

**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**

(RfS No.: TPCD/FDRE/FY26/301)

Corrigendum to RFS

**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: Clause 1.1.10 of RfS - CAPACITY OFFERED

The minimum quantum of power that can be offered by the Bidder shall be 50 MW and the maximum quantum of power shall be 250 MW. The total cumulative capacity of power to be awarded under this RfS shall be 250 MW.

A Bidder, including its Parent, Affiliate or Ultimate Parent or any Group Company shall submit a single bid offering a minimum quantum of Contracted Capacity of 50 MW and a maximum quantum of 250 MW, in the prescribed formats. 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.

Note: In case a common Company/Companies directly or indirectly hold(s) more than 10% but less than 26% shareholding in more than one Bidder participating in the RfS, each of such Bidders will be required to submit the Disclosure as per Format 7.8A. In all other cases, Format 7.8 will be applicable.

TO BE READ AS

The minimum quantum of power that can be offered by the Bidder shall be 50 MW and the maximum quantum of power shall be 250 MW. The total cumulative capacity of power to be awarded under this RfS shall be 250 MW.

*A Bidder, including its Parent, Affiliate or Ultimate Parent or any Group Company shall submit a single bid offering a minimum quantum of Contracted Capacity of 50 MW and a maximum quantum of 250 MW, in the prescribed formats. 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 5 MW only.***

***Note:** In case a common Company/Companies directly or indirectly hold(s) more than 10% but less than 26% shareholding in more than one Bidder participating in the RfS, each of such Bidders will be required to submit the Disclosure as per Format 7.8A. In all other cases, Format 7.8 will be applicable.*

S.No 2: Clause 1.3 of RfS - BID INFORMATION SHEET

11	Last Date and Time for submission of Online Bids	04.06.2025 till 17:00 hours
12	Last Date and Time for submission of Hard Copy of Documents	06.06.2025 till 14:00 hours
13	Date & Time of Opening of Technical Bid.	06.06.2025 till 15:00 hours

TO BE READ AS

11	<i>Last Date and Time for submission of Online Bids</i>	<u>25.06.2025 till 17:00 hours</u>
12	<i>Last Date and Time for submission of Hard Copy of Documents</i>	<u>27.06.2025 till 14:00 hours</u>
13	<i>Date & Time of Opening of Technical Bid.</i>	<u>27.06.2025 till 15:00 hours</u>

S.No 3: Clause 2.27 of RfS - INTER-CONNECTION POINT/DELIVERY/METERING POINT

“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 Meters) Regulations, 2006 as amended and revised from time to time.

TO BE READ AS

“INTER-CONNECTION POINT/DELIVERY/METERING POINT” shall mean a single point or multiple points at **33 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 Meters) Regulations, 2006 as amended and revised from time to time. While the connectivity is allowed on 33kV and above levels, delivery point shall be maintained as CTU periphery and Maharashtra STU periphery for projects outside Maharashtra and inside Maharashtra state respectively. Scheduling, billing and energy accounting shall happen on delivery point and all the charges and losses till the delivery point shall be borne by the developer/RPD.

S.No 4: Clause 2.41 of RfS - POOLING SUBSTATION/POOLING POINT

“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 for metering and forecasting and scheduling of individual Projects components. The losses in the common transmission system up to the injection point shall be apportioned to the individual Projects for the purpose of billing.

TO BE READ AS

*“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/InSTS 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 for metering and forecasting and scheduling of individual Projects components. The losses in the common transmission system up to the injection point shall be apportioned to the individual Projects for the purpose of billing.*

S.No 5: Clause 3.10.1 of RfS - EARNEST MONEY DEPOSIT (EMD)

Above EMD shall be submitted in form of Bank 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.

TO BE READ AS

*Above EMD shall be submitted in form of Bank Guarantee/Insurance Bond as per Format 7.3.A/7.3.E and shall be **valid for 6 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.*

S.No 6: Clause 3.10.6 of RfS - EARNEST MONEY DEPOSIT (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) towards/ against EMD”.

TO BE READ AS

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 EMD".

S.No 7: Clause 3.14.2.(II).2 of RfS - FINANCIAL BID (SECOND ENVELOPE)

2) 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.

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 result of e- Reverse Auction, to the successful bidders as below;

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.
2. for Intra-State Project, LOA will be issued at tariff discovered after e-Reverse Auction.

It is further clarified that ISTS Charges and ISTS Losses quoted by bidder shall be remain unchanged during e-reverse auction.

TO BE READ AS

2) *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.

Kindly note that if project is located outside the state of Maharashtra i.e. interstate 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.

For proposed projects with partial capacity in Maharashtra (connected to InSTS) and balance capacity outside Maharashtra (connected to ISTS), the ISTS transmission charges and losses are to be considered proportionately based on the installed capacity outside Maharashtra connected to the ISTS network. An illustration has been provided below:

Particulars	InSTS	ISTS	Values
Bid / Contracted Capacity (MW)	150	50	200
Bid// Contracted Capacity Weightage (%)	75%	25%	100%
Tariff (Rs./kWh)	4	4	
Interstate Transmission Charges & Losses (Rs./kWh)	0	0.33	
Total Tariff (Rs./kWh)	4	4.33	
Weighted Average Tariff Quoted (Rs./kWh)	-	-	4.08
ISTS Charges and Losses (Rs./kWh)- (25% of 0.33 Rs./kWh)	-	-	0.08
Tariff for LOA (Rs./kWh)	-	-	4.00

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 result of e- Reverse Auction, to the successful bidders as below;

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. However, for partial capacity connected to InSTS and partial capacity connected to ISTS, transmission charges and losses will be deducted on proportionate basis, as illustrated above.

2. for Intra-State Project, LOA will be issued at tariff discovered after e-Reverse Auction.

It is further clarified that ISTS Charges and ISTS Losses quoted by bidder shall be remain unchanged during e-reverse auction.

S.No 8: Clause 4.2.3 of RfS - TECHNICAL ELIGIBILITY CRITERIA

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.

