

**PROCUREMENT OF POWER ON SHORT-TERM BASIS FROM VARIOUS SOURCES
THROUGH TARIFF BASED COMPETITIVE BIDDING PROCESS**

No. HOD (PMG)/BRPL/2024-25/492

Date: 13.01.2025

Corrigendum no. 1: Tender No. Head (PMG)/BRPL/E Tender/2024-25/490 [Event No. BSES/Short/24-25/ET/196]

With respect to the BRPL tender no. Head (PMG)/BRPL/E Tender/2024-25/490 [Event No. BSES/Short/24-25/ET/196] for procurement of power under Short Term arrangement for the period from 1.05.2025 to 30.09.2025

In view of queries & request from prospective Bidders, the BRPL reply for the same is as per Annexure enclosed. The slot wise requisition is revised as under

BRPL Slot wise Quantum for Purchase of power during Summer's2025					
Requisition No. as per e-Deep Event Sheet no.196	Month	Period	Duration (Hrs)	Tender Quantum (Mw)	Delivery Point
6	May'2025	01st May'25 to 31st May'25	00:00-03:00	400	NR PP
7			14:00-24:00	400	
8	June'2025	01st June'25 to 30th June'25	00:00-03:00	500	
9			14:00-24:00	500	
10	July'2025	01st July'25 to 31st July'25	00:00-03:00	400	
11			14:00-24:00	400	
12	Aug'2025	01st July'25 to 31st July'25	00:00-03:00	400	
13			14:00-24:00	400	
14	Sep'2025	01st Sep'25 to 15th Sep'25	00:00-03:00	400	
15			14:00-24:00	400	

All other terms and condition of BRPL Purchase tender no. Head (PMG)/BRPL/E Tender/2024-25/490 dated 7.1.25 will remain same. Further this corrigendum shall also be integral part of BRPL Purchase tender document.


Head PMG
BRPL



Clarifications to the queries on the BRPL PROCUREMENT OF POWER ON SHORT-TERM BASIS FROM VARIOUS SOURCES Tender No. Head (PMG)/BRPL/E Tender/2023-24 /490 dated 07.01.25
 ,BSES/Short/24-25/E/1196

