THE UTTAR PRADESH ELECTRICITY REGULATORY COMMISSION

LUCKNOW

Petition No. 2387 of 2026

QUORUM

Hon'ble Shri Arvind Kumar, Chairman

Hon'ble Shri Sanjay Kumar Singh, Member

IN THE MATTER OF

Petition u/s 86 (1) (b) of the Electricity Act, 2003 on behalf of Uttar Pradesh Power Corporation Limited seeking modification of Order dated 06.02.2026 in Petition No. 2307 of 2025 read with order dated 11.02.2025 passed in Petition No. 2160 of 2024 and Order dated 04.07.2025 passed by the Commission in Petition No. 2205 of 2025 and approval of certain additional deviations from this Commission that have become necessary in the bidding documents which have already been approved by this Commission vide aforementioned Orders for procurement of power from hydro power generating station(s) that would dedicate a contracted capacity between 50 MW to 4000 MW and supply for a period of 25 to 40 years.

AND

IN THE MATTER OF

Uttar Pradesh Power Corporation Limited (UPPCL),

Through Chief Engineer- Planning,

Shakti Bhawan, 14–Ashok Marg, Lucknow-226001 .... Petitioner

FOLLOWING WERE PRESENT

1. Sh. Shashwat Singh, Advocate, UPPCL
2. Sh. Prakher Shukla, Advocate, UPPCL
3. Sh. Sayed Abbas Rizvi, C.E-Planning, UPPCL
4. Sh. Ayush Singh, S.E-Planning, UPPCL
5. Sh. Avinash Kumar, E.E-Planning, UPPCL
6. Sh. Siddhartha, Consultant, UPPCL

ORDER

(DATE OF HEARING: 18.06.2026)

1. The Petitioner, UPPCL has filed this Petition seeking approval of certain additional deviations in the bidding documents already approved by the Commission in the matter of procurement of power from hydro power generating station(s) that would dedicate a contracted capacity between 50 MW to 4000 MW for a period of 25 to 40 years. The prayers of the Petitioner are as follows:
   a) Take the instant petition on record; and
   b) Issue the necessary orders/directions for approval of the deviations in the bidding documents proposed by the UPPCL in the instant petition; and
   c) Issue the necessary orders/directions to modify the order dated 06.02.2026 in Petition No. 2307 of 2025, order dated 11.02.2025 passed in petition no 2160 of 2024 and order dated 04.07.2025 passed by the Commission in petition no. 2205 of 2025 to the extent prayed for in this petition; and
   d) Issue necessary orders/directions for approval of tender documents, i.e., RFP and Draft HPPA; and
   e) Condone any inadvertent omissions/errors/shortcomings.
   f) Pass such orders that this Commission may deem fit in the present facts and circumstances of the case.

Background of the case

2. The Petitioner has mainly submitted the following in the Petition:
   a) The Commission, vide its Order dated 10.10.2024, approved the bidding documents (i.e., RFP and draft HPPA) with certain directions for procurement of hydro power, in first Petition No. 2057 of 2024 filed by UPPCL. After carrying out the changes as directed by the Commission, certain difficulties had arisen pertaining to the bidding portal. Subsequently, UPPCL filed second Petition No. 2160 of 2024 seeking approval of certain deviations in the approved bidding documents which were eventually approved by the Commission vide its order dated 11.02.2025.

b) Thereafter, UPPCL conducted a video conferencing with the prospective bidders, wherein following feedbacks were conveyed to UPPCL:
   (i) For small hydro power plants, the design energy was not approved by the CEA.
   (ii) Central Government has set a capital expenditure threshold of Rs.1000 Crore, above which CEA does concurrence of hydro plants. Consequently, the prospective bidder highlighted that approximately 70% of the available capacity with them may not qualify to participate in the tender, as design energy of these prospective projects was not approved by the CEA.

c) Section 8 of the Electricity Act, 2003 states that any generating company intending to set up a hydrogenating station shall prepare and submit to the CEA for its concurrence, a scheme estimated to involve a capital expenditure exceeding such sum, as may be fixed by the Central Government, from time to time, by notification. The Ministry of Power (MoP), Government of India vide notification dated 18.04.2006, stated that the concurrence of the CEA was required for hydro generation projects involving:
   (i) A capital expenditure of Rs.500 Crore or more or
   (ii) Projects included in the National Electricity Plan (NEP), or
   (iii) Hydro plants are allocated through transparent bidding as per Central Government.

   The MoP, vide notification dated 28.01.2014, had increased the capital expenditure limit from Rs.500 Cr. to Rs.1000 Cr. for hydro generation projects.

d) Thereafter, UPPCL filed third Petition No. 2205 of 2025 before the Commission for approval of additional deviations with respect to the following:
   (i) Increase in the quantum of procurement of Hydro Power from 4000MW to 6000MW; and
   (ii) Omission of appointed date for the year 2025 and inclusion of appointed dates of 01.04.2029, 01.04.2030, 01.04.2031, and 01.04.2032.

e) The Commission, vide order dated 04.07.2025 passed in Petition No. 2205/2025, had opined that increase in the quantum of procurement of power could be done only after the Resource Adequacy Plan of UPPCL was vetted and revised by the CEA hence, said prayer was not granted by the Commission. Regarding changes in appointed dates, the Commission had stated that since the earlier approved date, i.e., 01.04.2025, had already lapsed, therefore, new appointed dates under the bidding document would be 01.04.2026, 01.04.2027, 01.04.2028 and 01.04.2029.

f) Thereafter, UPPCL filed fourth Petition No. 2307 of 2025 seeking modification of the orders dated 11.02.2025, 04.07.2025 and approval of certain additional deviations that became further necessary in the bidding documents, which have already been approved by the Commission. The Commission, vide order dated 06.02.2026 in Petition No. 2307 of 2025, approved the new appointed dates extending from 01.04.2026 to 01.04.2032 for the bidding documents. UPPCL filed fifth Petition No. 2369 of 2026, which was dismissed as withdrawn by the Commission vide its order dated 11.05.2026, with a liberty to file afresh.

g) Pursuant thereto, tender was floated by UPPCL on the Bharat Portal, various bidders had sought clarifications regarding the applicability of ISTS charges in case of domestic hydro power projects (located within India) and cross-border (imported) hydro projects. UPPCL issued a Corrigendum clarifying the methodology for calculation of ISTS charges and provided further clarifications on various RFP clauses. However, certain bidders raised further queries on various provisions of the bidding documents, particularly- Applicability of ISTS charges, Bid Security requirement and Force Majeure.

h) The queries raised by the bidders were examined and deliberated internally by UPPCL. It was observed that certain clarifications are required to be issued for better understanding of the bidding documents, and in few cases minor deviations/clarificatory modifications are necessary to remove ambiguity and ensure transparency in the bidding process. Therefore, UPPCL again approached the Commission by way of this Petition in which it stated following against respective issues.

i) On the issue of ISTS charges, UPPCL submitted as follows:
   (i) The approved tender documents envisaged that power procured from generating stations located outside India (i.e., imported power) shall not be eligible for waiver of ISTS charges, whereas power procured from generating stations located within India (i.e., domestic power) shall be eligible for 100% waiver of

ISTS charges. Accordingly, only those bidders offering imported power were required to factor in ISTS charges in their quoted tariff, while bidders offering domestic power were required to quote nil ISTS charges.