TO BE READ AS

*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 **including amendment dated 09.12.2024 for Solar PV Cells** 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 **and the cells used in the Projects under this RfS should have been included in the List-II**, valid as on the date of invoicing of such modules.*

S.No 9: Clause 4.3.1 (i) of RfS - NET-WORTH

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. In case the Audited Accounts for FY 2024-25 is not available, bidders shall submit Net Worth Certificate from a practicing Chartered Accountant/Statutory Auditor to demonstrate fulfillment of above criteria.

TO BE READ AS

*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 **FY 2023-24 or** FY 2024-25 or as on the day at least 7 days prior to the bid submission deadline. In case the Audited Accounts for FY 2024-25 is not available, bidders shall submit Net Worth Certificate from a practicing Chartered Accountant/Statutory Auditor to demonstrate fulfillment of above criteria.*

S.No 10: Clause 4.3.2 of RfS - LIQUIDITY

- (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, which should be evidenced by Audited Balance Sheet along with Profit & Loss account or a certificate issued by a practicing Chartered Accountant. In case the audited Annual accounts for FY: 2024-25 is not available, bidders shall submit Annual turnover certificate

for FY: 2024-25 from a practicing Chartered accountant/Statutory Auditor to demonstrate fulfillment of above criteria. It is hereby clarified that "Other Income" as indicated in the annual accounts of the Bidder shall not be considered for arriving at the annual turnover.

- (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, or as on the day at least 7 days prior to the bid submission deadline.

TO BE READ AS

- (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, which should be evidenced by Audited Balance Sheet along with Profit & Loss account or a certificate issued by a practicing Chartered Accountant. In case the audited Annual accounts for FY: 2024-25 is not available, bidders shall submit Annual turnover certificate for FY: 2024-25 from a practicing Chartered accountant/Statutory Auditor to demonstrate fulfillment of above criteria. It is hereby clarified that "Other Income" as indicated in the annual accounts of the Bidder shall not be considered for arriving at the annual turnover.*
- (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 **FY 2023-24** or FY, 2024- 25, or as on the day at least 7 days prior to the bid submission deadline.*

S.No 11: Clause 5.4.2 of RfS –Reverse Auction (Step 3)

"

Note:

- i) In case more than one bidder is ranked as "H1" bidder, i.e., such bidders are at the same tariff, all such bidders will be eliminated at this stage.
- ii) The above elimination will take place subject to the condition that the total bid capacity after such elimination remains more than 250 MW and the minimum number of shortlisted bidders for e-RA, after elimination at this stage, remains 3. In the contradictory scenario, no elimination will take place at this stage.

....."

TO BE READ AS

"

Note:

- iii) *In case more than one bidder is ranked as "H1" bidder, i.e., such bidders are at the same tariff, all such bidders will be eliminated at this stage.*
- iv) *The above elimination will take place subject to the condition that the total bid capacity after such*

*elimination remains more than 250 MW and the minimum number of shortlisted bidders for e-RA, after elimination at this stage, **remains 8**. In the contradictory scenario, no elimination will take place at this stage.*

.....”

S.No 12: Clause 5.5.3 of RfS - Illustration: Following example provides a possible illustration of the above methodology:

“

In case the partial capacity offered to the last Successful Bidder as per Cl. 5.4.2 above, is lower than 50% of the total quoted capacity by such Bidder, the Bidder shall have an option to refuse such offered partial capacity, and the BG against EMD submitted by such Bidder shall be returned along with those of the unsuccessful Bidders. Such refusal shall be intimated to Tata Power-D within 7 days of completion of e-RA or not later than 7 days of issuance of LoAs by Tata Power-D, failing which, the awarded capacity shall be deemed to be accepted by the said Bidder.

.....”

TO BE READ AS

“

*In case the partial capacity offered to the last Successful Bidder as per Cl. 5.4.2 above, is lower than 50% of the total quoted capacity by such Bidder **or 50 MW for ISTS connected projects**, the Bidder shall have an option to refuse such offered partial capacity, and the BG against EMD submitted by such Bidder shall be returned along with those of the unsuccessful Bidders. Such refusal shall be intimated to Tata Power-D within 7 days of completion of e-RA or not later than 7 days of issuance of LoAs by Tata Power-D, failing which, the awarded capacity shall be deemed to be accepted by the said Bidder.*

.....”

S.No 13: Clause 5.6.2 of RfS - FINANCIAL BID (SECOND ENVELOPE)

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 otherwise based on tariff or annulment of tender process shall be final and binding on all participating bidders.

TO BE READ AS

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.

S.No 14: Clause 6.2.1 (ii) of RfS - FIRM AND DISPATCHABLE RE POWER CONFIGURATION

Firm and Dispatchable RE Power are required to be designed for interconnection with the ISTS substation at voltage level of 132 kV or above.

TO BE READ AS

Firm and Dispatchable RE Power are required to be designed for interconnection with the ISTS substation at voltage level of 33 kV or above.

S.No 15: Clause 6.2.1 (ix) of RfS - FIRM AND DISPATCHABLE RE POWER CONFIGURATION

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 any extension in SCSD on account of such change (s) in configuration / delivery point / project location shall not be granted. Implications of any delay in obtaining connectivity and subsequently, compliance with financial closure / commencement of supply of power on account of the above, will be borne by the RPD. 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. In case the rated capacities of the RE components are increased subsequent to the above deadline/beyond SCSD and such addition of RE Capacity leads to any additional transmission/other charges upon Procurer, as per the applicable regulations, then such additional transmission/other charges shall be borne by the RPD.

TO BE READ AS

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.

Change in project location is allowed subject to the following conditions:

- (i) **If the project location is changed from one InSTS location to another InSTS location, it is allowed without any changes in LoA or PPA tariff.**
- (ii) **If the project location is changed from one ISTS location to another ISTS location, it is allowed without any changes in LoA or PPA tariff.**
- (iii) **If the project location is changed from an ISTS location to an InSTS location, it is allowed; without any change in mentioned tariff in LoA or PPA.**
- (iv) **If the project location is changed from an InSTS location to an ISTS location, it is allowed, however ISTS charges and losses shall be deducted at the rate of Rs. 0.33/kWh, from the LoA or PPA tariff proportionate to the capacity being shifted from InSTS to ISTS and supplementary PPA shall be signed with new tariff.**

Provided that any extension in SCSD on account of such change (s) in configuration / delivery point / project location shall not be granted. Implications of any delay in obtaining connectivity and subsequently, compliance with financial closure / commencement of supply of power on account of the above, shall be borne by the RPD. 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. In case the rated capacities of the RE components are increased subsequent to the above deadline/beyond SCSD and such addition of RE Capacity leads to any additional transmission/other charges upon Procurer, as per the applicable regulations, then such additional transmission/other charges shall be borne by the RPD.

