

**PROCUREMENT OF POWER ON MEDIUM-TERM BASIS FROM VARIOUS SOURCES (except coal) THROUGH TARIFF BASED COMPETITIVE BIDDING PROCESS**

No. HOD (PMG)/BRPL/2023-24/251  
Date: 21.02.2024

**Corrigendum no. 1: Tender No. HOD (PMG)/BRPL/2023-24/236 dated 30.01.2024**

With respect to the BRPL tender no. HOD (PMG)/BRPL/2023-24/236 dated 30.01.2024 for procurement of power under Medium term arrangement for three years

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

The Revised timelines of bid document are as under:

Sl. No	Event Description	Revised Date & Time
1	Utilities response to queries latest by	22 <sup>nd</sup> Feb'2024
2	Last date and time of submission of Application and Bids (including Section A and Section B) – Bid Due Date	04 <sup>th</sup> March'2024

\*Remaining timelines remains unchanged as per BRPL bid document

  
HOD (PMG)  
BRPL

**Clarification to the queries on the BRPL PROCUREMENT OF POWER ON MEDIUM-TERM BASIS FROM VARIOUS SOURCES (except coal) Tender no HOD (PMG)/BRPL/2023-24/236 dated 30.01.2024**

S.N o.	Name of the Document	Clause No and Existing Provision	Queries/ Clarification Required	Suggested text for the amendment	Rationale for clarification/ amendment	BRPL Response	BRPL Amended clause
1.	RFQ	<p align="center"><b>Definitions</b> Trading Licensee(s)</p> <p>shall mean the Bidder which is an Electricity Trader or a Distribution Licensee in terms of the Electricity Act, 2003 and submits its Application on the basis of an exclusive power purchase agreement executed with the entity with identified generation source from where the power is proposed to be supplied by the Bidder</p>		<p>It may be revised as below:</p> <p>shall mean the Electricity Trader or a Distribution Licensee in terms of the Electricity Act, 2003 and submits its Application on the basis of an exclusive power purchase agreement <b>or any other relevant agreement executed</b> with the entity with identified generation source from where the power is proposed to be supplied by the Bidder</p>	State Governments may not have signed a power purchase agreement with generator and may have signed any other agreement. Hence, the proposed revision.	It is requested to kindly follow the tender terms and conditions	No change
2.	RFQ	<p align="center"><b>1.1.1</b></p> <p>Bidder has to supply Contracted Capacity at CTU Periphery, i.e. interconnection of seller with CTU.</p>		Contracted capacity shall be considered at ex-bus of the generation station or State Periphery of <b>State Government or any State controlled entity.</b>	It is very difficult to forecast transmission charges losses for STU connected sellers. As per prevailing regulations, GNA Contract is needed	It is requested to kindly follow the tender terms and conditions. Delivery point shall remain unchanged	No change

					to be mentioned for a fixed quantum which is impossible due to not perfect forecast of STU transmission losses. Further, the bidder may be permitted to quote present STU charges which may be reimbursed based on actuals.		
3	RFQ	<p style="text-align: center;"><b>1.1.1</b> Delivery Point</p> <p>..... the Utility has decided to procure electricity from a power generating station that would dedicate a contracted capacity of 300 MW .....for production of electricity and supply thereof for a period of 3 (Three) years .....</p>		..... the Utility has decided to procure electricity from a power generating station that would dedicate a contracted capacity of 300 MW .....for production of electricity and supply thereof <b>from June-September</b> for a period of 3 (Three) years .....	RTC Generation from hydro power plants is uncertain throughout the year. Hence, it is suggested to revise the delivery schedule to June-Sep for RTC supply. If power is required in the month of rest of the months also, it may be allowed on net-power realization basis and not RTC.	The suggested change can be considered subject to Hon'ble DERC approval	Based on the request received from the probable bidders, The delivery schedule is revised to <b>May to Sep</b> for firm RTC supply for 3 Years subject to Hon'ble DERC approval. Calculation of the availability and payment of the fixed charges will also be done considering the

