

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

No. HOD (PMG)/BRPL/2023-24 /181

Date: 05.12.2023

**Corrigendum no. 1: Tender No. Head (PMG)/BRPL/E Tender/2023-24/169 [Event No. BSES/Short/23-24/ET/159]**

With respect to the BRPL tender no. Head (PMG)/BRPL/E Tender/2023-24/169 [Event No. BSES/Short/23-24/ET/159] for procurement of power under Short Term arrangement for the period from 01.04.2024 to 30.09.2024

In view of queries & request from prospective Bidders, the BRPL reply for the same is as per Annexure enclosed.

All other terms and condition of BRPL Purchase tender no. Head (PMG)/BRPL/E Tender/2023-24/169 dated 22.11.23 will remain same.

  
HOD 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 /169 dated 22.11.23,BSES/Short/23-24/ET/159**

S. No.	Clause No.	Existing Clause	Query by Trader	BRPL's response	Revised clause
1	Clause H.Tariff Structure	The Bidder shall quote the single tariff at the Delivery point i.e. NR periphery up to (3) decimals which shall include capacity charge, energy charge, trading margin (in case of Bidder being a Trader) and all taxes and duties cess etc, imposed by Central Govt., State Govt., Local bodies. Tariffs shall be designated in Indian Rupees only. The bidder is not required to consider the transmission charges for Temporary General Network Access (T-GNA) in the tariff.T-GNA charges if any shall be on account of procurer and BRPL shall reimburse T-GNA charges whenever applicable to bidder separately within 07 working days of production of proof of payment of T-GNA charges	1.BRPL should reimburse TGNA charges whenever applicable to bidder separately within 03 working days of issue of TGNA charges bill by bidder after the approval of TGNA by RLDC. 2. Request to kindly clarify who shall bear the NRLDC application fees 3. We request BRPL to amend the reimbursement of T-GNA charges within 03 working days, as per the timeline issued by CERC.	BRPL agrees to bidders proposal	The Bidder shall quote the single tariff at the Delivery point i.e. NR periphery up to (3) decimals which shall include capacity charge, energy charge, trading margin (in case of Bidder being a Trader) and all taxes and duties cess etc, imposed by Central Govt., State Govt., Local bodies. Tariffs shall be designated in Indian Rupees only. The bidder is not required to consider the transmission charges for Temporary General Network Access (T-GNA) in the tariff.T-GNA charges <b>including RLDC application fees</b> if anyshall be on account of procurer and BRPL shall reimburse T-GNA charges whenever applicable to bidder separately <b>within 03working days</b> of issue of TGNA charges bill by bidder after the approval of TGNA by RLDC .
2	Clause H.Tariff Structure Point 2	All the open access charges , transmission withdrawl charges ( T-GNA) including Delhi STU charges and losses , Scheduling charges operating charges Application fees of Slcd beyond delivery point including delivery point shall be borne by BRPL.And same upto delivery point , if any , shall be borne by Bidder	The last line should be deleted as It is not in line with Cl. H of Tender. Kindly clarify.	It is requested to kindly follow the tender terms and conditions	
3	Clause H.Tariff Structure Point 5 & 6	Successful bidder(s) shall be applying for the short term open access (T-GNA) booking as per the latest open access Regulations / Guidelines in vogue. The successful bidder(s) shall be responsible for the delivery of power at NR periphery. The bidder shall quote tariff at delivery point (NR periphery) as per latest Central Electricity Regulatory Commission Connectivity and General Network Access to the inter-state Transmission System Regulations, 2022 and (Indian Electricity Grid Code) regulations,2023 / Orders regarding STOA( TGNA) charges & losses etc as applicable before bid submission	We understand that quoted price are excluding ISTS charges and other operating and application charges as per GNA regulations and other applicable orders.Kindly clarify	The clause is self explanatory and shall remain same. It is requested to kindly follow the tender terms and conditions . The ISTS charges and Other charges are mentioned in other relevant clauses	
4	Cl. No. K Payment of Liquidated Damages for failure to supply the Instructed Capacity point No. 1	Both the parties would ensure that actual scheduling does not deviate by more than 15% of the contracted power as per the approved open access on monthly (requisition) basis.	Both the parties would ensure that actual scheduling does not deviate by more than 15% of the contracted power as per the approved open access on monthly (requisition) basis.	Compensation will be carried out for each requisition period and the compensation bill will be generated on monthly basis	
5	Cl no. 4 Transmission Charges and Losses para 1	All the open access charges, transmission withdrawl charges( T-GNA) including Delhi STU charges& losses, Scheduling Charges, operating charges, Application fee of SLDC beyond delivery point including delivery point shall be borne by Brpl. And the same upto delivery point, if any, shall be borne by bidder	The last line should be deleted as It is not in line with Cl. H of Tender. Kindly clarify. 2. Please clarify on applicability of ISTS losses, either it should be on account of BRPL or Bidder.	Modified clause including bidders proposal	All the open access charges, transmission withdrawl charges( T-GNA), <b>ISTS losses</b> including Delhi STU charges& losses, Scheduling Charges, operating charges, Application fee of SLDC beyond delivery point including delivery point shall be borne by Brpl. And the same upto delivery point, if any, shall be borne by bidder
6	Cl no. 4 Transmission Charges and Losses para 3	In case, bidder is a trader then T-GNA shall be booked by trader and BRPL shall reimburse the T-GNA charges (i.e. CTU transmission charges, application fee and other charges such as RLDC operating charges, STU charges etc., if any beyond delivery point) to the trader on submission of bill. The T-GNA charges shall be reimbursed by BRPL within 07 days of production of Proof of payment of T-GNA charges through e-mail.	we understand that BRPL shall reimburse all the TGNA charges incurred for booking of T-GNA granted up to delivery point and also beyond delivery point i.e. up to BRPL periphery to bidder. We request BRPL to reimburse all TGNA charges to bidder within 3 days of raising the T-GNA bill as approved by RLDC.	BRPL agrees to bidders proposal	In case, bidder is a trader then T-GNA shall be booked by trader and BRPL shall reimburse the T-GNA charges (i.e. CTU transmission charges, application fee and other charges such as RLDC operating charges, STU charges etc., if any upto delivery point and beyond delivery point i.e. up to BRPL periphery) to the trader on submission of bill. The T-GNA charges shall be reimbursed by BRPL <b>within 03 days</b> of raising the T-GNA charges bill by bidder as approved by RLDC.