S.No 16: Clause 6.4.1 of RfP - MAXIMUM ELIGIBILITY FOR CONTRACTED CAPACITY ALLOCATION FOR A BIDDER

“

A Bidder, including its Parent, Affiliate or Ultimate Parent or any Group Company shall submit a single bid offering a minimum quantum of Contracted Capacity of 50 MW and a maximum quantum of 250 MW, in the prescribed formats. 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.

.....”

TO BE READ AS

“

*A Bidder, including its Parent, Affiliate or Ultimate Parent or any Group Company shall submit a single bid offering a minimum quantum of Contracted Capacity of 50 MW and a maximum quantum of 250 MW, in the prescribed formats. 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 5 MW only.***

.....”

S.No 17: Clause 6.6.1 of RfS - CONNECTIVITY WITH THE GRID AT INTERCONNECTION POINT/DELIVERY POINT

The Project should be designed for interconnection with the ISTS or InSTS in accordance with the prevailing CERC/MERC regulations in this regard. For interconnection with the grid and metering, the RPD shall abide by the applicable Grid Code, Grid Connectivity Standards, Regulations on Communication System for transmission of electricity and other regulations/procedures (as amended from time to time) issued by Appropriate Commissions and Central Electricity Authority (CEA). Minimum voltage level for interconnection at the ISTS or at Maharashtra InSTS shall be 132 kV. Different components of RTC power i.e., solar, wind and any other source or storage, can be connected with the grid at different ISTS or Maharashtra InSTS sub-stations.

TO BE READ AS

*The Project should be designed for interconnection with the ISTS or InSTS in accordance with the prevailing CERC/MERC regulations in this regard. For interconnection with the grid and metering, the RPD shall abide by the applicable Grid Code, Grid Connectivity Standards, Regulations on Communication System for transmission of electricity and other regulations/procedures (as amended from time to time) issued by Appropriate Commissions and Central Electricity Authority (CEA). Minimum voltage level for interconnection at the ISTS or at Maharashtra InSTS shall be **33 kV**. Different components of RTC power i.e., solar, wind and any other source or storage, can be connected with the grid at different ISTS or Maharashtra InSTS sub-stations.*

S.No 18: Clause 6.7.1(b) of RfS - CRITERIA FOR POWER SUPPLY

b) The Bidders will declare the annual CUF for the contracted capacity at the time of

submission 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.

TO BE READ AS

- b) *The Bidders will declare the annual CUF for the contracted capacity at the time of submission 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 -15 % of the declared value till the end of the PPA duration of 25 years.***

S.No 19: Clause 6.7.1(c) of RfS - CRITERIA FOR POWER SUPPLY

- c) 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.

TO BE READ AS

- c) *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, until 30th September 2030. For the remaining term of PPA period, there shall be no such restriction on scheduling of power.*

Till 30th September 2030, when the restriction to schedule/supply only upto 50% of the contracted capacity during 11:00 hours to 15:00 hours is applicable, the capacity actually scheduled/supplied during 11:00 hours to 15:00 hours shall be multiplied by 2 for the purpose of computation of annual CUF to meet the performance parameter as per Clause 6.7.1 (b) and for levying Liquidated Damages as per Clause 6.7.2. The illustration for same is given below:

Illustration: Evaluation of CUF Criteria Compliance (11:00 hours to 15:00 hours for Initial 3 Years)

- Contracted Capacity (as per LoA and PPA): 50 MW
- Capacity scheduled during 11:00 hours to 15:00 hours : 25 MW
- Capacity to be considered for computing CUF for the period 11:00 hours to 15:00 hours : 50 MW

S.No 20: Clause 6.8.3 of RfS - DELAY IN COMMENCEMENT OF SUPPLY OF POWER ON ACCOUNT OF DELAY IN GNA OPERATIONALIZATION

6.8.3.1 The responsibility of obtaining General Network Access (GNA) shall be of the Tata Power-D prior to commissioning of the Project/commencement of supply of power. Subsequent to grant of connectivity, in case there is a delay in grant/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 Project capacity (contracted capacity), and it is established that:

- i) The RPD has complied with the complete application formalities as per Clause 6.6.4 above and as per the Detailed Procedure as issued by the CTU,
- ii) The RPD has adhered to the applicable regulations/ procedures in this regard as notified by the CERC/CEA, and
- iii) The delay in grant of connectivity/GNA by the CTU 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 a factor attributable to the CTU/transmission licensee and is beyond the control of the RPD;

The above shall be treated as delays beyond the control of the RPD and SCSD for such Projects shall be revised as the date as on 60 days subsequent to the readiness of the Delivery 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.

6.8.3.2 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.

6.8.3.3 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 the 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

6.8.3.1 *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.*

6.8.3.2 *Omitted*

6.8.3.3 *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 the 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 21: Clause 6.9.11 of RfS - CAPACITY OFFERED

Payment on Order Instrument (POI): As an alternative to submission of PBG as above, the RPD/REPG also has an option to submit a letter of undertaking issued by either of the following three organizations, viz. (i) Indian Renewable Development agency Limited (IREDA) or (ii) Power Finance Corporation Limited or (iii) REC Limited. This Letter of Undertaking shall be issued as "Payment on Order Instrument" (POI), wherein the POI issuing organization undertakes to pay in all scenarios under which the PBG would be liable to be encashed by Tata Power-D within the provisions of RfS/PPA. This instrument would have to be furnished as per Format 7.3 D of the RfS, within the timelines as per Clause 6.9.1 above, for the amount and validity period as per those Clause 6.9.1 above. In case the RPD /REPG chooses to submit POI, delay in submission of the POI beyond the timeline stipulated at Clause above, will be applicable in this case too.