							aforesaid period
4.	RFQ	<p><b>2.2.2 (A) Technical Capacity</b> For demonstrating technical capacity and experience (the "Technical Capacity"), the Bidder shall own and operate power generating station(s) having an installed capacity equivalent to at least twice the capacity for which the Bidder is willing to Bid.....</p>		<p>It may be revised as below:</p> <p>For demonstrating technical capacity and experience (the "Technical Capacity"), the Bidder shall own and operate power generating station(s) having an installed capacity equivalent to at least twice the capacity for which the Bidder is willing to Bid.</p> <p>This criterion may be waived off for DISCOM/State government entities.</p>		<p>Bidder shall own and operate power generating station(s) having an installed capacity equivalent to at least twice the capacity for which the Bidder is willing to Bid. However the criteria can be waived of for Dicom's/State utilities subject to commission approval.</p>	<p>The technical capacity criteria is waived of for Discom's/State Utilities subject to Hon'ble DERC approval</p>
5.	RFQ	<p>2.12.2 (v) if the Bidder is a Trading Licensee, a copy of the power purchase agreement or an equivalent arrangement with the</p>	<p>Letter of Authorization to Trading Licensee can be given by Developer as an equivalent arrangement may be considered.Please confirm.</p>			<p>No change</p>	<p>No change</p>

		Developer;					
6.		<p><b>2.12.2 (vi)</b> a copy of Agreement or equivalent arrangement wherever applicable for the Power Station</p>	Please clarify which "agreement" is being referred to in this clause.			It is requested to please follow tender terms and conditions as the same is as per MoP guidelines (To be discussed)	No change
7.	RFQ	<p><b>2.12.2 (vii)</b> The prospective Bidders should have achieved CoD before the last date of submission of bids. A copy of certificate of CoD of the plant to be provided by prospective Bidders to ascertain that the offered power would be supplied w.e.f. 01.04.2024 (tentative).</p>	State Government/Discoms may be exempted.		In case the Developer or the generator is State Government, the same may not be applicable.	State Government/Discoms may be exempted subject to Hon'ble DERC approval	State Government/Discoms may be exempted subject to Hon'ble DERC approval
8.	RFQ	<p><b>2.18.1 (i)</b> it contains Agreement or equivalent arrangement related to Fuel (wherever applicable) for the Power Station</p>	Kindly clarify which document needs to be submitted for fulfilling the requirement of this clause.		Hydro projects do not have any Fuel (Water) Agreement. Hence, this clause may be deleted.	No Fuel supply agreement is required for Hydro stations and RE sources. The agreement shall be provided in case wherever applicable as already mentioned in the RFQ	Requirement of submitting FSA is waived off

9.	RFP	<p><b>1.2.10</b>  “.....In L-1 Matching round, the Qualified Bidders will be displayed the bid of the Lowest Bidder (“Lowest Bid”) and available quantity, they will be required to input the quantity in MW that they wish to supply at the Lowest Bid....”</p>	<p>Please clarify whether in L-1 matching round, Bidders are permitted to increase/decrease the quantum from the earlier offered quantum.</p>			<p>It is requested to please follow tender terms and conditions.</p>	<p>No change</p>						
10.	RFQ	<p><b>1.3</b>  Schedule of Bidding Process:</p> <table border="1" data-bbox="405 683 757 983"> <thead> <tr> <th data-bbox="405 683 584 719">Event</th> <th data-bbox="584 683 757 719">Date</th> </tr> </thead> <tbody> <tr> <td data-bbox="405 719 584 836">Utility response to queries latest by</td> <td data-bbox="584 719 757 836">19<sup>th</sup> Feb'24</td> </tr> <tr> <td data-bbox="405 836 584 983">Last date and time of submission of Application and Bids</td> <td data-bbox="584 836 757 983">28<sup>th</sup> Feb'24</td> </tr> </tbody> </table>	Event	Date	Utility response to queries latest by	19 <sup>th</sup> Feb'24	Last date and time of submission of Application and Bids	28 <sup>th</sup> Feb'24	<p>The bidders will require at least 20 working days after Utility response to their queries. Bidders decide the bid preparation based on the queries revert provided by utility.</p> <p>Hence the Bid due date should be at least 20 working days after Utility response to their queries so as to give sufficient time to bidders to study the financial and commercial aspects after receipt of clarifications &amp; to prepare for and submit their bids.</p>			<p>The last date of Utility response to queries has been extended till 22<sup>nd</sup> Feb'2024 and Last date and time of submission of Application and Bids (including Section A and Section B) – Bid Due Date is extended till 04<sup>th</sup> March'2024</p>	<p>The last date of Utility response to queries has been extended till 22<sup>nd</sup> Feb'2024 and Last date and time of submission of Application and Bids (including Section A and Section B) – Bid Due Date is extended till 04<sup>th</sup> March'2024</p>
Event	Date												
Utility response to queries latest by	19 <sup>th</sup> Feb'24												
Last date and time of submission of Application and Bids	28 <sup>th</sup> Feb'24												
11.	RFQ	<p><b>2.17 Confidentiality</b>  Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained</p>	<p>Please share the legal, financial or technical adviser of the Utility for this bidding process, so that applicant can avoid having conflict of interest by not availing services from the same consultant for this bid.</p>			<p>At present there is no third party involved for this bidding process. In case any third party is involved or hired the same will be intimated in</p>	<p>—</p>						