S. No.	Clause No.	Existing Clause	Modification Requested	Query by Trader	BRPL's response
1	Event Description table Page No.1	Hard copy of EMD and sealed bids should reach BRPL by 17th January 2025 by 11:00 AM	We kindly request that the submission of hard copies of EMDs be made mandatory at the BRPL office, while all other documents should be digitally signed and submitted online.		It is requested to please submit EMD and other duly signed documents in hard copy in BRPL office as per the tender terms & timelines.
2	Clause No. E (Earnest Money Deposit (EMD)/ Bank Guarantee (BG):	As per the bid document, "EMD Shall be valid for a period of 90 days from the closing date of bid submission." Request to kindly keep the EMD validity till the bid validity period.	Request to kindly keep the EMD validity till the bid validity period		It is requested to kindly follow the tender terms and conditions
3	Clause No. G (Bid Validity Period):	As per the bid document, "The offer shall remain valid till 45 days from e-RA or till the time of signing of LOA (whichever is earlier) and the Bidders shall have no right to withdraw the offer or alter any terms and conditions during the period of validity."	As per the Clause No. 7.13 of the Short Term Guidelines issued by MoP, "In case the Procurer fails to issue the LoA 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 the EMD."	Therefore, It is requested to kindly keep the bid validity period up to 15 days from E-Reverse auction date. Also, request to kindly clarify whether the bid validity period shall be including or excluding the date of E-Reverse Auction.	It is requested to kindly follow the tender terms and conditions
4	Clause No. H(XI & XII) (Tariff Structure):	As per the tender document, "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 BRPL through an alternate source due to any reason, we understand that BRPL shall permit this supply from alternate source. However, if BRPL denies permission for this alternate source, no compensation shall be applicable on the Bidder. Request to kindly provide clarification on the same also.		BRPL shall endeavor to accommodate power from alternate sources to the extent possible. Kindly note that acceptance/rejection of alternate source shall be solely at discretion to BRPL. However if the alternate source is accepted by BRPL, then only it will be considered for availability.
5	Clause No. K (Payment of Liquidated Damages for failure to supply the Instructed Capacity	As per the bid document Both the parties would ensure that the actual scheduling does not deviate by more than 15% of the contracted power as per the approved open access on monthly (requestion) basis. In case the deviation from procurer's As per the bid document side is more than 15% of contracted energy for which open access has been allocated on monthly (requestion) basis, procurer shall pay compensation at 20% of the Tariff per KWH for the quantum of shortfall in excess of permitted deviation of 15% while continuing to pay open access charges as per the contract. In case the deviation from seller side is more than 15% of contracted energy for which open access has been allocated on monthly (requestion) basis, seller shall pay compensation to procurer at 20% of the Tariff per KWH for the quantum of shortfall in excess of permitted deviation of 15% in the energy supplied and pay for the open access charges to the extent not availed by the procurer	We understand that both the parties individually has the option to surrender the contracted quantum by 15% and not in totality. Request to kindly confirm on the same		Both the parties individually has the option to surrender the contracted quantum by 15% as per LOI / Tender terms and conditions
6	Clause No. M (Payment security Mechanism)	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 Dispatch Centre (NLDC); LC is mandatory before commencement of power supply and for applicability of late payment surcharge. All other provisions shall be applicable as per the MOP rules and POSOCO procedure of Late Payment Surcharge and Related Matters.	Hence, we request BRPL to kindly provide "Payment Security" as per Clause M of tender document and power supply shall commence only after receipt of PSM from BRPL. In case BRPL fails to provide PSM, bidder shall have option to sell the capacity in open market and BRPL shall have to pay the contracted tariff. Power supply shall resume only after receipt of PSM from BRPL. Please clarify whether LC will be provided on monthly basis or for the entire contract period. If for the entire contract period the billing of month with maximum quantum to be considered for processing the LC.		It is requested to kindly follow the tender terms and conditions
7	Clause No. N(XIV) (Bid submission and evaluation	As per Tender document "In case BRPL fails to issue the LoA within bid validity period upto 45 days (or extension thereof) from the close of e-Reverse Auction the Successful Bidder(s) shall have the option to exit without forfeiting the EMD. In case the Selected Bidder(s) is allocated a quantity of power less than the minimum threshold quantum mentioned by it, it shall have the option to exit without forfeiting the EMD."	As per the bid document, "In case BRPL fails to issue LoA within bid validity period upto 45 days (or extension thereof) from the close of e-Reverse Auction..." As per the Clause No. 7.13 of the Short Term Guidelines issued by MoP, "In case the Procurer fails to issue the LoA 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 the EMD." Therefore, it is requested to kindly keep the above period up to 15 days from E-Reverse auction date. Also, request to kindly clarify whether the period mentioned above shall be including or excluding the date of E-Reverse Auction.		The bid validity period will be as per NIT issued by BRPL. The bid validity period shall be excluding the date of E-Reverse Auction