(ii) Subsequently, certain bidders raised queries regarding the treatment of ISTS charges for domestic bidders, particularly in light of the revised dispensation whereby the ISTS waiver has been reduced from 100% to 75%, subject to execution of the PPA and award of construction work on or before 30.06.2026. Hence, it became necessary to consider the applicability of ISTS charges in the tariff quoted by domestic bidders also, for ensuring a level playing field amongst all bidders and to facilitate fair, transparent and equitable evaluation of bids.

(iii) Petitioner issued a corrigendum clarifying the treatment of ISTS charges. Thereafter, certain bidders raised concerns with respect to the methodology prescribed therein for computation of per-unit ISTS charges. In light of the raised concerns and considering that Clause 12.7 of the HPPA adequately safeguards the interests of UPPCL in cases where bidders may either quote higher ISTS charges to inflate its tariff or quote lower ISTS charges to secure a favorable ranking, it was regarded appropriate and prudent to permit bidders to quote per-unit ISTS charges. Accordingly, UPPCL proposed to issue following clarifications and amendments for determination of liability and computation of ISTS charges:

(a) All bidders, including those offering cross-border (imported) hydro power as well as domestic hydro power, shall quote per-unit ISTS charges based on their own assessment and thereafter computation in accordance with the provisions of bidding documents while including the same in the price bid.

(b) The bidders shall take into account the applicable ISTS waiver in terms of the notifications/orders issued by the Ministry of Power and any subsequent amendments, directions, or regulations issued by the Appropriate Commission or other competent authorities, as applicable up to the bid due date.

(c) The bidders shall submit, along with their bid, a duly signed and certified detailed computation of the per-unit ISTS charges, along with the Appendix-

I (Letter Comprising the Application for Qualification), to be uploaded on the bidding portal and submitted in hardcopy as per clause 2.12.3 of the RFP.

(d) The Petitioner reserves the right to seek any clarification, including underlying computation sheets, during the course of bid evaluation, and the bidders shall be bound to furnish the same as and when required. As per the prevailing policy framework, ISTS waiver is presently available for a period of 18 years from the COD for eligible projects. Upon expiry of the said period, the successful bidder shall be liable to bear 100% of the applicable ISTS charges, and bidders are required to duly factor in the same while quoting their tariff. The methodology for computation of the 'Actual ISTS Charges payable by UPPCL' under Clause 12.7 of the HPPA shall be as follows:

(i) Total ISTS charges payable by UPPCL to the Central Transmission Utility (CTU) for the relevant month divided by the total energy scheduled by UPPCL for the corresponding period; and

(ii) Irrespective of the methodology or tariff framework adopted by the CTU from time to time, the computation under Clause 12.7 shall, throughout the tenure of the HPPA, be based on the aforesaid principle.

(e) The methodology for application of ISTS waiver for computation of 'Actual ISTS Charges payable by UPPCL' shall be as under:

(i) During the ISTS waiver period, applicable ISTS charges shall be considered at x% of the total charges, or such higher percentage as may arise due to delay attributable to the Supplier. However, in cases where delay in execution of the PPA is solely attributable to UPPCL, additional ISTS liability during the waiver period shall be borne by UPPCL.

(ii) Upon expiry of the ISTS waiver period, 'Actual ISTS charges payable by UPPCL' to be considered under Clause 12.7 of the HPPA shall be 100% of the applicable ISTS charges.

j) On the issue of Bid Security encashment, UPPCL submitted as follows:

(i) As per the provisions of the already approved bidding document, in the event the selected bidder fails to sign the HPPA, breaches any commitment prior to providing the Performance Security, or fails to comply with other conditions specified under Clause 1.2.4 of the RFP, the Bid Security of such bidder shall be encashed by UPPCL.

(ii) In this regard, certain bidders have raised queries seeking clarification that, in case of non-grant or refusal to obtain mandatory approval, clearance or permission from the designated competent authority for export of power from the country where the plant is located to India, or for import of power into India, despite timely and bona fide efforts by the bidder, the Bid Security should be returned without encashment or forfeiture. Therefore, UPPCL proposes the amendment in clause 1.2.4 of the RFP for the consideration of the Commission.

k) On the issue of Force Majeure events, UPPCL submits as follows:

(i) Certain bidders have highlighted that in the tender document; an inadvertent inconsistency appears to exist whereby Force Majeure events are considered only with respect to the country in which the power plant is located. Further, existing provision implies that, in the case of imported power, any Force Majeure event occurring in India that hampers the performance obligations of UPPCL would not qualify as a Force Majeure event.

(ii) In this regard, approval for cross-border supply of power is subject to periodic review by the designated authority. Therefore, the bidders have requested that such events be explicitly included within the scope of Force Majeure. Accordingly, UPPCL proposed amendment in Article 17.1 of the HPPA for the consideration of the Commission.

l) Other consequential changes are requested in RFP (i.e., clause 1.2.10, 1.2.11, 1.2.12, 1.2.13, 1.2.14, 1.2.15, 1.2.16, 1.2.17, 1.2.18, 1.2.22, 1.2.25, 1.2.27, 2.3.1, 4.2) and clause 11.1 of HPPA. The aforesaid deviations were uploaded on the bidding portal on 18.04.2026 with the noting that mentioned deviations are 'subject to the approval of the UPERC'.

Records of Proceedings

3. During the hearing held on 18.06.2026, Sh. Shashwat Singh, learned Counsel for the Petitioner, submitted that the present Petition pertained to approval of certain additional

deviations in the already approved bidding documents by the Commission. He further stated that proposed deviations relate to applicability of ISTS charges, Bid Security and Force Majeure clause, arising out of queries raised by the prospective bidders.

4. The Commission sought clarification regarding the proposed amendment in the Force Majeure clause. Counsel of UPPCL responded that proposed amendment seeks only to include 'the Procurer' whereas provision was already existing for generating stations, located both within and outside the country. He further explained that changes relating to Bid Security clause have been proposed to ensure that bid security is returned to the bidders in case of disapproval of import/export of power by competent authorities. The Commission sought the rationale behind asking the bidders to quote ISTS charges based on their own assessment and compute its implications on the bid evaluation process. Sh. Deepak Raizada, on behalf of UPPCL, submitted that the proposed approach has been formulated keeping in view of ISTS charges waiver, which is limited for a period of 18 years, and also considering the nature of hydro power generation wherein variability in generation and project-specific characteristics result in variation in transmission charges across projects.

5. The Commission observed that allowing bidders to quote their ISTS charges based on their own methodologies may lead to lack of uniformity and may affect the fairness of the bidding process; further, it would also make bid evaluation difficult because such an approach may not ensure a level playing field for the bidders. The Commission asked Petitioner to worked out ISTS charges based on the previous year's (i.e., FY 2024-25 or FY 2025-26) actual values and evaluate the bids based on applicable waiver in ISTS charges. Regarding ISTS charges for imported power, the Commission suggested that bidders may be required to quote tariff at the inter-country point after adjusting transmission losses upto delivery point and domestic charges (as notified by UPPCL) will be added/considered till delivery point to evaluate those bids. Sh. Raizada agreed to revisit the suggested methodology of ISTS charges and requested the Commission for a week time to revise the provisions in the tender document in this regard. The Commission allowed Petitioner to file the additional affidavit along with revised documents at the earliest. The Commission reserved the Order in the matter, subject to submission of the Petitioner.

6. On 03.08.2026, Petitioner filed its submission wherein it stated that in compliance with the observations made by the Commission during the hearing held on 18.06.2026, the Petitioner has revised the Tender documents.

