surety Bond – has been recognized as a valid mode for furnishing Performance Bank Guarantee(PBG). The amendment allows for instruments that are payable unconditionally, similar to a Bank Guarantee, or any other instrument approved under the General Financial Rules (GFR), as amended from time to time by the Central Government.</p> <p>In view of the above, we kindly request you to allow the submission of Insurance Surety Bonds against PBG</p>	<p>The Clause has been amended. The new Format 7.3 E incorporated. Please refer to the Corrigendum for further details.</p>

36	RFS	6.12.1	The Projects shall achieve Financial Closure by the date as on 12 months prior to the SCSD/extended SCSD.		Request Tata Power - D to kindly revise the time line of Financial Closure by the date as on 6 months prior to the SCSD/extended SCSD.	No change required. Bidder is requested to follow existing terms and conditions of bidding. Format 7.9 (format for technical criteria) 1st Para, to be suitably modified to incorporate FC timeline as 12 months from effective date of PPA
37	RFS	Format 7.8	Format For Disclosure We further understand that the List-I (Solar PV Modules) of ALMM Order, Annexure-I of the OM, issued by MNRE on 10th March, 2021 will be updated by MNRE from time to time. We also understand that the Modules to be procured for this project, shall be from the List-I of the ALMM Order applicable on the date of invoicing of such modules.		Kindly clarify whether the provisions as contained in O.M: 283/59/2024-GRID SOLAR dated 09/12/2024 Order for implementation of ALMM for solar PV cells issued by MNRE and its subsequent amendments and clarifications issued until the bid submission deadline, shall be applicable for this RfS. Relevant clauses in RfS and PPA also needs to be modified to capture the above request.	The Clause has been amended. Please refer to the Corrigendum for further details.
38	RFS	Format 7.10	Details in format - Peak Hours Availability on monthly basis (Minimum 90 %) - Details to be submitted in case of tie-up with spare capacity of a RE Power component - Power supply profile of offered capacity		Kindly confirm that the details declared in this format 7.10 can be changed at later stage, post execution of PPA and project implementation.	No change required. For more clarification Bidder is requested to follow existing terms and conditions of bidding for maintaining peak hours availability, details as per sr no 7 and 8 may change.
39	RFS	Format 7.11	Proof of tie-up with RE power capacity/ESS (if applicable)		Kindly clarify, whether this format is applicable in case the bidder is installing both the RE plant and BESS	Not applicable in case the bidder is installing both the RE plant and BESS.
40	RFS		Capacity of Solar and wind component		As per our understanding, there is no restriction regarding the minimum installed capacity of the solar and wind components. The bidder may install the solar and wind components at its discretion, based on the proposed configuration. Kindly confirm the same.	No restriction regarding the minimum installed capacity of solar and wind components

41	PPA	2.1.3(A)	A. Due Adoption of the Tariff by the Maharashtra Electricity Regulatory Commission (MERC) on the application/Petition filed for the said purpose;		As per the clause 2.1.3(A) tariff adoption will be filed before MERC and 2.1.4 it says that the order of adoption of Tariff and/or procurement approval from CERC and/or MERC as required We request you to kindly align both the clauses.	The Clause 2.1.4 has been amended. Please refer to the Corrigendum for further details.
42	PPA	4.2.6	.....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.		Kindly modify the clause to include that in case of extension of SCSD/extended SCSD due to reasons like Force Majeure events/ delay in grant of Connectivity/ delay operationalization of connectivity then RPD shall be not responsible for any ISTS Charges and losses.	The Clause has been amended. Please refer to the Corrigendum for further details.
43	PPA	12.1.1	Article 12 -12.1.1 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,.....	.....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 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,.....	This modification is proposed in line with point (iv) of the 'Amendment to the Guidelines for Tariff Based Competitive Bidding Process for Procurement of Firm and Dispatchable Power from Grid Connected Renewable Energy Power Projects with Energy Storage Systems' dated 12th February 2025, which states: 'The provisions for Change in Law shall be in accordance with the Electricity (Timely Recovery of Costs due to Change in Law) Rules, 2021 and amendments thereof issued from time to time. Further, the term Change in Law ("CIL") shall refer to the occurrence of any event related to the project from seven (7) days prior to the last date of Bid Submission.' Accordingly, it is requested that the definition of 'Change in Law' in the RfS	The Clause has been amended. Please refer to the Corrigendum for further details.