

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

Ref No.HOD (PMG)/BRPL/2021-22/1219

Date: 28.02.2022

**Corrigendum no . 2 : Tender No. Head (PMG)/BRPL/E Tender/2021-22/1198
[Event No. BSES/Short/21-22/05] PFC Consulting Limited/Short/21-22/134**

With respect to the BRPL tender no. **Head (PMG)/BRPL/E Tender/2021-22/1198
[Event No. BSES/Short/21-22/05] PFC Consulting Limited/Short/21-22/134** for procurement of power under Short Term arrangement for the period from 1.04.2022 to 30.09.2022

1. The revised dates of bid submission & e-RA of the tender has been extended as per the details given below:

S. No.	Event	Time
1	Last date of submission of RfP Bids including EMD	9th March , 2022 at 15:00 hrs
2	Opening of non financial technical Bids	10 th March , 2022 at 11:00 hrs
3	Opening of IPOs	11th March , 2022 at 12:00 hrs
4	Start of eRA	11 th March , 2022 at 13:00 hrs
5	Issuance of LOI and submission of signed LOI.	As per DERC approval
Hard copy of EMD and sealed bids should reach BRPL by 9th March, 2022 by 11 .00 hrs		

2. The following clauses are amended as below:

i)

Bid Validity Period:

The offer shall remain valid till one month from e-RA date 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

ii) Bid submission and evaluation

15. *In case BRPL fails to issue the Lol within bid validity period of one month(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.*

iii) Tariff Structure:

Earlier clause: - Tariff Structure

The Bidder shall quote the single tariff at the Delivery point i.e. BRPL periphery (BRPL Interconnection with Delhi STU) up to (3) decimals which shall include capacity charge, energy charge, trading margin (in case of Bidder being a Trader), open access charges, applicable Transmission charges & transmission losses (including Delhi SLDC Fees and Charges), Delhi STU charges all taxes and duties cess etc, imposed by Central Govt. / State Govt. / Local bodies. Tariffs shall be designated in Indian Rupees only.

Modified Clause:-

The Bidder shall quote the single tariff at the Delivery point i.e. BRPL periphery (BRPL Interconnection with Delhi STU) up to (3) decimals which shall include capacity charge, energy charge, trading margin (in case of Bidder being a Trader), open access charges, applicable Transmission charges & transmission losses (including Delhi SLDC Fees and Charges), Delhi STU charges all taxes and duties cess etc, imposed by Central Govt. / State Govt. / Local bodies. Tariffs shall be designated in Indian Rupees only.

Application for open access shall be made by bidder/trader on behalf of BRPL and as per CERC (Sharing of Inter-state Transmission Charges and losses) Regulations, 2020 as updated & subsequent clarification issued by NRLDC on dt. 29.11.2020. ISTS Transmission charges as applicable shall be to account of BRPL and shall not be included in tariff bid. The quoted tariff shall be inclusive of a) STU charges b) CTU / STU losses and all operating charges and application fees

iv) The term monthly/ requisition period shall be read as requisition period basis wherever applicable in the bid document.

v) Annexure 2 Tariff declaration

The format for Annexure 2 Tariff declaration is modified and be read as under :

It is hereby declared that on the date of submission of Bid against BRPL tender Head(PMG)/BRPL/E Tender/2021-22/ 1198 the tariff quoted is including the STU transmission charges of Paisa/kWh till the delivery point (BRPL Periphery).

Application for open access shall be made by bidder/trader on behalf of BRPL and as per CERC (Sharing of Inter-state Transmission Charges and losses) Regulations, 2020 as updated & subsequent clarification issued by NRLDC on dt. 29.11.2020. ISTS Transmission charges as applicable shall be to account of BRPL and has not been included in tariff bid. The quoted tariff is in accordance with Tariff clause of the bid document.

It is hereby undertaken that bid are duly compliant as per latest Central Electricity Regulatory Commission (Sharing of Inter-State Transmission Charges and Losses) Regulations, 2020 as updated / Orders regarding STOA charges & losses etc as applicable before bid submission

3. The clause as below is added to the existing tender document as per latest MOP guidelines

Consequences on Sale of Contracted Power to Third Party without consent of the Procurer

In case the Seller fails to offer the contracted power as per the Agreement to the Procurer and sells this power without Procurer's consent to any other party, the Procurer shall be entitled to claim damages from the Seller for an amount equal to the higher of : (a) twice the Tariff as per the PPA for the corresponding contracted power; and (b) the entire sale revenue accrued from Third Parties on account of sale of this contracted power. These damages shall be in addition to Liquidated Damages as per clause of existing tender, for failure to supply the Instructed Capacity.

On a complaint to this effect by the Procurer to the concerned load dispatch centre, the Seller shall be debarred from participating in power exchanges and also from scheduling of this power in any short term/ medium term / long term contracts from that generating station for a period of three months from the establishment of default, in the complaint. The period of debarment shall increase to six months for second default and shall be one year for each successive default."

All other terms and conditions of the said tender will remain same.

HOD PMG
BRPL