Analysis & Decision

7. UPPCL by way of instant Petition is seeking approval of certain additional deviation to the already approved bidding documents by the Commission vide its Order dated 10.10.2024, 11.02.2025, 04.07.2025, and 06.02.2026 in Petition No. 2057/2024, 2160/2024, 2205/2025, & 2307/2025 respectively, for procurement of 4000MW power from hydroelectric projects under Section 63 of the Electricity Act, 2003. The relevant extract of the Commission's Order dated 06.02.2026 in Petition No. 2307/2025 is as follows:

"4. UPPCL by way of instant Petition is seeking approval of certain additional deviation to the already approved bidding documents by the Commission, vide its Order dated 10.10.2024 & 11.02.2025 in Petition No. 2057/2024 & 2160/2024 respectively, for procurement of 4000MW power from hydroelectric projects under Section 63 of the Electricity Act, 2003. The relevant extract of the Commission's Order dated 11.02.2025 in Petition No. 2160/2025 is as follows:

"8. UPPCL filed this Petition seeking approval of the proposed changes/deviations in the already approved Bidding documents in Petition No. 2057/2024 due to change of Bidding Portal i.e., from DEEP Portal to Bharat Portal. The relevant extract of the Commission's Order dated 10.10.2024 in Petition No. 2057/2024 is as under:

"14. We have considered the submissions of the UPPCL, and the documents placed on record in the matter. The salient features of the bidding documents including selection process, as gathered from the submissions made during hearings, and documents placed on record are as follows:

*i. The quantum of hydroelectric power procurement is for **4000MW.***

*ii. The selection of bidders would be based on a single tariff, which will be split equally into base Fixed charges and base Variable charges. The tariff range for this bid is **L1+10%.***

*iii. Bidders are permitted to propose 'PPA tenure' spanning from **25 to 40 years.***

*iv. Bidders are permitted to propose **'Appointed Date'** out of the four appointed dates, which are **01.04.2025, 01.04.2026, 01.04.2027 and 01.04.2028.***

v. Applicants/Bidders have the liberty to propose pooling power from various generation sources within a single application. However, each generation *source within this pooled power arrangement must have* ***a minimum capacity of 10MW****.*

vi. *Overall Bid Quantum should* ***not fall below 50MW****.*

vii. *Any extension in the PPA period shall be done after the approval of the Commission.*

viii. *Bidders of pumped storage project are not qualified as the present bid is* ***an 'Round-the-Clock' (RTC) power bid.***

ix. *Alternate source of power for substitute supply would be from Renewable Energy Source* ***fungible with HPO to meet the RPO targets.***

x. *The selection process for successful bidders has been proposed as under:*

a) *Bidders are permitted to submit either a single bid or multiple bids under the same Application from the same generation source or from pooled power arrangements. In case of same generation source and pooled tariff, bidder will be allowed to quote single tariff with varying quantum for different appointed dates.*

b) *Bidders are prohibited from submitting multiple applications for the same generation source or from pooled power. However, they are permitted multiple applications from different generation sources.*

c) *Selection of bids will be based solely on the tariff discovered through the electronic Reverse Auction (e-RA), regardless of the PPA tenure or appointed date. However, in case of a tie, for selection of successful bidder first priority will be given to the Bidder with longer PPA tenure and second priority will be given to Bidder with earlier Appointed date.*

d) *Following the conclusion of the e-RA, the Lowest Bidder will be declared as the Successful Bidder.*

e) *The selection process for the Successful Bidder, as outlined above, will be repeated for all remaining bidders participating in the e-RA until the entire requisitioned capacity is fulfilled.*

....

23. Further, UPPCL is directed to modify clause 11.8 (Taxes & Duties) in terms of the approved clause 5.8 of the PPA, in the manner it has been articulated in the table depicted under para 22 of this Order. UPPCL shall ensure alignment of tender document with salient features mentioned at para 15, deviations approved at para 22 & 23, and only then proceed with bidding. A copy of final bidding document shall be placed for record of the Commission.'

9. The Commission, after hearing the matter and perusing the documents placed on record, approve the bidding document with the following additional deviations as specified below for procurement of 4000MW power from Hydroelectric Power Plants through competitive bidding:

....

10. UPPCL shall ensure alignment of Bidding document with the deviations approved at para 9 above, and only then proceed with bidding. A copy of final bidding document shall be placed for record of the Commission."

....

6. The Commission notes that through instant Petition, UPPCL sought approval for extension of appointed dates by including the dated viz. 01.04.2030, 01.04.20231, and 01.04.2032, in addition to the already approved by the Commission. The previously approved appointed dates and the currently proposed appointed dates by UPPCL are as follows:

S. No	***Previously Approved Appointed Dates***	***Currently Proposed Appointed Dates***
1.	*01.04.2026*	*01.04.2026*
2.	*01.04.2027*	*01.04.2027*
3.	*01.04.2028*	*01.04.2028*
4.	*01.04.2029*	*01.04.2029*
5.		*01.04.2030*
6.		*01.04.2031*
7.		*01.04.2032*

7. The Commission acknowledges the list of prospective bidders as submitted by UPPCL towards participation in the upcoming bidding process, which would not only enhance competition but would also help in ensuring tie up of proposed power quantum of 4000MW hydro power at competitive rates. Accordingly, the Commission approves the extension of appointed dates as sought by the UPPCL. It is to clarify that the Order dated 10.10.2024, 11.02.2025 & 04.07.2025 shall stand modified to the above extent (i.e., appointed dates) only however, all other approvals, directions, and conditions contained in the earlier orders of the Commission shall remain unchanged. UPPCL shall ensure alignment of Bidding document with the above approved deviations and only then it shall proceed with bidding. A copy of final bidding document needs to be placed before the Commission for its record purposes."

8. The Commission notes that through the instant Petition, UPPCL has sought approval for additional deviations in provisions with respect to applicability of ISTS charges, Bid Security, and Force Majeure clause over and above already approved by the Commission. Further, vide additional affidavit filed on 03.08.2026, the Petitioner submitted proposed deviations (revised) in line with the Commission's directions during the hearing held on 18.06.2026. The details of deviations (revised) as proposed by UPPCL in the bidding documents are provided as under:

S. No.	**Existing Provision**	**Proposed amendment in the Provision**
1. a)	**RFP** 1.1 Background..........	**RFP** **1.1 Background..........**

<table>
<tr><th>S. No.</th><th>Existing Provision</th><th>Proposed amendment in the Provision</th></tr>
<tr><td></td><td>
<table>
<tr><th>Requisition No.</th><th>Month of Supply</th><th>Year of Supply*</th><th>Appointed Date</th><th>Capacity Required (In MW)</th><th>Timings (Hrs.)</th><th>Minimum Bid Capacity (In MW)</th><th>Delivery Point</th></tr>
<tr><td>1</td><td>April to March</td><td>25 to 40 Years from the Appointed Date</td><td>~~01.04.2026 or~~
01.04.2027 or
01.04.2028 or
01.04.2029 or
01.04.2030 or
01.04.2031 or
01.04.2032</td><td>4000</td><td>Round the Clock (RTC) 00:00 to 24:00</td><td>50</td><td>• For UP STU-connected Power Station: nearest UP STU Sub-station.
• For Power Station other than above: UP Periphery (interconnection point of UP STU and CTU)</td></tr>
</table>
Note: Bidders are allowed to quote year of supply ranging from 25 to 40 Years.
</td><td>
<table>
<tr><th>Requisition No.</th><th>Month of Supply</th><th>Year of Supply*</th><th>Appointed Date</th><th>Capacity Required (in MW)</th><th>Timings (Hrs.)</th><th>Minimum Bid Capacity (in MW)</th><th>Delivery Point</th></tr>
<tr><td>1</td><td>April to March</td><td>25 to 40 Years from the Appointed Date</td><td>01.04.2027 or
01.04.2028 or
01.04.2029 or
01.04.2030 or
01.04.2031 or
01.04.2032</td><td>4000</td><td>Round the Clock (RTC) 00:00 to 24:00</td><td>50</td><td>• For UP STU-connected Power Station: nearest UP STU Sub-station.
• For Power Station other than above: UP Periphery (interconnection point of UP STU and CTU)</td></tr>
</table>
Note: Bidders are allowed to quote year of supply ranging from 25 to 40 Years.
</td></tr>
<tr><td>b)</td><td>1.2.4</td><td>1.2.4 (New sub-provision proposed)
g. In the event that any mandatory approval, clearance or permission from the designated competent authority for export of power from the country where the power plant is located to India, or for import of such power into India, is refused, denied or not granted and such refusal, denial or non-grant results in the bidder being unable to supply power to UPPCL or to execute the HPPA, the Bid Security or Performance Security, as applicable, of such Bidder shall be returned without encashment or forfeiture, notwithstanding anything contained in Clause 1.2.4 of the RFP.