The term "Performance Bank Guarantee (PBG)" occurring in the RfS shall be read as "Performance Bank Guarantee" (PBG)/Payment on Order Instrument (POI)".

TO BE READ AS

Payment on Order Instrument (POI): As an alternative to submission of PBG as above, the RPD/REPG also has an option to submit a letter of undertaking issued by either of the following three organizations, viz. (i) Indian Renewable Development agency Limited (IREDA) or (ii) Power Finance Corporation Limited or (iii) REC Limited. This Letter of Undertaking shall be issued as "Payment on Order Instrument" (POI), wherein the POI issuing organization undertakes to pay in

all scenarios under which the PBG would be liable to be encashed by Tata Power-D within the provisions of RfS/PPA. This instrument would have to be furnished as per Format 7.3 D/7.3.F of the RfS, within the timelines as per Clause 6.9.1 above, for the amount and validity period as per those Clause 6.9.1 above. In case the RPD /REPG chooses to submit POI, delay in submission of the POI beyond the timeline stipulated at Clause above, will be applicable in this case too.

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**".

S.No 22: Clause 6.13.4 of RfS - LAND ARRANGEMENTS FOR THE PROJECT

With respect to demonstration of land possession by the RPD, commissioning of the Project will not be allowed until the demonstration of land possession by the RPD in terms of this Clause and Clause 6.8.3.2(v) of the RfS. However, in case of delays in demonstrating land possession by the RPD on account of Government delay (including but not limited to delay in land use pattern change, and/or relaxation under respective State land ceiling Act, and/or land lease permission from State Government/ Authorities) or delay caused due to a Force Majeure as per PPA, SCSD shall be suitably extended.

TO BE READ AS

With respect to demonstration of land possession by the RPD, commissioning of the Project will not be allowed until the demonstration of land possession by the RPD in terms of this Clause and Clause 6.8.2(v) of the RfS. However, in case of delays in demonstrating land possession by the RPD on account of Government delay (including but not limited to delay in land use pattern change, and/or relaxation under respective State land ceiling Act, and/or land lease permission from State Government/Authorities) or delay caused due to a Force Majeure as per PPA, SCSD shall be suitably extended.

S.No 23: FORMAT 7.6 of RfS - FORMAT FOR FINANCIAL REQUIREMENT

FORMAT 7.6

FORMAT FOR FINANCIAL REQUIREMENT

(This should be submitted on the Letter Head of the Bidding Company/ Lead Member of Consortium)

Ref. No.....

Date:.....

From:.....(Insert name and address of Bidding Company/ Lead Member of Consortium)

Tel.#:

Fax#:.....

E-mail address#.....

To

Chief-PSCC & Tech Services (T&D, MO)

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

Sub: Response to RfS No..... dated..... for.....

Dear Sir/ Madam,

We certify that the Bidding Company/Member in a Bidding Consortium is meeting the financial eligibility requirements as per the provisions of the RfS. Accordingly, the Bidder, with the support of its Affiliates, (strike out if not applicable) is fulfilling the minimum Net Worth criteria, by demonstrating a Net Worth of Rs..... Cr. (.....in words) as on the last date of Financial Year 2024-25 or as on the date at least 7 days prior to the bid submission deadline (Strike out wherever not applicable).

This Net Worth has been calculated in accordance with instructions provided in Clause 4.3.1 of the RfS.

Exhibit (i): Applicable in case of Bidding Company

For the above calculations, we have considered the Net Worth by Bidding Company and/ or its Affiliate(s) as per following details:

Name of Bidding Company	Name of Affiliate(s) whose net worth is to be considered	Relationship with Bidding Company*	Net Worth (in Rs. Crore)
Company 1			
	TOTAL		

**The column for "Relationship with Bidding Company" is to be filled only in case the financial capability of Affiliate has been used for meeting Qualification Requirements. Further, documentary evidence to establish the relationship, duly certified by a practicing company secretary/ chartered accountant is required to be attached with the format.*

Exhibit (ii): Applicable in case of Bidding Consortium (To be filled by each Member in a

Bidding Consortium separately) Name of Member.....[Insert name of the Member]

Net Worth Requirement to be met by Member in Proportion to the Equity Commitment:
 Crore (Equity Commitment (%) * Rs.Crore)

For the above calculations, we have considered Net Worth by Member in Bidding Consortium and/ or its Affiliate(s) per following details:

Name of Consortium Member Company	Name of Affiliate(s) whose net worth is to be considered	Relationship with Bidding Company* (If any)	Net Worth (in Rs. Crore)	Equity Commitment (in %age) in Bidding Consortium	Committed Net Worth (in Rs. Crore)
Company 1					

Total					

** The column for "Relationship with Bidding Company" is to be filled only in case the financial capability of Affiliate has been used for meeting Qualification Requirements. Further, documentary evidence to establish the relationship, duly certified by a practicing company secretary/chartered accountant is required to be attached with the format.*

Further, we certify that the Bidding Company/ Member in the Bidding Consortium, with the support of its Affiliates, (strike out if not applicable) is fulfilling the minimum Annual Turnover Criteria, by demonstrating an Annual Turnover of INR..... (.....in words) as on the end of Financial Year 2024-25 or as on the day at least 7 days prior to the bid submission deadline (choose one). (Strike out if not applicable)

Exhibit (i): Applicable in case of Bidding Company

For the above calculations, we have considered the Annual Turnover by Bidding Company and/ or its Affiliate(s) as per following details:

Name of Bidding Company	Name of Affiliate(s) whose Annual Turnover is to be considered	Relationship with Bidding Company*	Annual Turnover (In Rs. Crore)
Company 1			
.....			
Total			

**The column for "Relationship with Bidding Company" is to be filled only in case the financial capability of Affiliate has been used for meeting Qualification Requirements. Further, documentary evidence to establish the relationship, duly certified by a practicing company secretary/chartered*

accountant is required to be attached with the format.