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7	CI no. 4 Transmission Charges and Losses para 5	Revision/cancellation of T-GNA is possible only from 30 days and above . In case of revision/cancellation of approved open access quantum, the party seeking revision/cancellation shall bear all the consequent open access charges and any other charges, as applicable,for such revision/cancellation under the open access Regulations in force".	Pl clarify as It is not clear	Revision/cancellation of T-GNA is possible only from 30 days and above Revision and cancellation of T-GNA shall be as per revised clause	Procedure for grant of GNA (T-GNA) to ISTS through NOAR" dated september,2023 issued by Grid Controller of India Ltd in compliance to CERC ( Connectivity and GNA to ISTS) Regulations, 2022. 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 onsequent open access/ TGNA charges and any other charges, as applicable,for such revision/cancellation under the open access/GNA Regulations in force".
8	CI no. 4 Transmission Charges and Losses para 6	All the open access charges, transmission charges including Delhi STU charges& losses, Scheduling Charges, operating charges, Application fee of SLDC upto delivery point including delivery point shall be borne by Bidder. And same beyond delivery point, if any,shall be borne by BRPL	It is not as per CI H of Tender and not required. 2. Tariff structure in page 5 contradicts with Transmission Charges and Losses in page 13 last paragraph i.r.o delivery point . May pl remove the ambiguity	The same ie para 6 be treated as deleted . However para 1 is retained	
9	CI no. 4 Transmission Charges and Losses para 2 & 6	The Bidder shall book the open access on firm basis in accordance with procedure of Bilateral Transaction based on CERC OA regulation dated 25th Jan 2008 and subsequent amendments from time to time.	Now booking of T-GNA is as per " Procedure for grant of GNA (T-GNA) to ISTS through NOAR" dated September,2023 issued by Grid Controller of India Ltd in compliance to CERC ( Connectivity and GNA to ISTS) Regulations, 2022.	BRPL agrees to bidders proposal	The bidder shall book T-GNA is as per " Procedure for grant of GNA (T-GNA) to ISTS through NOAR" dated september,2023 issued by Grid Controller of India Ltd in compliance to CERC ( Connectivity and GNA to ISTS) Regulations, 2022.
10	Annex ure-II, Tariff Declaration para 1	It is hereby declared that on the date of submission against BRPL tender Head(PMG)/BRPL/E Tender/2023-24/ 169 the tariff quoted is including the transmission charges of ----- Paise/KWh till the delivery point( NR Periphery)	It is contrary to CI H of Tender and should be redrafted.	No change . The bidder may include STU charges if the supplying generator is Intra state	
11	Annex ure-II, Tariff Declaration para 2	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 / and as per latest Central Electricity Regulatory Commission Connectivity and General Network Access to the inter- state Transmission System Regulations, 2022 and (Indian Electricity Grid Code) regulations,2023 / Orders regarding STOA( TGNA) charges & losses etc as applicable .before bid submission as applicable before bid submission.	It should be redrafted and eliminate the last phrase. 2.Annexure-II: Since delivery point is at NR periphery , so for a seller who is connected to CTU need to furnish this one or may be dispensed with ?  May pl clarify. 2. Since delivery point is at NR periphery , so for a seller who is connected to CTU need to furnish this one or may be dispensed with ?	No change . The bidder may include STU charges if the supplying generator is Intra state	
12	Annex ure-V, Declaration para 2	In consideration of the BSES Rajdhani power ltd. having treated the tendered to be an eligible person whose tender may be considered the Tendered agrees to the condition that the proposal in response to the above invitation shall not be withdrawn before 15 days (or any extension thereof) from the Ebid reverse auction of the tender also to the condition that if hereafter the Tenderer does withdraw his proposal within the said period, the Earnest Money deposit by him may be forfeited to the BSES Rajdhani power Ltd. and at the discretion the purchaser, the Purchaser may debar the Tendered from tendering for a minimum period of one year.	Some typographical error and bid withdrawn days should be corrected	Typographical error corrected and modified clause shall be as as per Revised Clause	In consideration of the BSES Rajdhani power ltd. having treated the tenderer to be an eligible person whose tender may be considered, the Tenderer agrees to the condition that the proposal in response to the above invitation shall not be withdrawn before 45 days (or any extension thereof) from the E-bid reverse auction of the tender also to the condition that if hereafter the Tenderer does withdraw his proposal within the said period, the Earnest Money Deposit submitted by him may be forfeited to the BSES Rajdhani power Ltd. and at the discretion the purchaser, the Purchaser may debar the Tenderer from tendering for a minimum period of one year.

