Date-17th Oct '2025

Reply to bidder's queries received in TPDDL ST bilateral tender dated 10th October'2025

Response to clarifications requested by the bidders in Tata Power-DDL tender document for short term power purchase of up to 650 MW RTC/Slot Wise power on firm basis for the period of 16.04.2026 to 30.09.2026, vide Tender No: Tata Power- DDL/PMG/Tender/Power/Purchase-2025-26/01 dated 10th Oct'25.

S. No.	Clause No.	Modification Requested	Queries/ Clarification	Response by TPDDL
1	Sr. no. 9 of Table on Page 1 of 24: "Issuance of LOA and submission of signed LOA": T0 + 30 5. EARNEST MONEY DEPOSIT ("EMD") / BANK GUARANTEE ("BG") EMD shall be valid for a period of Ninety (90) days from the closing date of bid submission and the same shall be issued in the form of BG /e-BG issued by any Nationalized/Scheduled Bank or Electronically Transfer through RTGS / NEFT as per details given below: 9. Validity of	From the joint reading of the mentioned clauses, it is clear that the validity of the tender is 20 days i.e. within 20 days TPDDL has to issue the LOA else the bidder is free to withdraw its bids without forfeiting the EMD and in case LOA is issue, Bidder has to provide signed LOA within prescribed timelines. Also, the validity of the EMD is 90 days, Therefore, TPDDL must take the Hon'ble DERC commission approval of the power procurement and adoption of tariff within 90 days after conclusion of e-RA and the bidding process else the EMD submitted by the bidder will expire and bidder shall not be liable to renew the EMD. Please Confirm? For avoidance of doubt, it is clarified that in case the LOA issued by TPDDL is subject to approval of Hon'ble DERC and/or bear any such special provision then such LOA shall be at bidder's discretion for acceptance.		It is requested to please follow Tender Terms & conditions

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	Tender and Offer: The offer against tender should remain valid for 20 (twenty) days from the date of closing of e-Reverse Auction, subject to the Bidder(s) extending the same at the request of TPDDL (if any), along with EMD, beyond the original validity period. Clause I5. Contract award and conclusion: "15.1 The PPA shall be signed with the Selected Bidder(s) consequent to the selection process. After the conclusion of bid process, the Standing Committee constituted for evaluation of RfP bids shall provide appropriate certification on conformity of the bid process evaluation according to the provisions of			

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	the RfP document. Tata Power–DDL shall provide a certificate on the conformity of the bid process in the MoP Guidelines to the Hon'ble DERC." 15.3 Tata Power–DDL shall submit a Petition to the Hon'ble DERC for approval of the power procurement and adoption of tariff after conclusion of the bidding process.			
2	Clause No.3 Pointer 2 (Page 4 of 24): "Tata Power-DDL may decide to take any quantum upto the capacity mentioned in the below specific requisition during any specific month/period based upon requirement and	Please clarify whether LOA will be issued for any partial month/period also? Illustration: For requisitions No.1 i.e. from 16th Apr'26 to 30th Apr'26, can LOA be issued for partial requisition such as 16th Apr'26 to 20th Apr'26. if issued for partial requisition period say 16th to 20th Apr'26 then same shall be at bidder's discretion for acceptance.		LOA will be issued for complete requisition as mentioned in Tender

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	competitiveness of bids received, subsequent to Approval by Hon'ble DERC (as per requirement)."			
3	TPDDL Power Requirement (Page 5 of 24): Quantum: RTC, 00 to 03 & 17 to 24 requisition in single period	The number of requisitions under 3 bid requirements i.e. RTC, DAY & NIGHT which are on fortnightly basis. We request you to reduce the number of requisition as under:- (1) making monthly instead fortnightly and, (2) merging those requisitions which are having same quantum of requirement on monthly basis. Illustration:- For Aug'26, present requisition of 6 can be reduced to 3.	As per the NIT, online bids are to be submitted under separate requisition i.e. RTC, Day & Night each having 11, 11 & 11 respectively (Total 33) Requisitions (line items), respectively, divided on fortnightly basis. The e-RA of all the requisition shall take place simultaneously. Please appreciate that operating on 33 Requisi tions all together under a time-bound e-RA process with time ex tension of only 10 minutes is pr actically unmanageable for the bidder(s). Also, the same shall not be in the interest of TPDDL, because the bidder(s) those who are willing to reduce the price in e- RA will not get appropriate time to gauge the	It is requested to please follow Tender Terms & conditions