		professional advisor advising the Utility in relation to, or matters arising out of, or concerning the Bidding Process.				advance. The bidder is also requested to follow the same.	
12.	RFQ	Appendix-I Annex-II & V	State Government/Discoms may be exempted for providing this.		In case the Developer or the generator is State Government, the same may not be applicable.	It is requested to please follow tender terms and conditions.	No change
13.	APP	5.1.2 and 11.4.2 The Supplier shall [ensure that the Developer shall if Supplier is a Trading Licensee] operate and maintain the Power Station in accordance with the Specifications and Standards and the Maintenance Requirements such that the Availability of the Contracted Capacity of the Power Station is at least [85% (eighty five per cent) thereof during [Designated Hours of]13 each year of the Contract Period (the "Normative Availability").	For Hydro Power Plants, the power supply is dependent on water inflow for hydro project and Supplier does not have any control in the water availability, the Normative Availability of 85% shall be applicable on the approved design energy of the plant (on pro-rata basis) viz the contracted capacity of the power station. For power supply from Wind and Solar power plants, the Normative Availability shall be equal to the corresponding power generation of the contracted capacity of the power station and CUF of the plants shall be at least the Industry Standard average CUF of solar and wind plants, respectively.		Hydro Power Plants:  The design energy is an estimation of energy to be generated from the hydro project and is not assured generation as the generation from plant depends upon water inflow.  Solar and Wind Power Plants:  Do not operate on 100% capacity (or even nearby 85%) on an average. Thus the CUF shall be in accordance with the Industry Standard average of solar and wind plants.	It is requested to please follow tender terms and conditions.	NO change

14.	APP	<p align="center"><b>5.3</b> <b>Obligations relating to transmission charges</b></p>	<p>If the Power Station is connected to intra-state transmission system of a state other than the state where the Utility is located and the power scheduled by the Utility is less than the booked quantum, then Utility shall be liable to pay the applicable transmission charges. Please clarify.</p>			<p>The transmission charges and losses up to the delivery point is to be borne by the bidder and beyond delivery point by the procurer the same is already mentioned in the bid document</p>	NO change
15.	APP	<p align="center"><b>5.3 &amp; 5.4</b></p>	<p>It is requested to clarify about treatment of other statutory charges also.</p>			<p>You are requested to please follow the tender terms and conditions</p>	<p>Provisions related to reimbursement of taxes &amp; duties are not applicable bidders need to quote on all inclusive tariff.</p>
			<p>Apart from transmission losses and transmission charges, other statutory charges applicable beyond the delivery point, including but not limited to application fees, operating charges, SOC, MOC etc. shall be reimbursed by the utility, at actuals.</p>				



16.	APP	<p>10.2.1 In the event the Utility, does not schedule a quantum of power out of its Contracted Capacity before opening of bidding window of power exchange for day ahead collective transactions, the Supplier shall be entitled to sell such un requisitioned power on power exchange under day ahead or real time collective transaction or intraday transaction. Provided that in such cases, Utility shall not be entitled to recall full or part of its un requisitioned capacity.</p>		<p>Another Paragraph may be added in 10.2.1 as stated below: As fixed charges are payable for availability of Contracted Capacity, Utility shall be liable to pay fixed charges even for cases when it is not scheduling any power (provided that plant is available). Further, Utility shall be liable to pay for transmission open access charges even if energy is not scheduled. Also, the last para of the clause should be rectified as below:</p>		<p>Existing provision as per tender document published by BRPL shall prevail</p>	-
				<p>Provided further that if the Supplier is able to sell the <b>un-requisitioned</b> power, sharing of gain from such sale of such power shall be as per applicable rules issued by the Ministry of Power.</p>			

