

Addendum-1						
Response to Bidders Queries regarding TPDDL tender for Setting UP OF 255 MW WIND-SOLAR HYBRID POWER PROJECTS WITH GREENSHOE OPTION OF ADDITIONAL 255 MW WIND-SOLAR HYBRID POWER PROJECTS						Dated - 20th Sep'22
S. No	Document	Clause	Existing Clause	Proposed Modifications	Rationale/Remarks	TPDDL's Remarks
1	RFS	3.15	Notwithstanding anything to the contrary, the HPD shall demonstrate clear possession and right to use 100% of the land identified for the Project, at least 3 (three) months before the SCOD of the Project. In this regard, the HPD shall be required to furnish documents/lease agreements to establish possession and right to use 100% of the required land in the name of the HPD for a period not less than the complete term of the PPA.	Notwithstanding anything to the contrary, the HPD shall demonstrate clear possession and right to use 100% of the land identified for the Project, at least 3 (three) months on or before the SCOD of the Project. In this regard, the HPD shall be required to furnish documents/lease agreements to establish possession and right to use 100% of the required land in the name of the HPD for a period not less than the complete term of the PPA.	We request TPDDL to allow bidders to demonstrate clear possession and right to use 100% of the land on or before SCOD or prior to first part commissioning of project, in line with the notified standard bidding guidelines, as land acquisition is a timetaking process and bidder would need adequate time for completing the acquisition process.	Existing provision shall prevail.
2					Since this a wind heavy tender, identification of suitable land for Wind project is time consuming activity and overall bid competitiveness is depending on suitable land. This would also impact the strategy of bidding and it plays vital role in arriving at competitive tariff. Therefore we request TPDDL to please extend the bid submission deadline by atleast one month from current bid submission.	Existing provision shall prevail.
3	RFS	3.20.ii) (RFS)	MINIMUM PAID UP SHARE CAPITAL TO BE HELD BY PROJECT PROMOTER ii) No change in the shareholding of the Bidding Company or Bidding Consortium shall be permitted from the date of submission of response to RfS till the execution of the PPA.	In clause 3.5.7, it is mentioned that transfer of 50% or more of the shareholding is not allowed but in clause 3.20.ii) it is mentioned that no change in shareholding is allowed. The statements are contradicting and we request you to change clause 3.20.ii) as "No change in controlling shareholding....".		Existing provision shall prevail.
4	RFS	2 Definitions	"Delivery point" shall mean the point at which energy is delivered at Tata Power-DDL periphery; (i.e. the interconnection point of DTL network with Tata Power-DDL network). All the transmission charges and losses from generator ex-bus till the delivery point shall be to the account of the successful bidder/developer. Taking all necessary consents/arrangements for delivering the power at TPDDL periphery shall remain entirely with the successful bidder. Please note that all the bidders are required to quote the tariff (inclusive of all charges, losses, taxes, royalty, cess, duties and any other involved costs whatsoever) at the delivery point. All-inclusive tariff at delivery point shall be used for the purpose of further bid evaluation.	We request TPDDL to change the delivery point to CTU periphery or DTL Periphery.		Necessary clarification provided as Annexure A.
5	RFS	2 Definitions	"Delivery point" shall mean the point at which energy is delivered at Tata Power-DDL periphery; (i.e. the interconnection point of DTL network with Tata Power-DDL network). All the transmission charges and losses from generator ex-bus till the delivery point shall be to the account of the successful bidder/developer. Taking all necessary consents/arrangements for delivering the power at TPDDL periphery shall remain entirely with the successful bidder. Please note that all the bidders are required to quote the tariff (inclusive of all charges, losses, taxes, royalty, cess, duties and any other involved costs whatsoever) at the delivery point. All-inclusive tariff at delivery point shall be used for the purpose of further bid evaluation.	As per the Bulk power transmission agreement TPDDL is already paying the state transmission charges & losses to DTL. Hence, please clarify whether these charges should also be borne byHPD or not.		Necessary clarification provided as Annexure A.