Provided that, the return of the Bid Security or Performance Security without encashment shall be considered only where the inability to obtain such approval is not attributable to any default or omission on the part of the Bidder. The decision regarding the return of the Bid Security in such circumstances shall be subject to the satisfaction and sole discretion of UPPCL.</td></tr>
<tr><td>c)</td><td>1.2.10 In e-Reverse Auction Stage, the lowest Bid (Tariff) received in the e-Tender Stage shall be displayed to the Bidders on the Portal and thereafter any subsequent lowest bid in e-Reverse Auction Stage on a real time basis.</td><td>1.2.10 In e-Reverse Auction Stage, the lowest Bid (Tariff <u>after including quoted ISTS charges</u>) received in the e-Tender Stage shall be displayed to the Bidders on the Portal and thereafter any subsequent lowest bid in e-Reverse Auction Stage on a real time basis.</td></tr>
<tr><td>d)</td><td>1.2.11 During the e-Reverse Auction Stage, the Bidders will have the option of reducing the Tariff quoted by them at e-Tender Stage in their Bids in decrements of 1 (one) paisa or multiples thereof and/or to increase the quantum quoted by them at e-Tender Stage by 1 MW or multiples thereof.</td><td>1.2.11 During the e-Reverse Auction Stage, the Bidders will have the option of reducing the Tariff (<u>after including quoted ISTS charges</u>) quoted by them at e-Tender Stage in their Bids in decrements of 1 (one) paisa or multiples thereof and/or to increase the quantum quoted by them at e-Tender Stage by 1 MW or multiples thereof.</td></tr>
</table>

S. No.	Existing Provision	Proposed amendment in the Provision
	Provided that, while increasing the quantum, Bidders will be required to reduce the tariff also in decrements of 1 (one) paisa or multiples thereof. It is clarified that increase in quantum will not be accepted if the tariff is not reduced by at least 1 paisa. Provided that any reduction in Tariff quoted by the Bidders, during the e-Reverse Auction Stage, from their initial Tariff quoted during the bid submission shall be accounted for towards reduction in the Fixed Charges and Variable Charges. It is clarified that ISTS charge component (if any) shall be same as submitted by the Bidder during the bid submission and shall not be subjected to any reduction on account of reduction in Tariff during the e-Reverse Auction Stage.	Provided that, while increasing the quantum, Bidders will be required to reduce the tariff also in decrements of 1 (one) paisa or multiples thereof. It is clarified that increase in quantum will not be accepted if the tariff is not reduced by at least 1 paisa. Provided that any reduction in Tariff **<u>(after including quoted ISTS charges)</u>** quoted by the Bidders, during the e-Reverse Auction Stage, from their initial Tariff quoted during the bid submission shall be accounted for towards reduction in the Fixed Charges and Variable Charges. It is clarified that ISTS charge components shall be same as **<u>notified by Procurer prior to Bid Due Date</u>** and shall not be subjected to any reduction on account of reduction in Tariff during the e-Reverse Auction Stage. **<u>The Tariff discovered at the end of e-Reverse Auction shall be reduced by quoted ISTS charges and the balance shall be divided equally for Base Fixed Charge and Base Variable Charge under the HPPA.</u>** **<u>Illustration:</u>** <u>Assume the Tariff discovered at the end of the e-Reverse Auction is Rs. 5.00/kWh and the quoted ISTS Charges are Rs. 0.60/kWh. Accordingly:</u> • <u>Tariff discovered through e-Reverse Auction = Rs. 5.00/kWh</u> • <u>Less: Quoted ISTS Charges = Rs. 0.60/kWh</u> • <u>Balance Tariff = Rs. 4.40/kWh</u> <u>The balance tariff of Rs. 4.40/kWh shall be divided equally between Base Fixed Charge and Base Variable Charge under the HPPA, as follows:</u> • <u>Base Fixed Charge = Rs. 2.20/kWh</u> • <u>Base Variable Charge = Rs. 2.20/kWh</u>
e)	1.2.12 ...... <u>Description of colour coding during the e-RA is as below:</u> A list of all Bidders with their Pseudo ID will be shown along with their Capacity, Tariff and %age difference from the L1 bid-value, in four colours as follows:	**1.2.12** ...... <u>Description of colour coding during the e-RA is as below:</u> A list of all Bidders with their Pseudo ID will be shown along with their Capacity, Tariff **<u>(after including quoted ISTS charges)</u>** and %age difference from the L1 bid-value, in four colours as follows:

S. No.	Existing Provision	Proposed amendment in the Provision
f)	1.2.13 The selection of the bid will be solely on the Tariff discovered through the e-RA, irrespective of the PPA tenure and supply commencement date, subject to clause 4.2 of this document. At the end of the e-Reverse Auction, bidder with the lowest Tariff will be identified by the system. The system will check all bids received in e-Tender and e-Reverse Auction and identify the Bidder who has quoted the lowest Tariff therein ("Lowest Bidder").	**1.2.13** The selection of the bid will be solely on the Tariff **(after including quoted ISTS charges)** discovered through the e-RA, irrespective of the PPA tenure and supply commencement date, subject to clause 4.2 of this document. At the end of the e-Reverse Auction, bidder with the lowest Tariff **(after including quoted ISTS charges)** will be identified by the system. The system will check all bids received in e-Tender and e-Reverse Auction and identify the Bidder who has quoted the lowest Tariff **(after including quoted ISTS charges)** therein ("Lowest Bidder").
g)	1.2.14 The tariff quoted by the bidders during the e-Reverse Auction shall be ranked from the lowest to the highest.	**1.2.14** The tariff **(after including quoted ISTS charges)** quoted by the bidders during the e-Reverse Auction shall be ranked from the lowest to the highest.
h)	1.2.15 The Bidder with the lowest Tariff i.e. the Lowest Bidder (L1) shall be declared as the "**Successful Bidder**" for the quantum of capacity (in MW) offered by such Bidder.	**1.2.15** The Bidder with the lowest **(after including quoted ISTS charges)** Tariff i.e. the Lowest Bidder (L1) shall be declared as the "**Successful Bidder**" for the quantum of capacity (in MW) offered by such Bidder.
i)	1.2.16 The selection process of the Successful Bidder as mentioned above in Clause 1.2.15 shall be repeated for all the remaining bidders who participated in the e-Reverse Auction and whose quoted tariff in the e-Reverse Auction falls within the range of L1+10%, inclusive of the L1+10% tariff, until the entire Requisitioned Capacity is met or until the time when the balance of the Requisition Capacity is less than the Minimum Bid Capacity. Provided that the bidders are not allowed to quotes two or more different Tariff for same generation source and pooled power for two or more Appointed Date's. Provided that in case any bidder has quoted multiple tariff for same generation source and pooled power for two or more Appointed Date's, then all the bids submitted by the respective bidder will be rejected.	**1.2.16** The selection process of the Successful Bidder as mentioned above in Clause 1.2.15 shall be repeated for all the remaining bidders who participated in the e-Reverse Auction and whose quoted tariff **(after including quoted ISTS charges)** in the e-Reverse Auction falls within the range of L1+10%, inclusive of the L1+10% tariff **(after including quoted ISTS charges)**, until the entire Requisitioned Capacity is met or until the time when the balance of the Requisition Capacity is less than the Minimum Bid Capacity. Provided that the bidders are not allowed to quotes two or more different Tariff **(after including quoted ISTS charges)** for same generation source and pooled power for two or more Appointed Date's. Provided that in case any bidder has quoted multiple tariff **(after including quoted ISTS charges)** for same generation source and pooled power for two or more Appointed Date's, then all the bids submitted by the respective bidder will be rejected.
j)	1.2.17 At any step in the process in Clause 1.2.16, in case the Requisitioned Capacity	**1.2.17** At any step in the process in Clause 1.2.16, in case the Requisitioned Capacity has not been