17.	APP	<p><b>11.4.3</b> In the event that any shortfall in supply of electricity to the Utility occurs on account of deficiency in intra state transmission system in accordance with the provision of Clause 5.3, Availability shall be deemed to be reduced in accordance with the provisions of Clause 11.5.2 and the Non-Availability arising as a consequence thereof shall, for the purposes of payment of Fixed Charge, be deemed to be Availability to the extent of 50% (fifty per cent) of the Non-Availability hereunder.</p>		<p>In the event that any shortfall in supply of electricity to the Utility occurs on account of deficiency in inter /intra state transmission system in accordance with the provision of Clause 5.3, Availability shall <b>not</b> be deemed to be reduced in accordance with the provisions of Clause 11.5.2</p>	<p>Transmission constraint to be treated as Force Majeure and shall be considered for 100% deemed availability for such Transmission Constraint.</p>	<p>It is requested to please follow the BRPL tender terms and conditions</p>	<p>No change</p>
18.	APP	<p><b>11.9.3</b> The Utility shall, within 30 (thirty) days of receipt of a Monthly Invoice in accordance with Clause 11.9.1 (the "Payment Due Date"), make payment.....</p>	<p>Please clarify whether the Due Date <b>is including or excluding</b> the date of receipt of invoice which can be sent <b>through e-mail.</b></p>			<p>the Due Date <b>is excluding</b> the date of receipt of invoice which can be sent <b>through e-mail.</b></p>	<p>—</p>
19.	APP	<p><b>11.9.3</b> The Utility shall, within 30 (thirty) days of receipt of a Monthly Invoice in accordance with Clause 11.9.1 (the "Payment Due Date"), make payment.....</p>		<p>Text to be added: In case the power is scheduled under T-GNA, the payment of open access charges shall be payable by the supplier and shall be reimbursed by the Utility within 5 days of the receipt of such OA charges Invoice through official E-Mail. This shall also</p>	<p>Payment towards open access charges should be reimbursed on timely basis as it carries fund management cost in case of monthly payment cycle.</p>	<p>It is requested to please follow the tender terms and conditions</p>	<p>No change</p>

				include any other statutory charges applicable beyond the Delivery Point.			
20.	APP	<p><b>15.2 Insurance Cover</b> Without prejudice to the provisions contained in Clause 15.1, the Supplier shall, during the Operations Period, procure and maintain [and cause the Developer to procure and maintain, as the case may be, if Supplier is a Trading Licensee] Insurance Cover including but not limited to the .....</p>	<p>The generator has insured plant, machinery and accessories and has taken cover for Standard Fire and Special Perils Policy and earthquake too.</p> <p>Please clarify if any other insurance policy is required</p>	It is suggested that this clause may be deleted.	<p>Please clarify in case any other Insurance is required. In case generator is not able to supply power to Utility, it will pay penalty as per terms of PPA. Hence, this clause is not required.</p>	Existing provision as per BRPL tender documents shall prevail.	-
21.	APP	<b>16 Accounts and Audit</b>		Shall be deleted	<p>The Clause is relevant for long term PPAs wherein PPAs are signed for 25 years. For medium term power sale, multiple PPAs may be signed for the plant. Each Procurer may have separate requirements, which for a generator would be difficult to be fulfilled. Hence, this may be deleted.</p>	The clause is as per MoP Standard bidding documents	NO change