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6	RFS	4.4.4 (RFS)	In case of the last selected bidder, if the balance project capacity is less than the total project capacity mentioned by the bidder, then the balance capacity shall be awarded to the bidder till the total capacity (i.e. 255 MW with a greenshoe option of additional 255 MW) is exhausted.	1. Mechanism of allotment of additional green shoe capacity is not clear. Kindly provide an example with an illustration for better understanding of the bidders. 2. Allocation of green shoe capacity should be different from allocation of original capacity and L1 bidder should get chance of getting additional capacity at L1 rates.		Necessary clarification provided as Annexure A.
7	RFS	3.15 (RFS)	It is to be noted that delay in commissioning of the Project due to changes in Project location(s) and/or connectivity / LTA, if any, will be on account of the HPD, and will be dealt as per the provisions of the RfS / PPA.	As per the clause 3.17.C.iii), The above shall be treated as delays beyond the control of the HPD and SCD for such Projects shall be eligible for suitable time extension. Decision on requisite extension on account of the above factor shall be taken by TPDDL subject to consent of the Appropriate Commission/Authority. We request TPDDL to provide the same relief in case of change in location also.		Existing provision shall prevail.
8	PPA	10.4 & 10.4.A (PPA)	Payment Security Mechanism Letter of Credit & Payment Security Fund	We request TPDDL to provide 3 tier payment security by adding State Government Guarantee as done in SECI tenders.		Existing provision shall prevail.
9	PPA	12.2 (PPA)	Relief for Change in Law	We request TPDDL to put As per Ministry of Power Notification dated 22nd October, 2021, the formula for determination of impact in tariff or Charges due to Change in Law		Existing provision shall prevail.
10	PPA	4.10 (PPA)	Generation compensation for Off-take constraints	No provision for compensation in the case of grid unavailability. We request TPDDL to add the same.		Existing provision shall prevail.
11	PPA	11.10.2 (PPA)	Termination due to Non-Natural Force Majeure Event	We request TPDDL to add a provision of compensation to HPD in case of event of termination due to non-natural Force Majeure Event.		Existing provision shall prevail.
12	PPA	1.1 (PPA)	"Power Project" or "Project" shall mean the Wind-Solar hybrid power generation facility of Contracted Capacity of [Insert capacity] MW, located at [Insert name(s) of the village(s)] in [Insert name(s) of the District(s) and State(s)] having a separate control system, metering and a single point or separate points of injection into the grid at Delivery/Interconnection/Metering point(s) at ISTS substation or in case of sharing of transmission lines, by separate injection at pooling point. In case of multiple points of injection, the maximum number of such multiple injection points for each Project, will be two (2).	As per RFS document, Project Definition - "Project" shall mean the Hybrid Power Project, comprising Solar PV and Wind Power generation facilities, having a single point or separate points of injection into the grid at Interconnection/ Delivery/ Metering Point, or in case of sharing of transmission lines, by separate injection at Pooling Point and having control systems and metering. But PPA is restricting the maximum number of multiple injection points to 2 for each project. We request TPDDL to remove this constraint.		Definition of "Project" as forming part of the RfS and as forming part of the PPA is being aligned. Accordingly, the following line will be deleted from the definition of "Project" in the PPA <i>In case of multiple points of injection, the maximum number of such multiple injection points for each Project, will be two (2) .</i>
13	PPA	4.4.2 (PPA)	Any excess generation over and above as per Article 4.4.1, may be purchased by TPDDL at 75% (seventy-five percent) of the Tariff as per Article 9, unless TPDDL refuses to purchase such power.	We request TPDDL to purchase the excess generation at PPA tariff.		Existing provision shall prevail.

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14	PPA	12.1.1 (PPA)	(iii) any imposition of basic customs duty in terms of the MNRE Office Memorandum bearing reference number No. 283/3/2018 – GRID SOLAR dated 09.03.2021	We request TPDDL to include the amendments related to this memorandum in change in law.		The OM dated 09.03.21 informs notification of BCD applicable in 2022. Any subsequent BCD change may be classified as Change in Law subject to Appropriate Commission's approval. Existing provision shall prevail.
15	PPA	Format 6.1	Format 6.1 (Covering Letter)	The HPD will demonstrate clear possession and right to use 100% of the land identified for the project as per the timeline, we request TPDDL to remove the provision of keeping location on covering letter.		Existing provision shall prevail.
16	RFS	RFS 3.17.C	Long Term Access (LTA)/ Medium Term Access / Short Term Access shall be required to be submitted by the HPD prior to commissioning of the Project. However, for the sale of power to TPDDL from the SCD, the HPD shall have Long Term Access.	While the PPA provides reasonable extension in case LTA grant is delayed but it does not protect HPD from inter state charges (which are waived for the projects commissioned before June 2025 as per MOP Order no.23/12/2016-R&R, DATED - 23rd NOV,2021) and hence we request TPDDL to allow sale of power by STA till the LTA is not operationalized.		Existing provision shall prevail.
17	PPA	PPA 1.1 Definitions	Due Date shall mean the sixtieth (60th) day after a Monthly Bill (including all the relevant documents) or a Supplementary Bill is received in hard copy and duly acknowledged by the TPDDL or, if such day is not a Business Day, the immediately succeeding Business Day, by which date such Monthly Bill or a Supplementary Bill is payable by the TPDDL	We request TPDDL to change the due date quantum from 60 days to 45 days as a standard condition in SECI/C&P/IPP/13/0003/21-22 dated: 22.10.2021.		Existing provision shall prevail.
18		Generic		As per the MoP circular Order dated 30.11.2021, for any solar, wind and sources mentioned in order dated 23.11.2021, which is eligible for waiver of inter-state transmission charges and is having its scheduled date of commissioning on or before 30th June 2025 is granted extension of time from the commissioning by Ministry of New and Renewable Energy after careful consideration, on account of Force Majeure or for delay on the part of the transmission provider in providing the transmission even afetr having taken the requisite steps in time; or on account of delays on the part of any Government Agency, and the power plant is commissioned before the extended date; it will get benefit of waiver of inter-state transmission charges on the transmission of electricity generated by such power plant as if the said plant had been commissioned on or before 30th June 2025.		Existing provision shall prevail.