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			simultaneous reduction(s) in 33 requisitions to analyze & thereafter act upon it.	
4	General clarification sought:		Reference to clause no. 1 ' IV.' of the NIT and every single requisition in the tender i.e. for the period 01.05.2025 to 15.05.2025 and so on, it is clear that incase the LOA is being issued by TPDDL then the same has to be issued for the entire requisition period (i.e. from 01.05.2025 to 15.05.2025) and not for partial requisition period / number of days as per the subject tender. *Kindly confirm.* if issued for partial requisition period say 1st to 10th May'25 then same shall be at bidder's discretion for acceptance.	LOA will be issued for complete requisition as mentioned in Tender

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5	Clause no. 5 (Page no. 7 of 24) EMD shall be valid for a period of 90 days after the closing date of bid submission and the same shall be issued in the form of Bank Guarantee…………	Clause no. 5 (Page no. 5 of 20) EMD shall be valid for a period of 30 days after the closing date of bid submission and the same shall be issued in the form of Bank Guarantee…………	We request TPDDL to kindly keep validity of EMD as 30 days instead of 90 days as further 30 days claim period is also provided after expiry. Since the validity of the tender is for 20 days and an additional 15 days shall be kept for EMD forfeiture i.e. total 45 days for validity of EMD. Covering 30 days expiry period and 30 days claim period. You may please appreciate that for any bidder/seller blocking its working capital limit for a period of 90 days is unreasonable in the subject tender.	It is requested to please follow Tender Terms & conditions
6	Clause no. 6 (Page no. 8 of 24) The CPG provided by the Successful Bidder(s) shall be forfeited for non-performing the contractual obligations…..		Please clarify what is the non- performing contractual obligation in the said clause?	Obligation of bidder/supplier as mentioned in the tender

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7	Clause no. 18.3 (Page no. 15 of 24) The successful bidder(s)/Trader(s) shall apply T-GNA and make advance payment in full to the Nodal RLDC as per the timelines provided in Central Electricity Regulatory Commission (Connectivity and General Network Access to the inter-State Transmission System) Regulations, 2022 amended time to time. The open access booking charges, if any, payable by Tata Power-DDL shall be reimbursed to the successful bidder(s)/Trader(s).	The successful bidder(s)/Trader(s) shall apply T-GNA and make advance payment in full to the Nodal RLDC as per the timelines provided in Central Electricity Regulatory Commission (Connectivity and General Network Access to the inter- State Transmission System) Regulations, 2022 amended time to time. The open access booking charges, if any, payable by Tata Power-DDL shall be reimbursed to the successful bidder(s)/Trader(s) within 3 days (Due Date) including bill date. *A surcharge of 1.25% (One Point Two Five Percent) pe r month shall be applied on O A charges payments outstanding after Due Date.*	As per the new regime, NLDC has implemented the procedure in which while applying advance application in NOAR, Trader has to make upfront payment in portal for booking of transmission corridor. Accordingly, TPDDL has to reimburse the T-GNA charges to Trader within 3 days on receipt of open access charges bill from Trader.	It is requested to please follow Tender Terms & conditions

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8	Clause no. 18.4 (Page no. 15 of 24) In case Tata Power-DDL surrenders the already booked T-GNA, Tata Power-DDL shall bear the Charges, to be deducted by NRLDC for such surrender of booked corridor as per the prevailing regulations.	In case Tata Power-DDL */ Bidder* surrenders the already booked T-GNA, *revision of schedules by either of both parties should be uniform on RTC / non-RTC basis and not for any specific hours i.e. for RTC LOA (00-24) and for non-RTC LOA (17-24 Hrs. and 00-03 Hrs.) except during the forced outage of the generator.* *Party seeking revision* shall bear the Charges, to be deducted by NRLDC for such surrender of booked corridor as per the prevailing regulations.	Please note that TPDDL will do any curtailment in the approved open access contracted quantum in the duration for which LoA has been issued i.e. RTC / Non-RTC (17-24 Hrs & 00- 03 Hrs) and not for any specific hours.	Any revision in approved quantum will be done on uniform basis
9	Clause no. 20 (Page no. 16 of 24) ……………… The due date of payment of T-GNA/open access bills will be 7 days from the issue of the bill (excluding the day on which the bill is received).	The due date of payment of T-GNA/open access bills will be 3 days from the issue of the bill (excluding including the day on which the bill is received). No rebate is applicable on payment of open access bill.	As per the new regime, NLDC has implemented the procedure in which while applying advance application in NOAR, Trader has to make upfront payment in portal for booking of transmission corridor. Accordingly, TPDDL has to reimburse the T-GNA charges to Trader within 3 days on receipt of open access charges bill from Trader.	It is requested to please follow Tender Terms & conditions