22.	APP	<p><b>11.3 &amp; 12.3.2</b>  For determining the Fixed Charge due and payable to the Supplier, the Base Fixed Charge shall be revised annually to reflect 20% (twenty per cent) of the variation in WPI occurring between January 31 immediately preceding the Bid Date and January 31 immediately preceding the Accounting Year for which such revision is undertaken. For the avoidance of doubt and by way of illustration, if (a) the Bid Date occurs in March 2015; (b) the appointed date occurs in May 2019; and (c) WPI increases by 20% (twenty per cent) between January 31, 2015 and January 31, 2019, the Fixed Charge for the Accounting Year commencing from April 1, 2019 shall be 104% (one hundred and four per cent) of the Base Fixed Charge</p>	<p>Request to confirm the understanding as per below illustration (example):  FC (Bid Date): Rs. 2.00/kWh  WPI assumed on 31st Jan 2023: 100  WPI on 31st Jan 2024: 105  WPI Variation: 5%  FC from 1st April 2024: Rs. 2.00/kWh * 1.01 = Rs. 2.02/kWh  WPI on 31st Jan 2025: 110  WPI Variation: 10%  FC from 1st April 2025: Rs. 2.00/kWh * 1.02 = Rs. 2.04/kWh  Please confirm the understanding.</p>			<p>The understanding is correct. The fixed charge shall be computed as per the provision of APP</p>	—
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23.	APP	<p>13.2.1</p> <p>The Utility shall, no later than 30 (thirty) days prior to the likely date of the Appointed Date, provide to the Supplier, an unconditional, revolving and irrevocable letter of credit for an amount equivalent to the Minimum Monthly Payment (the "Letter of Credit"), which may be drawn upon by the Supplier for recovery of payment due against the Monthly Invoice in accordance with the provisions of this Agreement. The Letter of Credit shall be substantially in the form specified in Schedule-E and shall come into effect on the Appointed Date, and shall be modified once every year to reflect the revision in Minimum Monthly Payment in accordance with the provisions of this Agreement.</p>	<p>Since billing is on monthly basis and payment due date is 30 days after billing date. Hence by the time first payment is due the supplier has already supplied power for more than two months, hence the value of LC must be of an amount equivalent to the two months energy bill.</p>	<p>The Utility shall, no later than 30 (thirty) days prior to the likely date of the Appointed Date, provide to the Supplier, an unconditional, revolving and irrevocable letter of credit for an amount equivalent to the <b>average two</b> Monthly Payment (the "Letter of Credit"), which may be drawn upon by the Supplier for recovery of payment due against the Monthly Invoice in accordance with the provisions of this Agreement.</p>		<p>No change .It is requested to follow the tender terms and conditions</p>	<p>NO change</p>
24.	RFQ and APP	<p><b>RFQ 1.2.13</b></p> <p>The Bidder shall quote a Base Variable Charge comprising the generating cost of electricity, the transmission charges and the transmission losses. Based on its Bid, a lumpsum tariff shall be paid to the Supplier comprising of (a) a Base Variable Charge, and (b) a Base Fixed Charge, as per the provisions of Clause 12.3.1 of the APP....</p> <p><b>APP 12.2 Base Variable</b></p>	<p>1. Please clarify what components the Base Variable Charge shall comprise of.</p> <p>The definitions given in RFQ and APP are not in sync.</p> <p>2. Please clarify that the Transmission charges and losses mentioned as part of base variable charge shall not be applicable.</p>	<p>Suggested text for definition of Base Variable charge in APP:</p> <p>APP 12.2 Base Variable Charge</p> <p>The Parties agree that the variable charge, in accordance with the offer of the Supplier for the Base Year, shall be</p>	<p>Since the Computation of Variable Charge is as per the "Lumpsum Tariff", the present definition of Base Variable Charge mentioned in clause 12.2 of APP needs revision.</p> <p>Also, Transmission charges and losses mentioned as part</p>	<p>The clause in tender is self-explanatory as the delivery point is CTU PP</p>	<p>Existing provision as per BRPL tender shall prevail</p>