Exhibit (ii): Applicable in case of Bidding Consortium (To be filled by each Member in a Bidding Consortium separately) Name of Member: [Insert name of the Member]

Annual Turnover Requirement to be met by Member in Proportion to the Equity Commitment: INR..... Crore (Equity Commitment (%) * Rs.....Crore)

For the above calculations, we have considered Annual Turnover by Member in Bidding Consortium and/ or its Affiliate(s) as per following details:

Name of Consortium Member Company	Name of Affiliate(s) whose Annual Turnover is to be considered	Relationship with Bidding Company* (If Any)	Annual Turnover (in Rs. Crore)	Equity Commitment (in %) in Bidding Consortium	Proportionate Annual Turnover (in Rs. Crore)
Company 1					

Total					

* The column for "Relationship with Bidding Company" is to be filled only in case the financial capability of Affiliate has been used for meeting Qualification Requirements. Further, documentary evidence to establish the relationship, duly certified by a practicing company secretary/chartered accountant is required to be attached with the format.

Further, we certify that the Bidding Company/ Member in the Bidding Consortium, with the support of its Affiliates, (strike out if not applicable) is fulfilling the minimum Profit Before Depreciation Interest and Taxes (PBDIT) criteria as mentioned in the RFS, by demonstrating a PBDIT of INR.....(in words) as on the end of Financial Year 2024-25 or as on the day at least 7 days prior to the bid submission deadline. (Strike out if not applicable)

Exhibit (i): Applicable in case of Bidding Company

For the above calculations, we have considered the PBDIT by Bidding Company and/ or its Affiliate(s) as per following details:

Name of Bidding Company	Name of Affiliate(s) whose PBDIT is to be considered	Relationship with Bidding Company*	PBDIT (in Rs. Crore)
Company 1			
Total			

**The column for "Relationship with Bidding Company" is to be filled only in case the financial capability of Affiliate has been used for meeting Qualification Requirements. Further, documentary evidence to establish the relationship, duly certified by a practicing company secretary/chartered accountant is required to be attached with the format.*

Exhibit (ii): Applicable in case of Bidding Consortium

(To be filled by each Member in a Bidding Consortium separately) Name of Member:
[Insert name of the Member]

PBDIT Requirement to be met by Member in Proportion to the Equity Commitment:
 INR.....Crore (Equity Commitment (%) * Rs.....Crore)

For the above calculations, we have considered PDBIT by Member in Bidding Consortium and/ or its Affiliate(s) as per following details:

Name of Consortium Member Company	Name of Affiliate(s) whose PBDIT is to be considered	Relationship with Bidding Company* (If Any)	PDBIT (in Rs. Crore)	Equity Commitment (in %age) in Bidding Consortium	Proportionate PBDIT (in Rs. Crore)
Company 1					

Total					

** The column for "Relationship with Bidding Company" is to be filled only in case the financial capability of Affiliate has been used for meeting Qualification Requirements. Further, documentary evidence to establish the relationship, duly certified by a practicing company secretary/chartered accountant is required to be attached with the format*

(Signature & Name of the Authorized Signatory)

(Signature and Stamp of CA)
Membership No.
Regn. No. of the CA's Firm:

Date:

Note:

- a) Along with the above format, in a separate sheet on the letterhead of the Chartered Accountant's Firm, provide details of computation of Net Worth and Annual Turnover duly certified by the Chartered Accountant.
- b) Certified copies of Balance sheet, Profit & Loss Account, Schedules and Cash Flow

Statements are to be enclosed in complete form along with all the Notes to Accounts.

- c) In case of the Bidder choosing to meet the Liquidity criteria through an In-principle sanction letter, such document shall be separately submitted by the bidder as part of the bidder's Response to RfS.

TO BE READ AS

FORMAT 7.6

FORMAT FOR FINANCIAL REQUIREMENT

(This should be submitted on the Letter Head of the Bidding Company/ Lead Member of Consortium)

Ref. No.....

Date:.....

From:.....(Insert name and address of Bidding Company/ Lead Member of Consortium)

Tel.#:

Fax#:.....

E-mail address#.....

To

Chief-PSCC & Tech Services (T&D, MO)

Power System Control Centre, Station A,

1st Floor, Tata Power Co. Ltd.- Trombay Thermal Power Station,

Chembur-Mahul Mumbai-400074

Sub: Response to RfS No... .. dated... .. for... ..

Dear Sir/Madam,

We certify that the Bidding Company/Member in a Bidding Consortium is meeting the financial eligibility requirements as per the provisions of the RfS. Accordingly, the Bidder, with the support of its Affiliates, (strike out if not applicable) is fulfilling the minimum Net Worth criteria, by demonstrating a Net Worth of Rs..... Cr. (.....in words) as on the last date of **FY 2023-24 or** FY 2024-25 or as on the date at least 7 days prior to the bid submission deadline (Strike out wherever not applicable).

This Net Worth has been calculated in accordance with instructions provided in Clause 4.3.1 of the RfS.

Exhibit (i): Applicable in case of Bidding Company

For the above calculations, we have considered the Net Worth by Bidding Company and/ or its Affiliate(s) as per following details:

Name of Bidding Company	Name of Affiliate(s) whose net worth is to be considered	Relationship with Bidding Company*	Net Worth (in Rs. Crore)
Company 1			
	TOTAL		

*The column for "Relationship with Bidding Company" is to be filled only in case the financial capability of Affiliate has been used for meeting Qualification Requirements. Further, documentary evidence to establish the relationship, duly certified by a practicing company secretary/ chartered accountant is required to be attached with the format.

Exhibit (ii): Applicable in case of Bidding Consortium (To be filled by each Member in a Bidding Consortium separately) Name of Member... ..[Insert name of the Member]

Net Worth Requirement to be met by Member in Proportion to the Equity Commitment:
Crore (Equity Commitment (%) * Rs. Crore)

For the above calculations, we have considered Net Worth by Member in Bidding Consortium and/ or its Affiliate(s) per following details:

Name of Consortium Member Company	Name of Affiliate(s) whose net worth is to be considered	Relationship with Bidding Company* (If any)	Net Worth (in Rs. Crore)	Equity Commitment (in %age) in Bidding Consortium	Committed Net Worth (in Rs. Crore)
Company 1					

Total					

* The column for "Relationship with Bidding Company" is to be filled only in case the financial capability of Affiliate has been used for meeting Qualification Requirements. Further, documentary evidence to establish the relationship, duly certified by a practicing company secretary/chartered accountant is required to be attached with the format.