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19		RFS Section 2 Definitions	"Delivery point" shall mean the point at which energy is delivered at Tata Power-DDL periphery; (i.e. the interconnection point of DTL network with Tata Power-DDL network). All the transmission charges and losses from generator ex-bus till the delivery point shall be to the account of the successful bidder/developer. Taking all necessary consents/arrangements for delivering the power at TPDDL periphery shall remain entirely with the successful bidder. Please note that all the bidders are required to quote the tariff (inclusive of all charges, losses, taxes, royalty, cess, duties and any other involved costs whatsoever) at the delivery point. All-inclusive tariff at delivery point shall be used for the purpose of further bid evaluation.	Please clarify what will be the charges & losses that the HPD has to borne from DTL to Tata Power-DDL periphery. Also, the state Tx charges / losses are subject to change as per DERC , hence will the same be covered under change in law?		Necessary clarification provided as Annexure A.
20		Generic		Please clarify if acquiring State Transmission Open access will come under HPD's scope or TPDDL's scope.		Existing provision shall prevail.
21	RFS	1.3.2	(iii) any imposition of basic customs duty in terms of the MNRE Office Memorandum bearing reference number No. 283/3/2018 – GRID SOLAR dated 09.03.2021.	Addition: any new changes to BCD imposition to be included in Change in Law	Kindly include any new changes to BCD and SGD as part of Change in Law events.	The OM dated 09.03.21 informs notification of BCD applicable in 2022. Any subsequent BCD change may be classified as Change in Law subject to Appropriate Commission's approval. Existing provision shall prevail.
22	RFS	1.3.4	Tata Power-DDL requires 85 MW solar and 170 MW wind power out of total 255 MW project capacity with green shoe option of additional 255 MW project capacity on similar lines. Accordingly, the bidder should quote quantum in the ratio 1:2 (solar: wind).	Tata Power-DDL requires 85 MW solar and 170 MW wind power out of total 255 MW project capacity with green shoe option of additional 255 MW project capacity on similar lines. Accordingly, the bidder should quote quantum in the ratio 1:2 (solar: wind).	Bidders shall have option to choose quantum of Solar and Wind as per their choose.	Existing provision shall prevail.
23	RFS	3.2	The minimum Project size of a single Hybrid Power Project shall be 50 MW to be interconnected at a single interconnection point.	The minimum Project size of a single Hybrid Power Project shall be 50 MW to be interconnected at a single multiple interconnection point.	Please allow multi-location option for Solar & Wind components.	Existing provision shall prevail.
24	RFS	3.2(iv)	It is hereby clarified that in the event the actual installed capacity of each source is different from that declared in the PPA, TPDDL shall have the right to choose the proportion of each source based on actual ratios of capacities installed of each source, and not the capacity indicated in the PPA.	To be deleted	Installed capacity of project will be higher than contracted capacity. Therefore, Contracted capacity shall be procured.	Existing provision shall prevail.
25	RFS	3.4.1	Under this Rfs, A bidder including its Parent, Affiliate or Ultimate Parent or any Group Company can submit a single bid application for a capacity of 255 MW with a green shoe option of 255 MW capacity.	Under this Rfs, A bidder including its Parent, Affiliate or Ultimate Parent or any Group Company can submit a single bid application for a capacity of 255 MW with a green shoe option of 255 MW capacity.	Please increase bid capacity to 510 MW and remove green shoe option, it will increase competitiveness in bid.	Existing provision shall prevail.
26	RFS	3.7.8	...Further, in case SCOD of the Project is prior to the above deadline of waiver of ISTS charges and losses, and commissioning of the Project is delayed beyond the above date for the reasons attributable to the HPD, the applicable transmission charges and losses shall be borne by the HPD. In no case, TPDDL shall be liable to bear transmission charges and losses till the delivery point.	Clarification required	It will be difficult with current ISTS substations to meet the COD of project within the ISTS waiver period till June 2025. Therefore, please include mechanism to set off ISTS charges.	Existing provision shall prevail.