S. No.	Existing Provision	Proposed amendment in the Provision
	has not been achieved and the offered capacity of the Bidder with the lowest Tariff amongst the remaining Bids is larger than the balance Requisitioned Capacity, any capacity offered by such Bidder shall be considered for selection, towards meeting the Requisitioned Capacity.	achieved and the offered capacity of the Bidder with the lowest Tariff **(after including quoted ISTS charges)** amongst the remaining Bids is larger than the balance Requisitioned Capacity, any capacity offered by such Bidder shall be considered for selection, towards meeting the Requisitioned Capacity.
k)	1.2.19 At any step during the selection of Successful Bidder(s) the Procurer reserves the right to increase / decrease the Requisitioned Capacity by up to twenty percent (20%) of the quantum indicated in Clause 1.1.1 to achieve the balance Requisitioned Capacity and select the Successful Bidder with the lowest Tariff amongst the remaining Bids. Any increase/ decrease in the Requisitioned Capacity exceeding twenty percent (20%) of the quantum in Clause 1.1.1, can be made only with the approval of the Appropriate Commission.	**1.2.19** At any step during the selection of Successful Bidder(s) the Procurer reserves the right to increase / decrease the Requisitioned Capacity by up to twenty percent (20%) of the quantum indicated in Clause 1.1.1 to achieve the balance Requisitioned Capacity and select the Successful Bidder with the lowest Tariff **(after including quoted ISTS charges)** amongst the remaining Bids. Any increase / decrease in the Requisitioned Capacity exceeding twenty percent (20%) of the quantum in Clause 1.1.1, can be made only with the approval of the Appropriate Commission.
l)	1.2.21 Bids are invited for the Supply of Electricity, on the basis of a tariff to be offered by a Bidder for generation and Supply of Electricity in accordance with the terms of the Draft HPPA forming part of the Bidding Document.	**1.2.21** Bids are invited for the Supply of Electricity, on the basis of a tariff **(after including quoted ISTS charges)** to be offered by a Bidder for generation and Supply of Electricity in accordance with the terms of the Draft HPPA forming part of the Bidding Document.
m)	1.2.22 For the purpose of bidding hereunder, the Base Fixed Charge (Rs. per kWh), Base Variable Charge (Rs. per kWh) and ISTS Charges (Rs. per kWh) shall constitute the tariff for the Supply of Electricity upto Delivery Point (the "**Tariff**"). Provided that ISTS charges are to be quoted only in case of cross-border (imported) hydro power. In case of domestic hydro power (from within India), Bidders are required to quote zero ISTS charges.	**1.2.22** For the purpose of bidding hereunder, the Base Fixed Charge (Rs. per kWh) and Base Variable Charge (Rs. per kWh) shall constitute the tariff for the Supply of Electricity upto Delivery Point (the "**Tariff**"). Further, the Bidder shall be required to quote the ISTS charges (as notified by the Procurer)* along with the tariff on the bid submission portal, which shall be considered only for the purpose of bid evaluation in accordance with the provision of this document. Provided that, in the event it is found, at any stage, that the Bidder has considered an ISTS charges waiver higher than the waiver actually applicable to the Project in accordance with the applicable laws,

S. No.	Existing Provision	Proposed amendment in the Provision
		regulations or notifications, including in case of pooling of generation sources, the Procurer shall undertake appropriate adjustment to the Tariff in accordance with the applicable sub-clause of Clause 12.7 of the HPPA. Provided that, the ISTS charges shall only be considered for the purpose of bid evaluation and e-RA. **The Procurer shall notify the applicable ISTS charges at least 7 days before the Bid Due Date.*
n)	1.2.23 The Bidder shall quote a Base Variable Charge which shall be Rs. ....(Rupees ....) per kWh, ISTS Charges (Rs. .... (Rupees ....) per kWh and the Base Fixed Charge (Rs...... per kWh), shall be equal to the Base Variable Charge.	**1.2.23** The Bidder shall quote a Base Variable Charge which shall be Rs. ....(Rupees ....) per kWh, ISTS Charges (Rs. .... (Rupees ....) per kWh **(as notified by the Procurer)*** and the Base Fixed Charge (Rs...... per kWh), shall be equal to the Base Variable Charge. Provided that, in case of pooling of generation sources, the Bidder shall consider and quote the weighted average ISTS charges waiver applicable to such pooled generation sources in accordance with applicable rules, order, regulations, guideline, notification or any other communication by MoP/CERC/Any other competent authority. For this purpose, the ISTS Charges corresponding to each generation source shall be considered only from the ISTS Charges notified by the Procurer and the applicable ISTS charges waiver percentage thereof. The Bidder shall furnish the detailed computation, source-wise break-up in the format prescribed under Annexure-VII. ** The Procurer shall notify the applicable ISTS charges at least 7 days before the Bid Due Date.*
o)	1.2.24 Based on its Bid as per the provisions of the HPPA, the Tariff shall be paid to the Supplier comprising of a. Base Variable Charge and b. Base Fixed Charge c. ISTS Charges	**1.2.24** Based on its Bid as per the provisions of the HPPA, the Tariff shall be paid to the Supplier comprising of a. Base Variable Charge and b. Base Fixed Charge It is hereby clarified that the ISTS charges, as notified by the Procurer and considered by the Bidder while quoting tariff and participating in the e-Reverse Auction process, shall be taken into account solely for the purpose of bid evaluation. Such ISTS charges