		<p align="center"><b>Charge</b></p> <p>The Parties agree that the variable charge, in accordance with the offer of the Supplier for the Base Year, shall be Rs. ... (Rupees ....) per kWh, [comprising Rs.... (Rupees...) per kWh as the cost of Fuel/generating cost and Rs....(Rupees....) per kWh as the cost of transportation of which Rs.....(Rupees....) per kWh shall be in respect of domestic transportation.....</p>		<p>Rs. ... (Rupees ....) per kWh, [comprising Rs.... (Rupees...) per kWh as the cost of Fuel/generating cost and Rs....(Rupees....) per kWh as the cost of transportation of which Rs.....(Rupees....) per kWh shall be in respect of domestic transportation</p>	<p>of base variable charge shall not be applicable since delivery point is CTU Interconnection point of the Generator and scheduling shall be as per Hon. CERC's GNA Regulations implemented w.e.f. 01.10.2023.</p>		
25.	APP	<p>9.1.4 Notwithstanding anything to the contrary contained in this Agreement, in the event Performance Security is not provided by the Supplier within a period of 45 (forty five) days from the date of this Agreement the Utility may encash the Bid Security and appropriate the proceeds thereof as Damages, and thereupon all rights, privileges, claims and entitlements of the Supplier under or arising out of this Agreement shall be deemed to have been waived by, and to have ceased with the concurrence of the Supplier, and this Agreement, shall be deemed to have been terminated with the consent of the Supplier.</p>	<p>Please clarify the scenario for Damages to be paid by the buyer in the event Performance Security is not provided by the buyer within a period of 45 (forty-five) days from the date of PPA.</p>			<p>It is requested to please follow the tender terms and conditions</p>	<p>No change</p>

26.	APP	Annex – I Description of Hydro-based Power Station	State Government/Discoms may be exempted for providing this.		In case the Developer or the generator is State Government, the same may not be Applicable.	State Government/Discoms may be exempted for providing this.can be considered subject to DERC approval	State Government/Discoms may be exempted for providing this.can be considered subject to DERC approval
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S. No.	Name of the Document	Clause Number	Existing Clause			Amendment Requested		Clarification	BRPL Response	BRPL Response
			Requisition	Capacity Required (in MW)	Period when supply commence	*Delivery Point				
27	RFQ	Clause 1.1					Firm 300 MW with a Green shoe option of contracting additional 200 MW (All sources except coal) under lump sum tariff	We request BRPL to amend the said clause as renewable power is infirm in nature and it is technically not possible to provide firm power from the renewable sources. Therefore we request to kindly consider the contracted capacity in energy terms (Million Units MU) on yearly basis.	The suggested change can be considered subject to Hon'ble DERC approval	Based on the request received from the probable bidders, The delivery schedule is revised to May to Sep for firm RTC supply for 3 Years subject to Hon'ble DERC approval. Calculation of the availability and payment

										of the fixed charges will also be done considering the aforesaid period.
			RTC	Firm Capacity – 300 MW with a Green shoe option of contracting additional 200 MW (All sources except coal) under lump sum tariff	1st April'2024	CTU Periphery i.e. interconnection of Seller with CTU				
28	RFQ	RFQ Clause 2.2.2 (a) Technical Capacity		... the Bidder shall own and operate power generating station(s) having an installed capacity equivalent to at least twice the capacity for which the Bidder is willing to Bid....		the Bidder shall own and operate power generating station(s) having an installed capacity equivalent to <del>at least twice</del> the capacity for which the Bidder is willing to Bid...	We request BRPL to kindly amend the said clause as it technically enables generator to participate in the tender.	Bidder shall own and operate power generating station(s) having an installed capacity equivalent to at least twice the capacity for which the Bidder is willing to Bid. However the criteria can be waived of for Discom's/State utilities subject to commission approval.	The technical capacity criteria is waived of for Discom's/State Utilities subject to Hon'ble DERC approval	



29	RFQ	RFQ Clause 2.12.2 (vi)		copy of Agreement or equivalent arrangement wherever applicable for the Power Station	<del>copy of Agreement or equivalent arrangement wherever applicable for the Power Station.</del>	We request BRPL to omit the said clause as it is difficult to provide any fuel agreement for renewable generators.	It is requested to please follow tender terms and conditions as the same is as per MoP guidelines (To be discussed)	No change
30	RFQ	RFQ Clause 1.1		300 MW [with a Green shoe option ofcontracting another 200 MW] for production of electricity and supply thereof for a period of 3(Three) years (the "Project") through Public Private Partnership (the "PPP") on Finance, Own andOperate (the "FOO") basis	300 MW [with a Green shoe option ofcontracting another 200 MW] for production of electricity and supply thereof for a period of 7 to 10 years (the "Project") through Public Private Partnership (the "PPP") on Finance, Own andOperate (the "FOO") basis...	We request BRPL to amend the said clause and increase the tender period.	It Is requested to please follow the tender terms and conditions.	No change
31	RFQ	RFQ Clause 1.1.5		All Bidders shall indicate the particulars of the relevant Power Station in the form specified at Annex-V of Appendix-I and at National e-Bidding Portal ("DEEP Portal") developed by PFC Consulting Ltd. Bidders may bid for the capacity specified in Clause 1.1.1, or 25 MW (Twenty five MW), whichever is lower. The minimum 25 MW shall be open to multiple sources The remaining capacity, if any, may be procured from other Bidders who are willing to match the lowest Bid.	All Bidders shall indicate the particulars of the relevant Power Station in the form specified at Annex-V of Appendix-I and at National e-Bidding Portal ("DEEP Portal") developed by PFC Consulting Ltd. Bidders may bid for the capacity specified in Clause 1.1.1, or <b>10 MW (Ten MW)</b> , whichever is lower. The minimum <b>10 MW</b> shall be open to multiple sources The remaining capacity, if	We request BRPL to reduce minimum bid quantum to 10 MW which helps small RE-Generators to participate in tender.	It is requested to please follow the tender terms and conditions.	NO change