Further, we certify that the Bidding Company/ Member in the Bidding Consortium, with the support of its Affiliates, (strike out if not applicable) is fulfilling the **minimum Average Annual Turnover** Criteria, by demonstrating an **Average** Annual Turnover of INR..... (.....in words) as on the end of **FY 2023-24 or** 2024-25 or as on the day at least 7 days prior to the bid submission deadline (choose one). (Strike out if not applicable)

Exhibit (i): Applicable in case of Bidding Company

For the above calculations, we have considered the Average Annual Turnover of the last three years by Bidding Company and/ or its Affiliate(s) as per following details:

Name of Bidding Company	Name of Affiliate(s) whose <u>Average Annual Turnover</u> is to be considered	Relationship with Bidding Company*	<u>Average Annual Turnover</u> (In Rs. Crore)
Company 1			
... ..			
Total			

*The column for "Relationship with Bidding Company" is to be filled only in case the financial capability of Affiliate has been used for meeting Qualification Requirements. Further, documentary evidence to establish the relationship, duly certified by a practicing company secretary/chartered accountant is required to be attached with the format.

Exhibit (ii): Applicable in case of Bidding Consortium (To be filled by each Member in a Bidding Consortium separately) Name of Member: [Insert name of the Member]

Average Annual Turnover Requirement to be met by Member in Proportion to the Equity Commitment: INR..... Crore (Equity Commitment (%) * Rs.....Crore)

For the above calculations, we have considered Average Annual Turnover by Member in Bidding Consortium and/ or its Affiliate(s) as per following details:

Name of Consortium Member Company	Name of Affiliate(s) whose <u>Average Annual Turnover</u> is to be considered	Relationship with Bidding Company* (If Any)	<u>Average Annual Turnover</u> (in Rs. Crore)	Equity Commitment (in %age) in Bidding Consortium	<u>Proportionate Average Annual Turnover</u> (in Rs. Crore)
Company 1					

Total					

* The column for "Relationship with Bidding Company" is to be filled only in case the financial capability of Affiliate has been used for meeting Qualification Requirements. Further, documentary evidence to establish the relationship, duly certified by a practicing company secretary/chartered accountant is required to be attached with the format.

Further, we certify that the Bidding Company/ Member in the Bidding Consortium, with the support of its Affiliates, (strike out if not applicable) is fulfilling the minimum Profit Before Depreciation Interest and Taxes (PBDIT) criteria as mentioned in the RFS, by demonstrating a PBDIT of

INR.....(in words) as on the end of Financial Year 2024-25 or as on the day at least 7 days prior to the bid submission deadline. (Strike out if not applicable)

Exhibit (i): Applicable in case of Bidding Company

For the above calculations, we have considered the PBDIT by Bidding Company and/ or its Affiliate(s) as per following details:

Name of Bidding Company	Name of Affiliate(s) whose PBDIT is to be considered	Relationship with Bidding Company*	PBDIT (in Rs. Crore)
Company 1			
Total			

*The column for “Relationship with Bidding Company” is to be filled only in case the financial capability of Affiliate has been used for meeting Qualification Requirements. Further, documentary evidence to establish the relationship, duly certified by a practicing company secretary/chartered accountant is required to be attached with the format.

Exhibit (ii): Applicable in case of Bidding Consortium

(To be filled by each Member in a Bidding Consortium separately) Name of Member:[Insert name of the Member]

PBDIT Requirement to be met by Member in Proportion to the Equity Commitment: INR.....Crore (Equity Commitment (%) * Rs.....Crore)

For the above calculations, we have considered PDBIT by Member in Bidding Consortium and/ or its Affiliate(s) as per following details:

Name of Consortium Member Company	Name of Affiliate(s) whose PBDIT is to be considered	Relationship with Bidding Company* (If Any)	PDBIT (in Rs. Crore)	Equity Commitment (in %age) in Bidding Consortium	Proportionate PBDIT (in Rs. Crore)
Company 1					

Total					

* The column for “Relationship with Bidding Company” is to be filled only in case the financial capability of Affiliate has been used for meeting Qualification Requirements. Further, documentary evidence to establish the relationship, duly certified by a practicing company secretary/chartered accountant is required to be attached with the format

(Signature & Name of the Authorized Signatory)

(Signature and Stamp of CA)
Membership No.
Regn. No. of the CA's Firm:

Date:

Note:

- a) Along with the above format, in a separate sheet on the letterhead of the Chartered Accountant's Firm, provide details of computation of Net Worth and Average Annual Turnover duly certified by the Chartered Accountant.
- b) Certified copies of Balance sheet, Profit & Loss Account, Schedules and Cash Flow Statements are to be enclosed in complete form along with all the Notes to Accounts.
- c) In case of the Bidder choosing to meet the Liquidity criteria through an In-principle sanction letter, such document shall be separately submitted by the bidder as part of the bidder's Response to RfS.

S.No 24: FORMAT 7.8 of RfS - 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.

TO BE READ AS

We further understand that the List-I (Solar PV Modules) and List-II (Solar PV Cells) of ALMM Order, 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, will be updated by MNRE from time to time. We also understand that the Modules and Cells to be procured for this project shall be from the List-I and List-II of the ALMM Order, valid as on the date of invoicing of such modules.

S.No 25: FORMAT 7.15 of RfS

FORMAT 7.15

DECLARATION FOR INTER-STATE PROJECT TARIFF ADJUSTMENT

(Format to be submitted by bidders whose project located outside state of Maharashtra)

(This should be submitted on the Letter Head of the Bidding Company)

Ref. No. Date.....

From: (Insert name and address of Bidding Company)

.....

.....

Tel.#:

Fax#.