S. No.	Existing Provision	Proposed amendment in the Provision
		<u>shall not form part of the Tariff under the HPPA and shall not be payable by the Procurer to the Supplier under any circumstances.</u>
p)	1.2.26 The Tariff shall be revised as per the terms of the HPPA. The Bid shall, therefore, comprise the Base Fixed Charge, ISTS Charges and the Base Variable Charge and the Bidder(s) selected (Successful Bidder) as per Clause 1.2.15 and Clause 1.2.16 shall be the Selected Bidder.	**1.2.26** The Tariff **<u>(i.e. Fixed Charge and Variable Charge)</u>** shall be revised as per the terms of the HPPA. The Bid shall comprise the Base Fixed Charge, ISTS Charges **<u>(as notified by the Procurer only for the purpose of evaluation)*</u>** and the Base Variable Charge and the Bidder(s) selected (Successful Bidder) as per Clause 1.2.15 and Clause 1.2.16 shall be the Selected Bidder. **The Procurer shall notify the applicable ISTS charges at least 7 days before the Bid Due Date.*
q)	2.3.1 Applicants are allowed to...... Provided that the bidders are not allowed to quotes two or more different Tariff for same generation source and pooled power for two or more Appointed Date's. Provided that in case any bidder has quoted multiple tariff for same generation source and pooled power for two or more Appointed Date's, then all the bids submitted by the respective bidder will be rejected.	**2.3.1** Applicants are allowed to...... Provided that the bidders are not allowed to quotes two or more different Tariff **<u>(after including quoted ISTS charges)</u>** for same generation source and pooled power for two or more Appointed Date's. Provided that in case any bidder has quoted multiple tariff **<u>(after including quoted ISTS charges)</u>** for same generation source and pooled power for two or more Appointed Date's, then all the bids submitted by the respective bidder will be rejected.
r)	**4.2** In the event that two or more Bidders quote the same amount of Tariff (the "Tie Bidders") for a. the full Capacity Required; b. one full Capacity Required and other(s) part of the Capacity Required; c. Capacity totaling more than the Capacity Required and d. Capacity totaling to the Capacity Required, ...	**4.2** In the event that two or more Bidders quote the same amount of Tariff **<u>(after including quoted ISTS charges)</u>** (the "Tie Bidders") for a. the full Capacity Required; b. one full Capacity Required and other(s) part of the Capacity Required; c. Capacity totaling more than the Capacity Required and d. Capacity totaling to the Capacity Required, ...
s)	**APPENDIX I (Letter Comprising the Application for Qualification to be uploaded during e-Tender Stage)** ...... 18. I/We offer* 18.1 a Capacity of {...MW} from {Capacity, Name and address of the Project(s)} which conforms to Clause 1.1.4 of the Bidding Document out of the	**APPENDIX I (Letter Comprising the Application for Qualification to be uploaded during e-Tender Stage)** ...... 18. I/We offer** 18.1 a Capacity of {...MW} from {Capacity, Name and address of the Project(s)} which conforms to Clause 1.1.4 of the Bidding Document out of the Capacity Required of {... MW} given under

S. No.	Existing Provision	Proposed amendment in the Provision
	Capacity Required of {... MW} given under Clause 1.1.1 of the Bidding Document for Appointed Date 01.04.2026 18.2 a Capacity of {...MW} from {Capacity, Name and address of the Project(s)} which conforms to Clause 1.1.4 of the Bidding Document out of the Capacity Required of {... MW} given under Clause 1.1.1 of the Bidding Document for Appointed Date 01.04.2027 18.3 a Capacity of {...MW} from {Capacity, Name and address of the Project(s)} which conforms to Clause 1.1.4 of the Bidding Document out of the Capacity Required of {... MW} given under Clause 1.1.1 of the Bidding Document for Appointed Date 01.04.2028 18.4 a Capacity of {...MW} from {Capacity, Name and address of the Project(s)} which conforms to Clause 1.1.4 of the Bidding Document out of the Capacity Required of {... MW} given under Clause 1.1.1 of the Bidding Document for Appointed Date 01.04.2029 18.5 a Capacity of {...MW} from {Capacity, Name and address of the Project(s)} which conforms to Clause 1.1.4 of the Bidding Document out of the Capacity Required of {... MW} given under Clause 1.1.1 of the Bidding Document for Appointed Date 01.04.2030 18.6 a Capacity of {...MW} from {Capacity, Name and address of the Project(s)} which conforms to Clause 1.1.4 of the Bidding Document out of the	Clause 1.1.1 of the Bidding Document for Appointed Date 01.04.2027 18.2 a Capacity of {...MW} from {Capacity, Name and address of the Project(s)} which conforms to Clause 1.1.4 of the Bidding Document out of the Capacity Required of {... MW} given under Clause 1.1.1 of the Bidding Document for Appointed Date 01.04.2028 18.3 a Capacity of {...MW} from {Capacity, Name and address of the Project(s)} which conforms to Clause 1.1.4 of the Bidding Document out of the Capacity Required of {... MW} given under Clause 1.1.1 of the Bidding Document for Appointed Date 01.04.2029 18.4 a Capacity of {...MW} from {Capacity, Name and address of the Project(s)} which conforms to Clause 1.1.4 of the Bidding Document out of the Capacity Required of {... MW} given under Clause 1.1.1 of the Bidding Document for Appointed Date 01.04.2030 18.5 a Capacity of {...MW} from {Capacity, Name and address of the Project(s)} which conforms to Clause 1.1.4 of the Bidding Document out of the Capacity Required of {... MW} given under Clause 1.1.1 of the Bidding Document for Appointed Date 01.04.2031 18.6 a Capacity of {...MW} from {Capacity, Name and address of the Project(s)} which conforms to Clause 1.1.4 of the Bidding Document out of the Capacity Required of {... MW} given under Clause 1.1.1 of the Bidding Document for Appointed Date 01.04.2032 **Bidder(s)/ Applicant(s) as per their discretion are free to offer Capacity as per Clause 2.3.1 of the RFP. Also, if a Bidder(s)/ Applicant(s) is not willing to offer Capacity for a particular Appointed Date **then it shall fill it as N/A.**

S. No.	Existing Provision	Proposed amendment in the Provision
	Capacity Required of {... MW} given under Clause 1.1.1 of the Bidding Document for Appointed Date 01.04.2031 18.7 a Capacity of {...MW} from {Capacity, Name and address of the Project(s)} which conforms to Clause 1.1.4 of the Bidding Document out of the Capacity Required of {... MW} given under Clause 1.1.1 of the Bidding Document for Appointed Date 01.04.2032 *Bidder(s)/ Applicant(s) as per their discretion are free to offer Capacity as per Clause 2.3.1 of the RFP. Also, if a Bidder(s)/ Applicant(s) is not willing to offer Capacity for a particular Appointed Date the it shall fill it is N/A	
t)	**APPENDIX I (Letter Comprising the Application for Qualification to be uploaded during e-Tender Stage)** ...... *(new clause)*	**APPENDIX I (Letter Comprising the Application for Qualification to be uploaded during e-Tender Stage)** ...... 24. I/ We hereby confirm that, for the purpose of preparation and submission of our Price Bid, we have considered ISTS Charges of Rs. ___ /kWh* and an applicable ISTS charges waiver of ____%**, strictly in accordance with the applicable ISTS Charges and waiver percentage notified by the Procurer prior to Bid Due Date. We further confirm that the aforesaid ISTS charges waiver percentage and the corresponding ISTS Charges (Rs./kWh), as notified by the Procurer and considered by us in the Bid, are applicable to our Project(s) and are in accordance with the applicable orders/guidelines issued by the Ministry of Power, CERC Regulations and any other applicable laws, rules, regulations, notifications and guidelines. We acknowledge that the applicability of the ISTS charges waiver has been independently verified by us and that no claim whatsoever shall lie against the Procurer on account of any incorrect assessment or ineligibility of the Project for such waiver.