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27	RFS	3.15	Notwithstanding anything to the contrary, the HPD shall demonstrate clear possession and right to use 100% of the land identified for the Project, at least 3 (three) months before the SCOD of the Project...	Notwithstanding anything to the contrary, the HPD shall demonstrate clear possession and right to use 100% of the land identified for the Project, at least 3 (three) months <u>on or</u> before the SCOD of the Project...	Please modify the clause accordingly as per Guidelines.	Existing provision shall prevail.
28	RFS	3.15The above data shall be submitted along with a sworn affidavit from the authorized signatory of the HPD listing the details of the land and certifying that total land required for the Project is under clear possession of the HPD, at least 3 (three) months before the SCOD.....	Notwithstanding anything to the contrary, the HPD shall demonstrate clear possession and right to use 100% of the land identified for the Project, at least 3 (three) months <u>on or</u> before the SCOD of the Project...	Please modify the clause accordingly as per Guidelines.	Existing provision shall prevail.
29	RFS	3.17.C.iii	The above shall be treated as delays beyond the control of the HPD and SCD for such Projects shall be eligible for suitable time extension...	The above shall be treated as delays beyond the control of the HPD and SCD for such Projects shall be eligible for suitable time extension ... be extended 60 days subsequent to readiness of power evacuation and transmission infrastructure of the ISTS/ InSTS network,	Please modify the clause as done in SECI bids.	Existing provision shall prevail.
30	RFS	3.20.ii	No change in the shareholding of the Bidding Company or Bidding Consortium shall be permitted from the date of submission of response to RFS till the execution of the PPA...	To be deleted	TPDDL shall not restrict parent and bidder from changing shareholding as we have equity infusion, ESOP allocation etc. Further bidder is unable to ascertain the timelines of PPA signing. There may be cases where certain investors and new stakeholders are brought into company at HOLCO and SPV level at a time between bid submission, PPA signing, FC and SCOD of project. Therefore it will be a problem to bidder. Hence it shall be deleted.	Existing provision shall prevail.
31	RFS	Format 6.10		To be deleted	These are unnecessary details and initial Tie-Ups are not done. Hence please delete the same.	Existing provision shall prevail.
32	PPA	4.1.1.aIn this regard, the HPD shall submit documents/ Lease Agreement to establish possession/ right to use of the required land in the name of the HPD or its Affiliate. In case the land is in the name of the Affiliate, the land should be transferred in the name of the HPD prior to 3 (three) months to the SCD....In this regard, the HPD shall submit documents/ Lease Agreement to establish possession/ right to use of the required land in the name of the HPD or its Affiliate. In case the land is in the name of the Affiliate, the land should be transferred in the name of the HPD prior to 3 (three) months to the <u>on or before</u> SCD....	Please modify the clause accordingly as per Guidelines. Please make similar changes throughout RFS & PPA.	Existing provision shall prevail.
33	PPA	4.5.2	...Further, any delay in adoption of tariff by the Appropriate Commission, beyond 60 (sixty) days after the submission of this PPA for the approval by the Appropriate Commission, shall entail a corresponding extension in Scheduled Commissioning Date. In any case, the liability of transmission charges and losses up to the Delivery Point shall remain with the Seller/ HPD...	...Further, any delay in adoption of tariff by the Appropriate Commission, beyond 60 (sixty) days after the submission of this PPA for the approval by the Appropriate Commission, shall entail a corresponding extension in <i>Financial Closure &</i> Scheduled Commissioning Date. In any case, the liability of transmission charges and losses up to the Delivery Point shall remain with the Seller/ HPD...	Please include provision of FC extension as well.	Existing provision shall prevail.
34	PPA	4.5.2	...Further, any delay in adoption of tariff by the Appropriate Commission, beyond 60 (sixty) days after the submission of this PPA for the approval by the Appropriate Commission, shall entail a corresponding extension in Scheduled Commissioning Date. In any case, the liability of transmission charges and losses up to the Delivery Point shall remain with the Seller/ HPD...	Clarification required	Please indicate timelines of PPA submission and filing petition (preferably within 30 days of PPA signing) to Commission for Tariff Adoption by TPDDL.	Existing provision shall prevail.
35	PPA	Definitions	shall mean the point at which energy is delivered at TPDDL periphery (i.e. the interconnection point of DTL network with TPDDL network)...	Clarification required	We understand that bulk power transfer agreement is signed between Discom and STU and hence STU transmission charges and losses shall not be applicable to developers in case delivery point is TPDDL periphery.	Necessary clarification provided as Annexure A. Existing provision shall prevail.
36	PPA	Definitions	shall mean the point at which energy is delivered at TPDDL periphery (i.e. the interconnection point of DTL network with TPDDL network)...	shall mean the point at which energy is delivered at <i>STU</i> periphery (i.e. the interconnection point of DTL network with ISTS TPDDL network)...	Please indicate STU periphery as delivery point.	Necessary clarification provided as Annexure A. Existing provision shall prevail.