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10	Clause no. 23 (Page no. 17 of 24) Both the parties would ensure that actual scheduling does not deviate by more than 15% of the contracted power as per the approved open access on monthly basis.		We understand that both Buyer & Seller can individually deviate 15% of the contracted energy. Please clarify. For thermal generators it is unfeasible and impractical that deviation of 15% is not allowed individually. It is because, the forced outage(s) in the plant due to technical issues are unpredictable in nature and are bound to happen during contracted supply period/fortnight. Therefore, 15% deviation is to be allowed individually only in a fortnight / requisition basis. In event of such forced outage(s) the Seller/Generator shall fall under the compensation liability if TPDDL exercised it right of 15% on first basis. Which is why, Ministry vide its guidelines has mandated to keep the compensation clause on Monthly Basis individually as per the contracted energy. However, TPDDL have further break into requisition /	Both the parties individually has the option to surrender the contracted Quantum/Energy by 15% for each requisition.

			fortnight basis in a month.	
11	Clause no. 24 Payment Security Mechanism: Tata Power-DDL shall provide revolving Letter of Credit (LC) equivalent to 100% of the weekly energy corresponding to Contracted Capacity at the tariff indicated in LOA. LC shall be opened before commencement of supply of power.	Tata Power-DDL shall provide revolving Letter of Credit (LC) equivalent to 100% of the weekly fortnightly or monthly energy corresponding to Contracted Capacity at the tariff indicated in LOA. LC shall be opened before commencement of supply of power. The LC shall be operated only in case Tata Power-DDL fails to make payment after a period of 15 days from the bill due date.	1) This is in reference to the Ministry of Power (MOP) Electricity (Late Payment Surcharge and Related Matters) Rules, 2022 and Procedure for Regulation of access under the Electricity (Late Payment Surcharge and related matters), Rules 2022 published by National Load Despatch Centre (NLDC); LC is mandatory before commencement of power supply and for applicability of late payment surcharge. Hence, power supply	It is requested to please follow Tender Terms & conditions

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			shall commence only after receipt of PSM from TPDDL. In case TPDDL fails to provide PSM, bidder shall have option to sell the capacity in open market and TPDDL shall have to pay the liquidated damages for failure to offtake the capacity due to PSM. Power supply shall resume only after receipt of PSM from TPDDL. You may please appreciate that PSM provided by TPDDL insufficient to cover the financial exposure of the seller/bidder against power supplied. So, we request you to provide the PSM considering at least 15 days or 30 days of supply depending upon the period for which LOA is issued.	
12	Clause 3, Quantum of Power		Is it mandatory to quote for RTC, Day and Night events against a particular requisition or can bidders only participate in RTC event?	Bidder may choose to bid for any or all requisitions subject to minimum 25 MW criteria
13	Clause 7.3, Tariff Structure		Please clarify whether ISTS losses will be borne by bidder or TPDDL.	It is requested to please follow Tender Terms & conditions
14	General Query		Uniform Schedule revision except for forced outage/partial	Accepted