6	Clause No. N(XV) (Bid submission and evaluation):	As per the bid document, " In case the LOA is issued but Selected Bidder(s) is/are not in a position to fulfill the requirement, being selected in another bidding process the EMD/CPG shall be forfeited as the case may be."	In case trader being a successful bidder, successful bidder may accept the partial LoA quantum due to non-acceptance of some LoA quantum by any of its generator(s), in such case the LoA may be considered as partially accepted by the successful bidder. Accordingly, the EMD amount against the unaccepted quantum shall be forfeited by BRPL and rest of the EMD amount shall be refunded to the successful bidder. Request to kindly confirm on the same.	Each requisition shall be treated as separate for the purpose of bid submission "Requisition period is based on fortnightly/monthly basis. Bidders may choose any period matching with the availability of power as per tender conditions. It is requested to please follow the tender / corrigendum terms and conditions.
9	Clause No. 4(a) (Transmission charges and losses):	As per the tender document, " The party seeking the revision and cancellation as per above procedure shall bear all the financial loss/payable amount to NOAR, The party seeking approval shall bear all the consequent open access/ TGNA charges and any other charges, as applicable, for such revision/cancellation under the open access/GNA Regulations in force". Revision/cancellation of T-GNA is possible only from 30 days and above	If a generator connected to the State Transmission Utility (STU) participates in a BRPL tender and BRPL issues a revision, who shall bear the seller state STU charges and SLDC operating charges since STU charges bill amount is not mentioned in the GNA / T-GNA approval.	In case BRPL seeks revision and the generator is connected to the State Transmission Utility (STU) who has participated in a BRPL tender then BRPL shall bear the seller state STU charges and SLDC operating charges subject to bill raised by concerned SLDC and payment receipt provided by the participating trader / generator/ utility. This shall not be applicable if downward revision is sought by bidder
10	Clause No. 8 (Force Majeure):	As per the tender document, " The contracted power will be treated as deemed reduced for the period of transmission constraint. The non/part availability of transmission corridor should be certified by the concerned RLDC/SLDC.	We request to kindly consider the contract period unchanged irrespective of the actual power flow period and the powerscheduled shall be considered full during that Force Majeure Event. Request to kindly modify the clause as requested.	It is requested to kindly follow the tender terms and conditions
11	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., BRPL) on RTC basis. Since Generators are participating considering the off-take of Power by the BRPL according to these requisitions, it is requested that any real time revision in schedule by BRPL shall be on uniform basis other than Force Majeure Conditions. For example, if any generator has participated in the RTC requisition, then it is requested to kindly revise the schedule on uniform RTC basis. If the revision is not done uniformly, 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 BRPL shall ensure off-take of power on uniform RTC basis only as per the requisition of the tender document.	It is requested to kindly follow the tender terms and conditions. The request for curtailment shall be on uniform RTC/Slot basis i.e. requisition basis by both BRPL & the seller. However the supplier shall ensure to supply power from the alternate source to the extent possible.
12	Clause E. Earnest Money Deposit (EMD/ Bank Guarantee (BG)	E. The Bidders are required to submit EMD for the maximum capacity which they wish to offer (in single bid or sum total of multiple bids) @ Rs. 30,000/- per MW per month on RTC (30 days, 24 hours) basis same shall be reduced on prorata basis in case bids are invited on hourly basis, EMD shall be valid for a period of 90 days from the closing date of bid submission and in the form of Bank Guarantee /- Bank Guarantee issued by any Nationalized/Scheduled Bank or Electronically Transfer through payment gateway provided by MSTC Ltd. in the portal. EMD shall be valid for a period of 90 days 45 Days from the closing date of bid submission	We request BRPL to reduce the EMD Validity till the bid validity period of the tender document. We request BRPL to amend the clause as requested.
13	Clause M- payment Security Mechanism	The Procurer shall be required to 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 prior to commencement of supply of power. The LC shall be operated only in case BRPL fails to make payment after a period of 30 days from the bill due date.	The Procurer shall be required to 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 prior to commencement of supply of power. The LC shall be operated only in case BRPL fails to make payment after a period of 30 days from the bill due date.	We request BRPL to amend the clause as per the standard bidding guidelines and as per the payment terms mentioned in the tender documents, the due date for the energy bills is 7 days and LC shall be operated in case of non-receipt of payments on due date.
14	General Terms and Conditions Clause No. 4	The party seeking the revision and cancellation as per above procedure shall bear all the financial loss/ payable amount to NOAR. The party seeking approval shall bear all the consequent open access/ TGNA charges and any other charges, as applicable, for such revision/cancellation under the open access/GNA Regulations in force". Revision/cancellation of T-GNA is possible only from 30 days and above	Revision/cancellation of T-GNA is possible only from 30 days 7 Days and above	We request to allow generators undergo revision in event of plant outage with written request 7 days prior information to the commencement for supply of power. Please follow the tender terms and conditions regarding revision/cancellation of TGNA.