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37	PPA	12.2	Relief for Change in Law	Relief for Change in Law should be as per Electricity (Timely Recovery of Costs due to Change in Law) Rules, 2021 issued by MOP vide notification dated 22.10.2021	Modification Required	Existing provision shall prevail.
38	RFS	3.5.C	The Net Worth of the Bidder should be at least 20% of the estimated project cost, as on the last date of previous Financial Year 2021-22, or as on the date at least 7 days prior to the due date of bid submission.	The Net Worth of the Bidder should be at least 1 Cr/MW 20% of quoted capacity the estimated project cost, as on the last date of previous Financial Year 2021-22, or as on the date at least 7 days prior to the due date of bid submission.	Modification Required	Existing provision shall prevail.
39	PPA	12.2	Addition of new provision being Clause 12.2.5	On the occurrence of a change in law event, the affected party shall be put in the same economic position as if the Change in Law event has not occurred.	The affected party should be compensated with various hidden costs that cannot be contemplated but may become payable due to occurrence of Change in Law event	Existing provision shall prevail.
40	PPA	11.1	Definition of Force Majeure "A force majeure would mean one or more of the following events...."	Definition of Force Majeure "A force majeure would include one or more of the following events...."	The Force Majeure clause should be inclusive. As the force majeure events are unpredictable and unforeseen at the time of submission of bid, a developer cannot expect an event which may or may not take place in future affecting the timelines for completion of the Project. Therefore, Force Majeure clause should be made inclusive that will cover the events that cannot be anticipated at this stage.	Existing provision shall prevail.
41	RFS	1.3.4	(...) Accordingly, the bidder should quote quantum in the ratio 1:2 (solar: wind).	The quantum of solar/wind should not be restricted at 1:2, instead bidder's should be allowed to proceed with a configuration such that the minimum rated capacity of solar is 33%	In line with SECI Hybrid Tenders. Doing so will also result in the discovery of a competitive tariff during the bidding process	Existing provision shall prevail.
42	RFS	3.5 - C (I)	The Net Worth of the Bidder should be atleast 20% of the estimated project cost (...)	We request TPDDL to indicate estimated capital cost of this project to arrive at a net-worth criteria. Else a threshold for networth as financial criteria should be defined in INR/MW basis as in line with SECI tenders	-	Existing provision shall prevail.
43	RFS	3.17 - C	The above shall be treated as delays beyond the control of the HPD and SCD for such Projects shall be eligible for suitable time extension. Decision on requisite extension on account of the above factor shall be taken by TPDDL subject to consent of the Appropriate Commission/Authority.	We request TPDDL to treat delays beyond the control of HPD in line with MNRE guidelines and provide a 60 day extension in the SCD subsequent to readiness of the Delivery Point and power evacuation infrastructure and/or operationalization of LTA.	In line with Hybrid Bidding Guidelines by MNRE	Existing provision shall prevail.
44	PPA	Definition of "Power Project" or "Project"	(...) In case of multiple points of injection, the maximum number of such multiple injection points for each Project, will be two (2). (...)	We request TPDDL to remove the maximum restriction of having only 2 injection points for each project	Maximum restriction of 2 injection points per project is not in line with Hybrid Bidding Guidelines by MNRE	Definition of "Project" as forming part of the RFS and as forming part of the PPA is being aligned. Accordingly, the following line will be deleted from the definition of "Project" in the PPA <i>In case of multiple points of injection, the maximum number of such multiple injection points for each Project, will be two (2) .</i>
45	PPA	4.5.2	(...) Further, any delay in adoption of tariff by the Appropriate Commission, beyond 60 (sixty) days after the submission of this PPA for the approval by the Appropriate Commission, shall entail a corresponding extension in Scheduled Commissioning Date. (...)	(...) Further, any delay in adoption of tariff by the Appropriate Commission, beyond 60 (sixty) days after the signing of the PPA for the approval by the Appropriate Commission, shall entail a corresponding extension in Scheduled Commissioning Date. (...)	-	Existing provision shall prevail.