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			outage may be included.	
15	Clause 23, Payment of Liquidated Damages for Failure to Supply the Instructed Capacity		In reference to RFP clause No. 23, please clarify whether the 15% deviation limit of the contract energy is applicable individually (i.e., separately for both buyer and seller) or combined for both buyer and seller for the purpose of compensation/ liquidated damage. DISCOMS like RUVITL are providing for individual 15% deviation limit and same may please be included in this tender. Also, please clarify that damages will be calculated on fortnightly basis or monthly basis.	Both the parties individually has the option to surrender the contracted Quantum/Energy by 15% for each requisition. Damages will be calculated accordingly.
16	Clause 5, Earnest Money Deposit		Since bid is valid till 20 days after closing of eRA, it is requested to align the EMD validity with bid validity or EMD validity may be kept at maximum 30 days after closing of eRA. In case of extension of bid validity, EMD can also be extended to same extent.	It is requested to please follow Tender Terms & conditions
17	General Query		In case of forced or partial outage, bidder may be allowed to arrange power from alternate	It is requested to please follow Tender Terms & conditions

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			source/market without prior consent of TPDDL. Generator should be free to supply from alternate sources as per IEGC clause 48	
18	Clause No.5 Earnest Money Deposit ("EMD")/Bank Guarantee ("BG")	EMD shall be valid for a period of Ninety (90) days from the closing date of bid submission 20 (twenty) days from the date of closing of e-Reverse Auction and the same shall be issued in the form of BG /e-BG issued by any Nationalized/Scheduled Bank or Electronically Transfer through RTGS / NEFT.	As per SBD guideline, the validity of EMD is per per the validity of tender i.e. 20 (twenty) days from the date of closing of e-Reverse Auction. So, we request TPDDL ensure that the validity of the EMD is maintained in accordance with the said amendment.	It is requested to please follow Tender Terms & conditions
19	Clause No. 9 Validity of tender and offer			
20	Clause No. 5 (Earnest Money Deposit (EMD)/ Bank Guarantee (BG)):		As per the tender document, " EMD shall be valid for a period of 90 days from the closing date of bid submission..." We request TPDDL to keep the validity of the EMD same as the validity of the tender i.e. 20 days from the date of closing of e-Reverse Auction.	It is requested to please follow Tender Terms & conditions

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21	*Clause No. 6 (Tariff Structure):*		As per the tender document, it is mentioned that, " If the power is being supplied through alternate source, additional charges and losses if any, due to cancellation of existing corridor and booking of new corridor etc., shall be to the account of Bidders.."If our generator intends to provide power to TPDDL through an alternate source due to any reason, we understand that TPPDL shall permit this supply with additional charges(if any applicable). However, if TPDDL denies permission for this alternate source, no compensation shall be applicable on the Bidder. Request to kindly provide clarification on the same also.	It is requested to please follow Tender Terms & conditions

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22	Clause No. 9 (Validity of Tender and Offer):		As per the tender document, " The offer against tender should remain valid for a period of twenty (20) days from the day of closing of e-Reverse Auction". (i) Request to kindly clarify whether the bid validity period shall be including or excluding the date of E-Reverse Auction. (ii) As per the Clause No. 7.13 of the Short Term Guidelines issued by MoP, " In case the Procurer fails to issue the LoI within a period of 15 days from the close of e-Reverse Auction, the Successful Bidder(s) shall have the option to exit without forfeiting t he EMD." In view of the above, it is requested to kindly keep the bid validity period fifteen (15) days from the day of closing of e-Reverse Auction ".	It is requested to please follow Tender Terms & conditions

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23	Clause No. 14.3 (ISSUANCE OF LETTER OF AWARD (LOA):		As per the tender document, " In case the LOA is issued but Selected Bidder(s) is / are not in a position to fulfil the requirement, being selected in another bidding process or due to any other reason the EMD / CPG shall be forfeited as the case may be." In case trader being a successful bidder, successful bidder may accept the partial LoI quantum due to non-acceptance of LoI by any of its generator(s), in such case the LoI may be considered as partially accepted by the successful bidder. Accordingly, the EMD amount against the unaccepted quantum shall be forfeited by TPDDL and rest of the EMD amount shall be refunded to the successful bidder. Request to kindly confirm on the same	It is requested to please follow Tender Terms & conditions
24	Clause No. 20 (Payment):		As per the tender document, " The due date of payment of T-GNA/open access bills will be 7 days from the issue of the bill (excluding the day on which the bill is received)". It is requested to kindly keep this clause as, "Payment of Open Access and T-GNA	It is requested to please follow Tender Terms & conditions