					any, may be procured from other Bidders who are willing to match the lowest Bid.			
32		APP Article 5: Clause 5.3		... GNA / Open access to be obtained by Seller till BRPL periphery, who shall raise requisite invoices to that end which shall be reimbursed by BRPL.	-	As per current GNA regulation, GNA is to be obtained by Buyer only and the associated OA charges shall be on Buyer's (BRPL) account. It is requested to kindly amend the clause accordingly. Moreover, if any other charges incurred up to delivery point shall be reimbursed by MPL to BRPL.	It is requested to please follow the tender terms and conditions	No change
33	APP	APP Article 10: Clause 10.2.1		In the event the Utility, does not schedule a quantum of power out of its Contracted Capacity before opening of bidding window of power exchange for day ahead collective transactions, the Supplier shall be entitled to sell such un requisitioned power on power exchange under day ahead or real time collective transaction or intraday transaction. Provided that in such cases, Utility shall not be entitled to recall full or part of its un requisitioned capacity.	-	If the unutilized contracted capacity is required to be sold in power exchange in line with the said clause, the financial losses incurred to supplier due to difference in tariff of BRPL and exchange, the same shall be reimbursed by BRPL.	It is requested to please follow the tender terms and conditions	No change
34	APP	APP Article 10: Clause 10.5		The Supplier shall ensure the Availability of the Power Station on round the clock basis. The Utility may opt for a lower capacity requirement during pre-specified hours comprising [*****hours between ***** hours and*****hours.	-	In case reduction of RTC quantum in line with the said clause, it is requested to kindly reduce the quantum uniformly for all hours.	It is requested to please follow the tender terms and conditions	No change

35	APP	APP Article 11: Clause 11.11		Discount for early payment The Parties expressly agree that in the event the Utility pays the billed amount within the periods as specified below, it shall be entitled to deduct specified percentage of the amount by way of discount for early payment			It is requested to please follow the tender terms and conditions	No change
				(i) Up to 5 days from the date of submission of the invoice - 1.5%				
				(ii) Up to 10 days from the date of submission of the invoice-1.4%				
				(iii) Upto 15 days from the date of submission of the invoice-1.3%				
				(iv) Upto 20 days from the date of submission of the invoice-1.2%				
				(v) Up to 25 days from the date of submission of the invoice - 1.1%				
				(vi) Upto 30 days from the date of submission of the invoice- 1.0%				
36								
						To remove the RTC clause as mentioned in the tender document. Further, it is requested to take 60MW power from NMHPS and remaining 240MW from others to fulfil the condition of RTC.	Based on the request received from the probable bidders, The delivery schedule is revised to May to Sep for firm RTC supply for 3 Years subject to Hon'ble DERC approval. Calculation of the availability and payment of the fixed	

							charges will also be done considering the aforesaid period.	
37						It is requested to separate the bid requisitions based on sources of supply for providing level playing field for bidders as price bid shall depend of technology used for generation of electricity i.e. based on hydro /solar /storage etc.	It is requested to please follow the tender terms and conditions	
38						For hydro sources, it is requested to include eligible hydro sources from cross border sources. Appropriate changes in force majeure clause may also be included in view of GoI approval of source based on MoP guidelines	It is requested to please follow the tender terms and conditions. The supplier has to ensure that all the necessary clearances for cross border supply are obtained as per the MoP/GOI rules for timely supply of power to BRPL. However	