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46	General	-	-	As per the current tender timelines, last date of bid submission is 3rd October, we request TPDDL to revise this date to minimum 3 weeks from when the latest amendment to the tender documents have been issued	-	Existing provision shall prevail.
47	General			<p>1. We being a public listed organisation (listed on the New York Stock Exchange), and it can take around 6 months to complete the audit process for the past Financial Year (i.e., Financial Year ending 31st March 2022) Accounts and Statement.</p> <p>2. We understand that, owing to the above, in all recent Renewable Energy Bids of of SECI, MSEDCL, etc., the tendering authorities have allowed bidders to use Financial Statements of the previous Financial Year (i.e., Financial Year ending 31st March 2021), instead of the ones of the latest FY (i.e., FY 21-22).</p> <p>Hence we would request you to kindly allow to use Networth and financial statements of FY'20-21 to be qualified in the bid.</p>		Existing provision shall prevail.
48	RFS	Definitions	<p>"Delivery point" shall mean the point at which energy is delivered at Tata Power-DDL periphery; (i.e. the interconnection point of DTL network with Tata Power-DDL network). All the transmission charges and losses from generator ex-bus till the delivery point shall be to the account of the successful bidder/developer. Taking all necessary consents/arrangements for delivering the power at TPDDL periphery shall remain entirely with the successful bidder. Please note that all the bidders are required to quote the tariff (inclusive of all charges, losses, taxes, royalty, cess, duties and any other involved costs whatsoever) at the delivery point. All-inclusive tariff at delivery point shall be used for the purpose of further bid evaluation.</p>	<p>"Delivery point" shall mean the point at which energy is delivered at Tata Power-DDLState periphery; (i.e. the interconnection point of DTL network with Tata Power-DDL network). All the transmission charges and losses from generator ex-bus till the delivery point shall be to the account of TPDDL the successful bidder/developer. Taking all necessary consents/arrangements for delivering the power at TPDDL State periphery shall remain entirely with the successful bidder. Please note that all the bidders are required to quote the tariff (inclusive of all charges, losses, taxes, royalty, cess, duties and any other involved costs whatsoever) at the delivery point. All-inclusive tariff at delivery point shall be used for the purpose of further bid evaluation.</p>	<p>In case delivery point is the interconnection point of DTL network with Tata Power-DDL then the developer also needs to pay Transmission charges and losses for DTL except from Transmission charges and losses for ISTS. These charges vary every year and to accommodate forecaste of these charges for 25 years into traiff will prove a factor of uncertainty for Investors and Lenders. So we request you to kindly keep the delivery point as state periphery.</p> <p>Moreover, as per proposed GNA regulations its the responsibility of Buyer to take the GNA and pay losses and charges for the same. So we request TPDDL to take the resposnibity of all transmission charges and losses after Generator ex-bus.</p>	<p>Necessary clarification provided as Annexure A</p> <p>Existing provision shall prevail.</p>

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49	RFS	3.7.7	The HPD shall be responsible for all transmission charges and losses and any other charges as applicable under the respective regulations till the Delivery Point		<p>CTU waiver for Transmission charges applicable presently till June'2025. Assuming CERC apprpvves the waiver, then also the same would be ok with regards to the present regulation on Sharing of Inter-State Transmission Charges and Losses of CERC.</p> <p>However, Honrable CERC has notified GNA Regulations which are yet to come in force and accordingly come out with draft amendment to Sharing Regulations. As per GNA framework the buyer entity will be responsible for taking GNA and paying charges as per the demand of the buyer. In such a case , 2 scenarios will come into play:</p> <p>Scenerio 1: 255 MW RE power is consumed in the current demand/GNA of the Discom: In such a case no additional transmission charges will be payable. Further, transmission charges on time block basis proportional to the RE power being consumed would be waived</p> <p>Scenerio 2: Additional GNA is required to consume the 255MW RE power and no additional power is purchased under such GNA: In such case, since as per draft GNA Regulation, transmission charges on time block basis proportional to the RE power being consumed would be only waived, the Buyer would need to pay for additional trasmission charges for the remaining time blocks under the additional GNA taken. Our understanding is that for if 255MW additonal GNA is taken for theis RE power, if the CUF is 30%, then additional transmission charges for 153 MW would be required to be paid by the Buyer.The calculation formula is mentioned below for your kind reference. Refrence calculation is attached as Annexure-1 for your kind reference.</p>	<p>Necessary clarification being provided as Annexure A.</p> <p>Existing provision shall prevail.</p>
50	RFS	3.17.C.(i)	The HPD has complied with the complete application formalities as per Clause 3.7.2 above and the ISTS/ InSTS substation at the Delivery Point and the power evacuation and transmission infrastructure of the ISTS/ InSTS network, with which the HPD has applied for connectivity, was scheduled for completion on or before the SCD of the Project;		Can the HPD bid based upon substations which are yet to be bid out and thus do not have a firm completion date but the tentative date as per CTU/NCT/MOP approval is within the SCOD of the project. In such a case , if the substgation gets delayed, would the HPD be eleigible for extension.	Existing provision shall prevail.