E-mail address#

To,

Chief- PSCC & Tech Services (T&D, MO)

Power System Control Centre, Station A,

1st Floor, Tata Power Co. Ltd.- Trombay Thermal Power Station,

Chembur-Mahul Mumbai-400074

Sub: Application for Procurement of 250 MW FDRE power by Tata Power-D,

Dear Sir/Madam,

We have submitted the tariff quote at Delivery Point on ETS Portal and have considered ISTS charges and Losses, provided by Tata Power-D, as per below table:

Particular	ISTS charges	ISTS losses
Rs per kwh	0.11	0.22

We also further clarify that in case we get selected for Letter of Award (LOA)/Signing of PPA by Tata Power-D, then Tata Power-D shall issue LOA/Sign PPA at the tariff after deducting ISTS charges and ISTS losses (as provided by Tata Power-D).

Dated the.....day of..... , 20....

Thanking you,

TO BE READ AS

FORMAT 7.15

DECLARATION FOR InSTS & ISTS CONTRACTED CAPACITY AND PROJECT TARIFF ADJUSTMENT

*(Format to be submitted by bidders whose project located outside State of Maharashtra **or project partially located outside State of Maharashtra**)*

(This should be submitted on the Letter Head of the Bidding Company)

Ref. No. Date.....

From: (Insert name and address of Bidding Company)

.....

.....

Tel.#:

Fax#

E-mail address#

To,

Chief- PSCC & Tech Services (T&D, MO)

Power System Control Centre, Station A,

1st Floor, Tata Power Co. Ltd.- Trombay Thermal Power Station,

Chembur-Mahul Mumbai-400074

Sub: Application for Procurement of 250 MW FDRE power by Tata Power-D,

Dear Sir/Madam,

We have submitted our Bid considering the connectivity for Contracted capacity as follows:

<u>S.No</u>	<u>ISTS/InSTS Connectivity</u>	<u>Contracted Capacity (MW)</u>
<u>1</u>	<u>ISTS Connectivity</u>	
<u>2</u>	<u>InSTS Connectivity</u>	

We have submitted the tariff quote at Delivery Point on ETS Portal and have considered ISTS charges and Losses, provided by Tata Power-D for the ISTS connected capacity, as per below table:

Particular	ISTS charges	ISTS losses
Rs per kwh	0.11	0.22

We clarify that in case we get selected for Letter of Award (LOA)/Signing of PPA by Tata Power-D, then Tata Power-D shall issue LOA/Sign PPA at the tariff after deducting ISTS charges and ISTS losses (as provided by Tata Power-D). Further it is clarified that, in case of partial ISTS capacity, ISTS charges and Losses shall be deducted on proportionate basis as per the illustration provided in RfS.

Dated the.....day of....., 20....

Thanking you,

S.No 26: FORMAT No. 7.3 E and FORMAT No. 7.3 F

FORMAT No. 7.3 E

**FORMAT FOR INSURANCE SURETY BOND TOWARDS EARNEST MONEY DEPOSIT
(EMD)**

(To be stamped in accordance with Stamp Act, the Non-Judicial Stamp Paper of Appropriate Value)

Reference:

Insurance Surety Bond No.:

Date:

In consideration of the..... [*Insert name of the Bidder*] (hereinafter referred to as 'Bidder') submitting the response to RfS inter alia for "Selection of RE Power Developers for supply of 250 MW Firm and Dispatchable Power from Grid Connected Renewable Energy (RE) Power Project with/ without Energy Storage System in India under Tariff-based Competitive Bidding" of the cumulative capacity of..... MW [*Insert cumulative Bid capacity/ Contracted Capacity proposed*] for supply of power there from on long term basis, in response to the RfS No. _____ dated _____ issued by Tata Power-D Limited (hereinafter referred to as Tata Power-D) and Tata Power-D considering such response to the RfS of..... [*Insert the name of the Bidder*] as per the terms of the RfS, the..... [*Insert name & address of Insurance Company registered under Insurance Act 1938 or as amended from time to time and approved by the Insurance Regulatory Development Authority of India (IRDAI)*] hereby agrees unequivocally, irrevocably and unconditionally to pay to Tata Power-D at [*Insert Name of the Place from the address of Tata Power-D*] forthwith without demur on demand in writing from Tata Power-D or any Officer authorized by it in this behalf, any amount upto and not exceeding Rupees..... [*Insert amount not less than that derived on the basis of Rs. ----- Lakhs per MW of Bid capacity / Contracted Capacity proposed*], only, on behalf of M/s [*Insert name of the Bidder*] within 07 working days from the date of receipt of written demand by Tata Power-D.

This guarantee shall be valid and binding on [*insert name of Insurance Company*] up to and including [*insert date of validity in accordance with Clause No.3.10 of this RfS*] and shall not be terminable by notice or any change in the constitution of [*Insert name of Insurance Company*] or the term of contract or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement.

Our liability under this Guarantee is restricted to INR.....(*Indian Rupees only*). Our Guarantee shall remain in force until..... [*insert date of validity in accordance with Clause No. 3.10 of this RfS*]. Tata Power-D shall be entitled to invoke this Guarantee till..... [*insert date of validity in accordance with Clause No.3.10 of this RfS*].

The Guarantor Insurance Company hereby agrees and acknowledges that the Tata Power-D shall have a right to invoke this Insurance Surety Bond in part or in full, as it may deem fit.

The Guarantor Insurance Company hereby expressly agrees that it shall not require any proof in addition to the written demand by Tata Power-D made in any format, raised at the above-mentioned address of the Guarantor Insurance Company, in order to make the said payment

to Tata Power-D.

The Guarantor Insurance Company shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by[insert *name of the Bidder*] and/ or any other person. The Guarantor Insurance Company shall not require Tata Power-D to justify the invocation of this Insurance Surety Bond, nor shall the Guarantor Insurance Company have any recourse against Tata Power-D in respect of any payment made hereunder.

This Insurance Surety Bond shall be interpreted in accordance with the laws of India and the courts at Mumbai shall have exclusive jurisdiction.

The Guarantor Insurance Company represents that this Insurance Surety Bond has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Guarantor Insurance Company in the manner provided herein.

This Insurance Surety Bond shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Guarantor Insurance Company.