[Handwritten signatures]

15	General Terms and Conditions Clause No. 8 Force majeure	<p>8. Force Majeure Events shall mean the occurrence of any of the following events:-</p> <p>a) Any restriction imposed by RLDC/SLDC in scheduling of power due to breakdown of Transmission/Grid constraint shall be treated as Force Majeure without any liability on either side.</p> <p>b) Any of the events or circumstances, s, or combination of events and circumstances such as act of God, exceptionally adverse weather conditions, lightning, flood, cyclone, earthquake, volcanic eruption, fire or landslide or acts of terrorism causing disruption of the system.</p> <p>c) The contracted power will be treated as deemed reduced for the period of transmission constraint. The non/part availability of transmission corridor should be certified by the concerned RLDC/SLDC.</p> <p>d) The procurer would return the CPG in case of non-availability of transmission corridor during the contract period.</p>	<p>Clause to be added: Any restrictions due to break down of plant due to unforeseen conditions shall be treated as force majeure</p>	<p>We request BRPL to amend the clause as requested.</p>	<p>It is requested to please follow tender terms and conditions.</p>
16	<p>Sr.No.8 of Table on Pg. 1 of 24 "Issuance of LOI and submission of signed LOI: After the approval of Hon DERC"</p> <p>G. Bid Validity Period (Pg 5 of 24): The offer shall remain valid till 60 days from e-RA or till the time of signing of LOA (whichever is earlier) and the Bidders shall have no right to withdraw the offer or alter any terms and conditions during the period of validity. In case the bidder withdraws or alters any terms and conditions during the period of validity, EMD submitted by the bidder may be forfeited.</p> <p>Clause I, Contract Document (Page 7 of 24): "BRPL shall intimate the award of supply of power to the Bidder(s) whose bid has been accepted through a letter of intent to be dispatched by email/Fax. The LOI issued by BRPL and subsequent acceptance of bidder will be deemed to be a valid Power Purchase Agreement creating binding reciprocal obligations, once approved by the Hon'ble Delhi Electricity Regulatory Commission."</p>			<p>Please clarify below points:- 1) Whether the Lo/LoA will be issued post approval from Hon'ble DERC? Yes or No? 2) If no and in case the approval from Hon'ble DERC is received after 60 days from e-RA (excluding e-RA) then bidder(s) shall have the option to exit without forfeiting the EMD? 3) If the present clause is retained then please add provision below Clause I "For avoidance of doubt, it is clarified that in case the LOA/LOI issued by BRPL is subject to approval of Hon'ble DERC and/or bear any such special provision then such LOI/LOA shall be at bidder's discretion for acceptance."</p>	<p>The bid validity in BRPL tender is 45 days. The bid validity period shall be excluding the date of e-RA. Clause I of tender document is self explanatory it is requested to please follow the tender terms and condition.</p>
17	<p>Clause C, Quantum (page 3 of 24): "Also BRPL may choose any/all fortnight/month for Purchase of Power as per its requirement. Each requisition above shall be treated as separate and distinct."</p>		<p>From the mentioned clause, it is clear that the LOI/LOA can be issued for any/all requisition period(s), however, it shall be for the entire requisition period (i.e. for the full fortnight; 1st to 15th, 16th to 30th/31st as the case maybe) and not for partial period / number of day during any of the requisition period. Please Confirm? For avoidance of doubt, it is clarified that for the requisition period 1st to 15th Apr 25, in case the LOI/LOA is issued for partial requisition period say 5th to 15th Apr 25 then same shall be at bidder's discretion for acceptance.</p>		<p>Each requisition shall be treated as separate for the purpose of bid submission "Requisition period is based on fortnightly basis. Bidders may choose any period matching with the availability of power as per tender conditions. It is requested to please follow the tender terms and conditions.</p>