Annexure –A

Request for Selection (RfS) for setting up of 255 MW Wind-Solar Hybrid Power Projects with Greenshoe Option of Additional 255 MW Wind-Solar Hybrid Power Projects [RfS No. Tata Power-DDL/RE Hybrid/2022 dated 31.08.22]

Clarification on allocation of Capacity under greenshoe Option

Following provision shall be added in RFS under clause 3.4 regarding Project Capacity Allocation:-

3.4.6 Capacity Allocation under the greenshoe option: The modality for allocation of additional upto 255 MW capacity under greenshoe option shall be as under:-

a) Upto 255 MW additional capacity through greenshoe option may be offered to the Successful Bidder(s), who are willing to execute PPA(s) at the Lowest tariff (L1 rate) discovered under competitive bidding process (followed by reverse e-auction) to the extent of their respective quoted capacity or a higher quantum (in case any of the Successful Bidder(s) does not accept the additional quantum offered under the Greenshoe Option to it) to the maximum extent of the total green shoe capacity.

b) Successful Bidder(s) intending to execute PPA for the greenshoe capacity offered to them shall have to meet the eligibility criteria for the intended capacity under the PPA under greenshoe option. Successful Bidder(s) shall have to comply with the same by making submissions required in accordance with Clause 3.5 [Qualification Requirements] of the RfS within a period of five (5) days from the conclusion of the reverse e-auction.

c) In addition to the foregoing, the Successful Bidders willing to execute PPA under greenshoe option at the L1 rate shall have to give confirmation within the period of five (5) days from the conclusion of reverse e-auction.

d) Greenshoe capacity shall be allocated in proportion of the capacity allotted to the Successful Bidders in the reverse e-auction subject to such Successful Bidders being willing to supply the additional capacity offered to them under the greenshoe option. However, in case any of the Successful Bidder(s) does not accept the additional capacity offered under the greenshoe option to it/them, such unaccepted capacity shall be offered proportionately to the other Successful Bidders, provided that the total greenshoe capacity shall not exceed 255 MW or any other lower capacity decided by Tata Power-DDL.

e) The terms & conditions as well as obligations & rights of Successful Bidder(s) as well as Tata Power-DDL shall be identical for additional capacity allocated under the greenshoe option as for the base capacity of 255 MW under this RfS.

f) Selection of greenshoe capacity of up to 255 MW shall be at Tata Power-DDL's discretion and shall be given effect to subject to approval of the Appropriate Commission.

Clarification on Delivery Point

Hearing on the petition [Petition No. 50/2021] seeking approval from Hon'ble DERC for the bidding documents for the long-term power procurement from grid connected Wind-Solar Hybrid Power Projects concluded on **23.06.2022**. The order was issued by the Hon'ble DERC on **27.07.2022**.

Delivery Point, as defined in the bid documents, will be:

"Delivery Point" shall mean the point at which energy is delivered at Tata Power-DDL periphery; (i.e., the interconnection point of DTL network with Tata Power-DDL network). All the transmission charges and losses from generator ex-bus till the delivery point shall be to the account of the successful bidder/developer. Taking all necessary consents/arrangements for delivering the power at TPDDL periphery shall remain entirely with the successful bidder. Please note that all the bidders are required to quote the tariff (inclusive of all charges, losses, taxes, royalty, cess, duties and any other involved costs whatsoever) at the delivery point. All inclusive tariff at delivery point shall be used for the purpose of further bid evaluation.

Hon'ble Central Electricity Regulatory Commission (CERC) has notified on **19.07.2022** the Connectivity and General Network Access to the inter-State Transmission System Regulations, 2022 [**GNA Regulations**] which shall come into force in future but during the period of development, construction and operation of the Wind-Solar Hybrid Power Projects envisaged to supply power to Tata Power-DDL under the RfS.