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			charges shall be as per the due date mentioned in the approval received from NOAR."	
25	As per Clause No. 23 (PAYMENTS OF LIQUIDATED DAMAGES FOR FAILURE TO SUPPLY THE INSTRUCTED CAPACITY):		As per the tender document, " Both the parties would ensure that actual scheduling does not deviate by more than 15% (Fifteen Percent) of the contracted power as per the approved open access on monthly basis. In case deviation from Tata Power-DDL side is more than 15% (Fifteen Percent) of contracted energy for which open access has been allocated on monthly basis, Tata Power-DDL shall pay compensation at 20% (Twenty Percent) of Tariff per kWh for the quantum of shortfall in excess of permitted deviation of 15% (Fifteen) while continuing to pay open access charges as per the PPA/ Contract. In case deviation from Bidder side is more than 15% (Fifteen Percent) of contracted energy for which open access has been allocated on monthly basis, Bidder shall pay compensation to Procurer at 20%	Both the parties individually has the option to surrender the contracted Quantum/Energy by 15% for each requisition.

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			(Twenty Percent) of Tariff per kWh for the quantum of shortfall in excess of permitted deviation of 15% (Fifteen) in the energy supplied in a month (requisition wise) and continue to pay for the open access charges as per the PPA/ Contract. I. We understand that both the parties individually has the option to surrender the contracted quantum by 15%. Request to kindly confirm on the same. II. It is requested to kindly clarify the billing period and payment due date towards Liquidated Damages. III. Request to kindly clarify who shall bear the Open Access charges in case of revision by either party.	
26	Uniform Revision of Power:		The Bidder(s) shall submit bids on behalf of Generator(s) on short term basis at very competitive prices considering the off-take of power by Procurer (i.e., TPDDL) on Round-the-Clock (RTC)/ requisition basis. Since Generators are participating considering the RTC/requisition off-take of Power by the TPDDL, it is requested	Any revision in approved quantum will be done on uniform basis

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			that any real time revision in schedule by TPDDL shall be on uniform RTC/requisition basis other than Force Majeure Conditions. If the revision done is on Non-RTC/non-requisition basis, it will be difficult for Generator(s) to operate at partial load for few hours resulting in generation inefficiency. Further, Generator(s) are likely to face difficulties for tying up of surrendered capacity for certain blocks. Hence, it is requested that TPDDL shall ensure off-take of power on uniform RTC/requisition basis only.	
27	Revision of Schedule		Revision of Schedule may please be added in the tender document itself as per the clause no. 5.5 of the "Agreement for power purchase".	It is requested to please follow Tender Terms & conditions
28	Clause No. 7.5 Alternate Source of Supply: ...... If the power is being supplied through alternate source, additional charges and losses if any, due to cancellation of existing corridor and booking of		It is to be clarified that in the event of a unit/plant outage or any forced outage, if the Seller is in a position to supply power from an alternate source, but TPDDL does not provide consent for scheduling the same, such power shall still be considered	It is requested to please follow Tender Terms & conditions

	new corridor etc., shall be to the account of Bidders.		as availability of the Seller for the purpose of compensation calculation.	
29	Clause No. 23 Payment for Liquidated Damages for failure to supply the contracted capacity: Both the parties would ensure that actual scheduling does not deviate by more than 15% of the contracted power as per the approved open access on monthly basis.		It is to be clarified whether the deviation calculation is to be carried out individually for the Seller and the Buyer or on a cumulative basis for both parties combined. In scenarios where the deviation calculation is considered on a cumulative basis by TPDDL, and TPDDL reduces the contracted quantum and utilizes the 15% deviation margin in the first 7–8 days, any subsequent outage of the Seller's unit may require the Seller to further reduce the supply quantity to zero or partially. This could result in an additional deviation of around 10% of the contracted power. Consequently, the total cumulative deviation (TPDDL + Seller) would amount to approximately 25%. In such a case, the Seller would be liable to bear compensation for the 10% deviation exceeding the	Both the parties individually has the option to surrender the contracted Quantum/Energy by 15% for each requisition. Damages will be calculated accordingly.

			permissible limit, even though this deviation arose due to the combined actions of both parties. It is important to highlight that, for better clarity and fairness, several other utilities have already clarified through corrigenda that "deviation calculation shall be carried out individually for the Seller and the Buyer." Corrigenda and relevant tender documents of two such utilities are attached for your reference.	

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