U.P. ELECTRICITY REGULATORY COMMISSION

<table>
<tr><th>S. No.</th><th>Existing Provision</th><th>Proposed amendment in the Provision</th></tr>
<tr><td></td><td></td><td>

**In case of pooling of generation sources, the Bidder shall consider and quote the weighted average ISTS charges waiver applicable to such pooled generation sources in accordance with clause 1.2.23 of the RFP and shall furnish the detailed computation and source-wise break-up thereof in the format prescribed under Annexure-VII.*

*** In case of pooling of generation sources, the Bidder shall consider and quote the weighted average ISTS charges waiver applicable to such pooled generation sources in accordance with clause 1.2.23 of the RFP and shall furnish the detailed computation and source-wise break-up thereof in the format prescribed under Annexure-VII.*

</td></tr>
<tr><td>u)</td><td>

(New Annexure Added)

</td><td>

Appendix-I Annex-VII

Computation of Weighted Average ISTS Charges in case of Pooling of Generation Sources

<table>
<tr><th>Sr. No.</th><th>Name of Generation Source</th><th>Offered Capacity (in MW)</th><th>Applicable ISTS Charges Waiver as notified by Procurer (in %)</th><th>Applicable ISTS Charges as notified by Procurer (in Rs./kWh)</th><th>Capacity Weighted ISTS Waiver (MW x %)</th><th>Capacity Weighted ISTS Charges (MW x Rs./kWh)</th></tr>
<tr><td></td><td></td><td>A</td><td>B</td><td>C</td><td>D = A x B</td><td>E= A x C</td></tr>
<tr><td>1</td><td>.............</td><td>.............</td><td>.............</td><td>.............</td><td>.............</td><td>.............</td></tr>
<tr><td>2</td><td>.............</td><td>.............</td><td>.............</td><td>.............</td><td>.............</td><td>.............</td></tr>
<tr><td>......</td><td>.............</td><td>.............</td><td>.............</td><td>.............</td><td>.............</td><td>.............</td></tr>
<tr><td>Total</td><td></td><td>X = ΣA</td><td></td><td></td><td>Y = ΣD</td><td>Z = ΣE</td></tr>
</table>

- Weighted Average ISTS Charges (Rs./kWh) = Z ÷ X = Σ [Offered Capacity (MW) × Applicable ISTS Charges as notified by Procurer (Rs./kWh)] ÷ Σ [Offered Capacity (MW)]
- Weighted Average ISTS Charges waiver slab (%) = Y ÷ X = Σ [Offered Capacity (MW) × Applicable

</td></tr>
</table>

S. No.	Existing Provision	Proposed amendment in the Provision
		ISTS Charges Waiver as notified by Procurer (%)] ÷ Σ [Offered Capacity (MW)]
2. a)	**HPPA** **11.1 Tariff** 11.1.1 The Procurer shall pay to the Supplier tariff comprising the sum of Fixed Charge, Variable Charge and ISTS Charges (if applicable) payable by the Procurer to the Supplier for supply of electricity, in accordance with the provisions of this Agreement (the "**Tariff**").	**HPPA** **11.1 Tariff** 11.1.1 The Procurer shall pay to the Supplier tariff comprising the sum of Fixed Charge **<u>and</u>** Variable Charge payable by the Procurer to the Supplier for supply of electricity, in accordance with the provisions of this Agreement (the "**Tariff**").
b)	**5.5 Obligations relating to transmission charges** …… **A. Inter State Transmission Charges** The Procurer shall be liable for inter-state transmission charges under Applicable Laws, in case of domestic (from within India) hydro power. Provided that in view of the timelines prescribed in the MoP notification dated 01.12.2022, pertaining to ISTS Charge Waiver for Hydro Power Projects, if there is any delay in the award of construction work for the project or in the signing of the PPA attributable to the Supplier, the Supplier shall be liable for the payment of any additional applicable Inter-State Transmission System (ISTS) charges resulting from such delay. Any additional ISTS charges incurred and borne by Procurer due to such delays shall be adjusted from the Monthly Invoice or the Performance Security, as the case may be. Provided that in case of cross border power (imported power) from neighboring countries, inter-state transmission charges if applicable on the Procurer shall be borne by the Supplier, as per Clause 12.7 of this PPA.	**5.5 Obligations relating to transmission charges** …… **A. Inter State Transmission Charges** The Procurer shall be liable for inter-state transmission charges under Applicable Laws. Provided that in view of the timelines prescribed in the MoP notification dated 01.12.2022 **<u>and any subsequent rules /regulations /guidelines issued by competent authority</u>**, pertaining to ISTS Charge Waiver for Hydro Power Projects, if there is any delay in the award of construction work for the project or in the signing of the PPA attributable to the Supplier, the Supplier shall be liable for the payment of any additional applicable Inter-State Transmission System (ISTS) charges resulting from such delay. Any additional ISTS charges incurred and borne by Procurer due to such delays shall be adjusted from the Monthly Invoice or the Performance Security, as the case may be**<u>, in accordance with clause 12.7 of this Agreement</u>**.
c)	**12.7 ISTS Charges**	**12.7 ISTS Charges**

<table>
<tr><th>S. No.</th><th>Existing Provision</th><th>Proposed amendment in the Provision</th></tr>
<tr><td></td><td>

Following provision of the PPA under Clause 12.7 are only applicable in case ***of cross-border (imported power).***

12.7.1 The parties agree that ISTS charge shall, in accordance with the offer of the Supplier is Rs. ____ (Rupees ____)* per kWh, applicable for the whole duration the PPA plus any extension in the PPA as per the provision of this PPA.

** Should be equal to ISTS Charges as under Clause 1.2.23 of the RFP.*

Provided that the Monthly Invoice raised by the Supplier will be liable to adjustment towards the higher of the ISTS charges paid by the Procurer against the power procured from Supplier or the ISTS charges quoted by the Suppler (as per Clause 12.7.1 of this PPA), and will be adjusted from the Monthly Invoice or the Performance Security, as the case may be.

Explanation:

<table>
<tr><td>Sr. No.</td><td>Tariff Quoted by Cross Border Hydro Power Bidder (Rs. per unit)</td><td>ISTS Charge component in the Quotes Tariff (Rs. per unit)</td><td>Actual ISTS Charges Payable by UPPCL (Rs. per unit)</td><td>Settlement of ISTS Charges by the Bidder (Rs. per unit)</td><td>Net Tariff Payable by UPPCL (Rs. per unit)</td></tr>
<tr><td></td><td>A</td><td>B</td><td>C</td><td>D = Max. of B and C</td><td>E = A - D</td></tr>
<tr><td>1.</td><td>5.50</td><td>0.50</td><td>0.40</td><td>0.50</td><td>5.00</td></tr>
<tr><td>2.</td><td>5.50</td><td>0.30</td><td>0.45</td><td>0.45</td><td>5.05</td></tr>
<tr><td>3.</td><td>4.70</td><td>0.45</td><td>0.35</td><td>0.45</td><td>4.25</td></tr>
<tr><td>4.</td><td>4.90</td><td>0.50</td><td>0</td><td>0.5</td><td>4.40</td></tr>
</table>

</td><td>

Following provision of the PPA under Clause 12.7 are only applicable in case ***where domestic bidder's whose project under the Contracted Capacity is eligible for ISTS waiver.***

12.7.1 The parties agree that ISTS charge shall, in accordance with the offer of the Supplier is Rs. ____ (Rupees ____)* per kWh.