Clause 17.1 of the GNA Regulations provides that *"the following entities shall be eligible as Applicants to apply for grant of General Network Access (GNA) or for enhancement of the quantum of GNA:*

- (i) State Transmission Utility on behalf of intra-State entities including distribution licensees;*
- (ii) A drawee entity connected to intra-State transmission system;*
- (iii) A distribution licensee or a Bulk consumer, seeking to connect to ISTS, directly, with a load of 50 MW and above;*
- (iv) Trading licensees engaged in cross border trade of electricity in terms of the Cross Border Regulations;*
- (v) Transmission licensee connected to ISTS for drawal of auxiliary power."*

Clause 23 of the GNA Regulations provides as below:

An entity covered under Regulation 17.1 which is a GNA grantee, may authorise other entities covered under Regulation 17.1 which are GNA grantee(s), to use its GNA, in full or in part, with prior approval of the Nodal Agency, for a period not exceeding 1 (one) year at a time on mutually agreed terms and conditions:

Provided that payment liability for transmission charges shall continue to be with the original GNA grantee that authorised its GNA to be used by other GNA grantee(s):

Provided further that for the purpose of calculating the transmission deviation charges under the Sharing Regulations, GNA authorised to be used by other GNA grantee(s) shall be reduced from original GNA grantee that authorised its GNA to be used by other GNA grantee(s) and shall be added to GNA of other GNA grantee(s) which is using it.

Accordingly, the Bidders shall submit the all-inclusive tariff at the Delivery Point as below:

Generator Ex-Bus Tariff	STU Transmission Charges	STU Transmission Losses	CTU Transmission Charges	CTU Transmission Losses	DTL Transmission Charges	DTL Transmission Losses	All-inclusive Tariff
INR/kWh	INR/kWh	INR/kWh	INR/kWh	INR/kWh	INR/kWh	INR/kWh	INR/kWh
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h) = (a) + (b) + (c) + (d) + (e) + (f) + (g)

The following shall be applicable in the bidding process:

- (i) The Bidder shall use the STU transmission charges, STU transmission losses, CTU transmission charges, CTU transmission losses, DTL transmission charges and DTL transmission losses, as applicable on the last day of submission of the bid, in the manner set out in the table above.
- (ii) Tata Power-DDL reserves the right to place the LOI and execute the PPA with the Successful Bidder(s) at quoted tariff excluding DTL transmission charges and DTL transmission losses, if any, considering the applicability of the GNA Regulations in the future.

Amendment in PPA.

Sr. No	Clause	Existing Clause	Amended Clause
1	<p>(PPA) Definition</p> <p>“Power Project” or “Project”</p>	<p>“Power Project” or “Project” shall mean the Wind-Solar hybrid power generation facility of Contracted Capacity of [Insert capacity] MW, located at [Insert name(s) of the village(s)] in [Insert name(s) of the District(s) and State(s)] having a separate control system, metering and a single point or separate points of injection into the grid at Delivery/ Interconnection/ Metering point(s) at ISTS substation or in case of sharing of transmission lines, by separate injection at pooling point. In case of multiple points of injection, the maximum number of such multiple injection points for each Project, will be two (2). The rated capacities of the various Project components are as follows: Solar PV component: _____MW Wind power component: _____MW.</p> <p>This includes all units/ modules and auxiliaries and associated facilities, bay(s) for transmission system in the switchyard, dedicated transmission line up to the interconnection/ Metering Point and all the other assets, buildings/structures, equipment, plant and machinery, facilities and related assets required for the efficient and economic operation of the power generation facility, whether completed or at any stage of development and construction or intended to be developed and constructed for the purpose of supply of power to TPDDL;</p>	<p>“Power Project” or “Project” shall mean the Wind-Solar hybrid power generation facility of Contracted Capacity of [Insert capacity] MW, located at [Insert name(s) of the village(s)] in [Insert name(s) of the District(s) and State(s)] having a separate control system, metering and a single point or separate points of injection into the grid at Delivery/Interconnection/Metering point(s) at ISTS substation or in case of sharing of transmission lines, by separate injection at pooling point. The rated capacities of the various Project components are as follows:</p> <p>Solar PV component: _____MW Wind power component: _____MW.</p> <p>This includes all units/ modules and auxiliaries and associated facilities, bay(s) for transmission system in the switchyard, dedicated transmission line up to the interconnection/ Metering Point and all the other assets, buildings/structures, equipment, plant and machinery, facilities and related assets required for the efficient and economic operation of the power generation facility, whether completed or at any stage of development and construction or intended to be developed and constructed for the purpose of supply of power to TPDDL;</p>