This Insurance Surety Bond shall be a primary obligation of the Insurance Company and accordingly Tata Power-D shall not be obliged before enforcing this Insurance Surety Bond to take any action in any court or arbitral proceedings against the Bidder, to make any claim against or any demand on the Bidder or to give any notice to the Bidder or to enforce any security held by Tata Power-D or to exercise, levy or enforce any distress, diligence or other process against the Bidder.

This Insurance Surety Bond shall be effective only when the bond issuance message is transmitted by the Issuer through SFMS to HDFC Bank Ltd, Ground Floor, Jehangir Building, M G Road, Fort, Mumbai, Maharashtra, 400001, IFSC Code: HDFC0000060, Client Name: Tata Power-D Limited.

Notwithstanding anything contained hereinabove, our liability under this Insurance Surety Bond is restricted to INR.....(Indian Rupees.....Only) and it shall remain in force until.....[Date to be inserted on the basis of Clause No. ----- of this RfS].

We are liable to pay the guaranteed amount or any part thereof under this Insurance Surety Bond only if Tata Power-D serves upon us a written claim or demand.

Signature:.....

Name:.....

Power of Attorney No.:

For

[Insert Name and Address of the Insurance Company]

Contact Details of the Insurance Company:

E-mail ID of the Insurance Company:

Insurance Company's Stamp and Full Address.

Dated thisday of....., 20.....

FORMAT No. 7.3 F

**FORMAT FOR INSURANCE SURETY BOND TOWARDS PERFORMANCE BANK
GUARANTEE (PBG)**

(To be stamped in accordance with Stamp Act, the Non-Judicial Stamp Paper of Appropriate Value)

In consideration of[*Insert name of the Bidder*] (hereinafter referred to as the "selected RE Power Developer" or "RPD") submitting the response to RfS inter alia for [*Insert title of the RfS*] of the capacity ofMW, at[*Insert location*], for supply of power therefrom on long-term basis, in response to the RfS dated issued by Tata Power-D Limited (hereinafter referred to as "Tata Power-D") and Tata Power-D considering such response to the RfS of [*Insert name of the Bidder*] (which expression shall unless repugnant to the context or meaning thereof include its executors, administrators, successors and assignees) and selecting the Project of the RE Power Developer and issuing Letter of Award No. to [*Insert Name of selected RE Power Developer*], as per terms of RfS and the same having been accepted by the selected RPD resulting in a Power Purchase Agreement (PPA) to be entered into for the purchase of Power [from selected RE Power Developer or a Project Company, M/s {a Special Purpose Vehicle (SPV) formed for this purpose}, if applicable].

As per the terms of the RfS, [*Insert name & address of the Insurance Company*], hereby agrees unequivocally and unconditionally to pay Tata Power-D at [*Insert Name of the Place from the address of Tata Power-D*], forthwith on demand in writing from Tata Power-D or any Officer authorised by its in this behalf, any amount up to and not exceeding Indian Rupees [*Total Value*], on behalf of M/s [*Insert name of the selected RE Power Developer/Project Company*]

This guarantee shall be valid and binding on [*insert name of Insurance Company*] up to and including [*insert date of validity in accordance with Clause No.3.10 of this RfS*] and shall not be terminable by notice or any change in the constitution of [*Insert name of Insurance Company*] or the term of contract or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement.

Our liability under this Guarantee is restricted to INR.....(*Indian Rupees only*). Our Guarantee shall remain in force until..... [*insert date of validity in accordance with Clause No. 3.10 of this RfS*]. Tata Power-D shall be entitled to invoke this Guarantee till.....[*insert date of validity in accordance with Clause No.3.10 of this RfS*].

The Guarantor Insurance Company hereby agrees and acknowledges that the Tata Power-D shall have a right to invoke this Insurance Surety Bond in part or in full, as it may deem fit.

The Guarantor Insurance Company hereby expressly agrees that it shall not require any proof in addition to the written demand by Tata Power-D made in any format, raised at the above-mentioned address of the Guarantor Insurance Company, in order to make the said payment to Tata Power-D.

The Guarantor Insurance Company shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by.....[*insert name of the Bidder*] and/ or any other person. The Guarantor Insurance Company shall not require Tata Power-D

to justify the invocation of this Insurance Surety Bond, nor shall the Guarantor Insurance Company have any recourse against Tata Power-D in respect of any payment made hereunder.

This Insurance Surety Bond shall be interpreted in accordance with the laws of India and the courts at Mumbai shall have exclusive jurisdiction.

The Guarantor Insurance Company represents that this Insurance Surety Bond has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Guarantor Insurance Company in the manner provided herein.

This Insurance Surety Bond shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Guarantor Insurance Company.

This Insurance Surety Bond shall be a primary obligation of the Insurance Company and accordingly Tata Power-D shall not be obliged before enforcing this Insurance Surety Bond to take any action in any court or arbitral proceedings against the selected RE Power Developer/Project Company, to make any claim against or any demand on the selected RE Power Developer/ Project Company or to give any notice to the selected RE Power Developer/ Project Company or to enforce any distress, diligence or other process against the selected RE Power Developer/ Project Company, diligence or other process against the selected RE Power Developer/ Project Company.

This Insurance Surety Bond shall be effective only when the bond issuance message is transmitted by the Issuer through SFMS to HDFC Bank Ltd, Ground Floor, Jehangir Building, M G Road, Fort, Mumbai, Maharashtra, 400001, IFSC Code: HDFC0000060, Client Name: Tata Power-D Limited.

Notwithstanding anything contained hereinabove, our liability under this Insurance Surety Bond is restricted to INR.....(Indian Rupees.....Only) and it shall remain in force until.....[Date to be inserted on the basis of Clause No. ----- of this RfS].

We are liable to pay the guaranteed amount or any part thereof under this Insurance Surety Bond only if Tata Power-D serves upon us a written claim or demand.

Signature:.....

Name:.....

Power of Attorney No.:

For

[Insert Name and Address of the Insurance Company]

Contact Details of the Insurance Company:

E-mail ID of the Insurance Company:

Insurance Company's Stamp and Full Address.

Dated thisday of....., 20.....