13	Clause No. N. Bid submission and evaluation: (15)	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	We request BRPL to amend the existing clause in tender document as per the Standard Bidding Guideline issued by Ministry of Power for Procurement of Power on short term basis and issue the amendment accordingly. In case BRPL fails to issue the LoA within bid validity period upto 45 15 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.	It is requested to kindly follow the tender terms and conditions	
14	Clause No. E (Earnest Money Deposit (EMD)/ Bank Guarantee (BG)		Request to kindly specify the validity and claim expiry of EMD BG to be submitted by the bidders in order to avoid any discrepancies.	The validity and claim expiry of EMD BG to be submitted by the bidder shall be 30 days from the date of selection of Successful Bidder(s). The EMD shall be converted to CPG for successful bidders while the same shall be forfeited in case the bid is withdrawn during the validity period	
15	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."	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 2. Bid validity may pl be modified as 30 days instead of 45 days	Bid validity shall be 45 days as per the BRPL tender The bid validity period shall be excluding the date of E-reverse auction	
16	Clause No. M (Payment term/Payment security to be made available by the Procurer)		This is in reference to the Ministry of Power (MOP) Electricity (Late Payment Surcharge and Related Matters) Rules, 2022 and Procedure for Regulation of access under the Electricity (Late Payment Surcharge and related matters), Rules 2022 published by National Load Despatch Centre (NLDC); LC is mandatory before commencement of power supply and for applicability of late payment surcharge. All other provisions shall be applicable as per the MOP rules and POSOCO procedure of Late Payment Surcharge and Related Matters.	It is requested to kindly follow the tender terms and conditions	
17	Clause No. N(16) (Bid submission and evaluation):	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 LoI quantum due to non-acceptance of some LoI quantum by any of its generator(s). In such case the LoI may be considered as partially accepted by the successful bidder. Accordingly, the EMD amount against the unaccepted quantum shall be forfeited by BRPL and rest of the EMD amount shall be refunded to the successful bidder. Request to kindly confirm on the same	It is requested to kindly follow the tender terms and conditions	
18	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 basis. In case the deviation from procurers side is more than 15% of contracted energy for which open access has been allocated on monthly (requisition) 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 (requisition) 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. As per the attached Ministry of Finance (MoF), Govt. of India order dated 3rd August 2022 on GST applicability on liquidated damages, compensation and penalty arising out of breach of contract or other provisions, we understand that GST shall not be applicable on compensation/Liquidated Damages amount. Request to kindly confirm the same We understand that each seller individually has the option to surrender the contracted quantum by 15% in the issued LoI. Request to kindly confirm on the same.	Taxes as per prevailing law shall be applicable . Both the parties individually has the option to surrender the contracted quantum by 15% as per LoI. / Tender terms and conditions	
19	Clause No. 9 (Force Majeure):	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	We request to kindly consider the contract period unchanged irrespective of the actual power flow period and the power scheduled 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	

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20	Page- 3 clause C	Also BRPL may choose any/all fortnight/months for Purchase of Power as per its requirement. Each requisition above shall be treated as separate and distinct for all purposes."	Since requisitions are on fortnightly basis and compensation is on " 15% of contracted energy for which open access has been allocated on monthly (requisition) basis" , therefore page -3 clause C last para to be modified as ".....each requisition above shall be treated as separate for the purpose of bid submission	Each requisition above shall be treated as separate for the purpose of bid submission "	
21			While bidder /trader shall apply for open access if scheduled under T-GNA , it is requested to clarify when Delhi STU charges, scheduling Charges, operating charges, application fee shall be reimbursed to bidders ?What will be applicability of LPS for same?	kindly refer to tender 7 Payment b and other relevant clauses where it stands clarified	
22			It is mentioned in the tender that firm RTC power is required for contracted capacity else LD would be applicable for any shortage. We would like to submit that we would be able to provide power only as per our generation profile.  Thus kindly confirm us , if supply of power as per our generation schedule would be acceptable in this tender.	Requisition period is based on fortnightly basis . Bidders may choose any period matching with the availability of power as per tender conditions	
23	Clause No. H (Tariff Structure):	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 with additional charges(if any applicable) . However, if BRPL denies permission for this alternate source, no compensation shall be applicable on the Bidder	BRPL will endeavor to accommodate the power from alternate sources to the extent possible .Kindly note that acceptance or rejection of alternate source shall be solely at discretion of BRPL.	

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