**Should be equal to ISTS Charges as quoted by Supplier under point 24 of the APPENDIX I of the RFP.*

12.7.2 The parties further agree that applicable ISTS charge waiver percent shall be ----% (---- percent)**.

***Should be equal to ISTS Charges as quoted by Supplier under point 24 of the APPENDIX I of the RFP.*

12.7.3 The Supplier hereby acknowledges and agrees that the aforementioned ISTS charge waiver percentage under clause 12.7.2 is based on the applicable notifications, guidelines, regulations and orders issued by the competent authority. In the event that the applicable ISTS charge waiver percentage is reduced due to (i) failure of the Supplier to award construction work within the timelines prescribed under the applicable notifications, guidelines, regulations or orders, or (ii) delay in execution of this Agreement attributable solely to the Supplier, the Supplier shall exclusively bear the financial impact of such reduction in ISTS charge waiver. The reduced applicable ISTS waiver (%) shall be in accordance with the applicable guidelines / rules / regulation of the competent authority. Any additional ISTS charges arising on this account shall be borne by the Supplier and shall be dealt with in accordance with the relevant provisions of this Agreement.

12.7.4 In the event the ISTS charge waiver percentage is reduced on account of the Supplier, as described under Clause 12.7.3 above, the Supplier shall bear an amount equivalent to the applicable ISTS charge specified under Clause 12.7.1 multiplied by the difference between the ISTS charge waiver

</td></tr>
</table>

S. No.	Existing Provision	Proposed amendment in the Provision
		percentage specified under Clause 12.7.2 and the reduced ISTS charge waiver percentage specified under Clause 12.7.3, expressed as a percentage. Additional ISTS Charges (Rs./kWh) = ISTS Charge under Clause 12.7.1 × (Waiver under Clause 12.7.2 – Waiver under Clause 12.7.3) The additional ISTS charges computed in accordance with this Clause 12.7.4 shall be borne by the Supplier for the energy supplied under this Agreement on monthly basis and shall be adjusted and recovered by the Procurer through deduction from the Monthly Invoice, any other amounts payable to the Supplier, or from the Performance Security, as deemed appropriate by the Procurer, without prejudice to any other rights and remedies available to the Procurer under this Agreement, the Bidding Documents or applicable law. **Illustration:** For illustrative purposes only and to provide clarification regarding the operation of this Clause, the following illustration is provided based on assumed values: a. ISTS Charge under Clause 12.7.1 = Rs. 0.50/kWh b. ISTS Charge Waiver Percentage under Clause 12.7.2 = 50% c. Reduced ISTS Charge Waiver Percentage under Clause 12.7.3 = 25% **Accordingly, Additional ISTS Charges = Rs. 0.50/kWh × (50% – 25%)** **= Rs. 0.50/kWh × 25%** **= Rs. 0.125/kWh** **12.7.5** The Supplier hereby acknowledges and agrees that the ISTS charge waiver percentage specified under Clause 12.7.2 has been determined based on the information, declarations and supporting documents furnished by the Supplier and the applicable laws, regulations, guidelines, notifications and orders of the competent authority. In the event it is found, at any stage during the Term of this Agreement, that, for any reason, the Supplier has considered an ISTS charge waiver percentage

S. No.	Existing Provision	Proposed amendment in the Provision
		higher than the waiver actually applicable to the Project, including in case of pooling of generation sources, the applicable ISTS charge waiver percentage under Clause 12.7.2 shall stand revised to the actual eligible waiver percentage. Provided that, in case of pooling of generation sources, the weighted average ISTS charge and the corresponding weighted average ISTS charge waiver percentage shall be recomputed in accordance with the methodology and format prescribed under Annexure-VII of Appendix-I of the RFP, based on the actual eligible ISTS charge waiver applicable to each generation source comprising the pooled capacity. **12.7.6** Upon such revision, the Supplier shall bear an amount equivalent to the ISTS charge specified under Clause 12.7.1 multiplied by the difference between the ISTS charge waiver percentage specified under Clause 12.7.2 and the actual eligible ISTS charge waiver percentage, expressed as a percentage. Additional ISTS Charges (Rs./kWh) = ISTS Charge under Clause 12.7.1 × (Waiver under Clause 12.7.2 – Actual Eligible Waiver) The additional ISTS charges computed in accordance with this Clause 12.7.6 shall be borne by the Supplier for the energy supplied under this Agreement on monthly basis and shall be adjusted and recovered by the Procurer through deduction from the Monthly Invoice, any other amounts payable to the Supplier, or from the Performance Security, as deemed appropriate by the Procurer, without prejudice to any other rights and remedies available to the Procurer under this Agreement, the Bidding Documents or applicable law. **Illustration:** For illustrative purposes only and to provide clarification regarding the operation of this Clause, the following illustration is provided based on assumed values:

S. No.	Existing Provision	Proposed amendment in the Provision
		a) ISTS Charge under Clause 12.7.1 = Rs. 0.50/kWh b) ISTS Charge Waiver Percentage under Clause 12.7.2 = 100% c) Actual Eligible ISTS Charge Waiver Percentage = 50% Accordingly, Additional ISTS Charges = Rs. 0.50/kWh × (100% – 50%) = Rs. 0.50/kWh × 50% = Rs. 0.25/kWh
d)	**17.1 Force Majeure** As used in this Agreement, the expression "Force Majeure" or "Force Majeure Event" shall, mean occurrence in the Country where the Power Station is situated, of any or all of the events defined in Clauses 17.2 and17.3, if it affects the performance by the Utility(s) or the [Supplier if Supplier is NOT a Trading Licensee, or and/or the Developer if Supplier is a Trading Licensee] claiming the benefit of Force Majeure (the "Affected Party") of its obligations under this Agreement and which act or event (a) is beyond the reasonable control of the Affected Party, and (b) the Affected Party could not have prevented or overcome by exercise of due diligence and following Good Industry Practice, and (c) has Material Adverse Effect on the Affected Party.	**17.1 Force Majeure** As used in this Agreement, the expression "Force Majeure" or "Force Majeure Event" shall, mean occurrence in the Country where the Power Station **or the Procurer** is situated, of any or all of the events defined in Clauses 17.2 and 17.3, if it affects the performance by the Utility(s) or the [Supplier if Supplier is NOT a Trading Licensee, or and/or the Developer if Supplier is a Trading Licensee] claiming the benefit of Force Majeure (the "Affected Party") of its obligations under this Agreement and which act or event (a) is beyond the reasonable control of the Affected Party, and (b) the Affected Party could not have prevented or overcome by exercise of due diligence and following Good Industry Practice, and (c) has Material Adverse Effect on the Affected Party

9. The proposed deviation would enhance clarity and transparency for the prospective bidders and thereby facilitate the competitive bidding process. Accordingly, the Commission approves the proposed amendments as detailed at para 8 of this Order. In order to further clarify the ISTS charges to be notified by Procurer, UPPCL should place the following remark, wherever applicable,

"The ISTS charges (GNA charges) are published by CTU on monthly basis. Accordingly, UPPCL will compute the per unit ISTS charge based on the average of last one-year GNA charges published by CTU (for the State of U.P.) and the same will be notified by UPPCL."

10. It is to clarify that the Order dated 10.10.2024, 11.02.2025, 04.07.2025, & 06.02.2026 shall stand modified to the above extent only however, all other approvals, directions, and conditions contained in the earlier orders of the Commission shall remain unchanged. UPPCL shall ensure alignment of Bidding document with the above approved deviations and only then it shall proceed with bidding. A copy of final bidding document needs to be placed before the Commission for its record purposes.

11. The Petition stands **disposed of** in terms of above.

Sanjay

(Sanjay Kumar Singh)
Member

(Arvind Kumar)
Chairman

उ०प्र० विद्युत नियामक आयोग * U.P. ELECTRICITY REGULATORY COMMISSION *

Place: Lucknow
Dated: 21 . 08.2026