18	<p>Clause H, Tariff Structure. (page 4 of 23) The bidder shall quote the single tariff at the delivery point..... The bidder is not required to consider the transmission charges for Temporary General Network Access (T-GNA) in the tariff. T-GNA charges including RLDC application fees if any shall be on account of procurer and BRPL shall reimburse TGNA charges whenever applicable to bidder separately within 3 working days of issue of TGNA charges bill by bidder after the approval of TGNA by RLDC. 4. Transmission Charges and losses: (page 14 of 24) a) All the open access charges, transmission withdrawal charges (T-GNA), ISTS losses including Delhi STU charges & losses, scheduling charges, Operating charges, application fee of SLDC beyond delivery point</p>		<p>The bidder shall quote the single tariff at the delivery point..... The bidder is not required to consider the transmission charges for Temporary General Network Access (TGNA) and ISTS losses in the tariff. T-GNA charges including RLDC application fees if any shall be on account of procurer and BRPL shall reimburse T-GNA charges whenever applicable to bidder separately within 3 working days of issue of TGNA charges bill by bidder after the approval of TGNA by RLDC.</p>	<p>As per the general terms & conditions, we understand that ISTS losses are on account of buyer / procurer. We request you to kindly confirm that while quoting tariff, bidders shall not consider ISTS losses.</p>	<p>It is requested to kindly follow the tender terms and conditions</p>
19	<p>4. Open Access (Page 15 of 24) d) Any consequences towards delay in application shall be to the account of bidder. BRPL shall have the right to surrender/cancel Open Access at any time due to any unforeseen circumstances. Bidder shall have to respond immediately on request from BRPL and arrange to surrender/cancel Open Access."</p>		<p>Any consequences towards delay in application shall be to the account of bidder. BRPL / bidder shall have the right to surrender/cancel Open Access at any time uniformly on round the clock basis since the tender has been invited for round the clock power procurement due to any unforeseen circumstances except in case of force outage of plant. Bidder shall have to respond immediately on request from BRPL and arrange to surrender/cancel Open Access.</p>	<p>Any curtailment/revision of approved open access contracted quantum shall be uniform for the duration for which LoA has been issued i.e. RTC except in case of force outage of power plant. Please clarify</p>	<p>It is requested to kindly follow the tender terms and conditions. The request for curtailment shall be on uniform RTC/Slot basis i.e. requisition basis by both BRPL & the seller. However the supplier shall ensure to supply power from the alternate source to the extent possible.</p>
20	<p>d. Rebate (Page no. 16 of 24) A rebate of 2% shall be applicable on energy bills, if the payment is made within Due o. No rebate shall be applicable on T-GNA /OA and compensation bills.</p>		<p>A rebate of 2% shall be applicable on energy bills, if the payment is made within Due e Date. No rebate shall be applicable on T-GNA /OA and compensation bills.</p>		<p>A rebate of 2% shall be applicable on energy bills, if the payment is made within Due Date. No rebate shall be applicable on T-GNA /OA and compensation bills.</p>
21	<p>Payment of Liquidated damages for failure to supply the instructed capacity 00:03:00 & 14:00-24:00 requisition quantum</p>			<p>In Deep Portal the duration 00-03 & 14-24 Hrs requisition are showing separate. Please let us know how the compensation will be calculated</p>	<p>Initially BRPL had considered 00:00-03:00 & 14:00-24:00 as single requisition, however due to e- Deep portal limitations, 00:00-03:00 & 14:00-24:00 have been shown as separate. In view of this BRPL requisition is aligned with e-Deep Portal event sheet. Compensation will be calculated separately for each requisition slot / period i.e. 00:00-03:00 & 14:00-24:00 Hrs</p>

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