							approval of Hon'ble DERC shall be required before issuance of Lol.	
39						For hydro source, dispatch of contracted capacity is dependent of water availability, while as per RfP supply to start from April '24; this will lead to non-availability of source and shall attract Liquidated damages for no fault of developers. This may have an adverse impact on quoted tariff too. In view of same it is requested to provide flexibility to the period of supply of power and change supply period tentatively from June/July to Nov based on design energy of station. In line with same liquidated damages clause also needs to be modified to accommodate contracted energy during supply period	Based on the request received from the probable bidders, The delivery schedule is revised to May to Sep for firm RTC supply for 3 Years subject to Hon'ble DERC approval. Calculation of the availability and	

						to avoid any undue burden on generators/adverse impact on tariff.	payment of the fixed charges will also be done considering the aforesaid period.	
40						As it is mentioned that contracted capacity may be bundled with RE+ Storage, pl clarify how availability of different sources based on technology shall be calculated and how Liquidated damages shall be calculated?	It is requested to please follow the tender terms and conditions.	
41						The Minimum Quantum of 25 MW is too high which completely removes Small Hydro from the equation as by definition Small Hydro comprises of Hydro Power Plants having capacity of up to 25 MW. The said restriction shall be	<i>Minimum bid quantity shall remain unchanged ie 25 Mw It is requested to please follow the tender terms and conditions.</i>	

						removed to include this source of renewable power.		
42						The tender dated 30th January 2024 which has commencement date of 1\$ April 2024 has a submission date of 286 February 2024 on which a 120 day validity period of the bid is being solicited. This makes the validity to be in force to much beyond the date of commencement of power and thereby binding the power plants for the supply period in which it won't be able to offer / sell its power elsewhere also in case of non-award of LOA. The same is technically not feasible.	<b>It is requested to please follow the tender terms and conditions</b>	
43						The Bidders shall be made eligible to offer its entire quantum rather than restricting to half of installed capacity so that small hydro power generators can participate in the same. The increased	<b>It is requested to please follow the tender terms and conditions.</b>	

						participation will lead to more competitive bidding and thereby better tariffs.		
44						<p>The Renewable / Green sources tend to have a variable load (especially hydro power) with changing water availability. Therefore, there should be an option for variable supply of power on month to month basis to better optimize the offering and thus greater competition in auction.</p>	<p>Based on the request received from the probable bidders, The delivery schedule is revised to May to Sep for firm RTC supply for 3 Years subject to Hon'ble DERC approval. Calculation of the availability and payment of the fixed charges will also be done considering the aforesaid period</p>	
45						<p>We understand that BRPL requires RTC supply of power, however, it may please be appreciated that RE sources, particularly Wind and Solar, are weather dependent and doesn't generate</p>	<p>Based on the request received from the probable bidders, The</p>	



						<p>RTC power. Even Hydro stations cannot generate RTC power for the entire year. Hence, our sincere submission is that Requisition should be changed to " as and when available" with some guaranteed percentage w.r.t. real time generation of the power station.</p>	<p><b>delivery schedule is revised to May to Sep for firm RTC supply for 3 Years subject to Hon'ble DERC approval. Calculation of the availability and payment of the fixed charges will also be done considering the aforesaid period.</b></p>	
46						<p>It's our humble request if period for procurement of</p>	<p><b>The delivery schedule is revised to</b></p>	

						power may please be reduced to upto 1 year instead of 3 years. This will increase the participation, as developers having RE capacity for shorter period will also be able to participate, and will eventually result in discovery of more competitive price.	<b>May to Sep for firm RTC supply for 3 Years subject to Hon'ble DERC approval</b>	
47						Source of Power  Clarification is required if bidder can supply power from multiple sources (bundling of power) or it has to be from one source only. For example: if we quote say 100 MW, is it possible that one day we can provide 100 MW by using our solar & wind (in any ratio) and other day by using our hydro or any other combination.	<b>Bidder can supply power from multiple sources (bundling of power) for firm RTC supply for 3 Years subject to Hon'ble DERC approval</b>	

All other terms and conditions of BRPL Tender no HOD (PMG)/BRPL/2023-24/236 dated 30.01.2024 will remain same.