

**BSES RAJDHANI POWER LIMITED**  
Contracts & Materials Department  
BSES Bhawan, Nehru Place, New Delhi – 110019

**CORRIGENDUM / ADDENDUM – I**

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| <b>NIT NO:</b>        | CMC/BR/26-27/FK/CR/SL/1372                                                                                                                                                                               |
| <b>Date of Issue:</b> | 09.10.2026                                                                                                                                                                                               |
| <b>Subject:</b>       | Corrigendum to Tender Notification for Expression of Interest (EOI) for Empanelment of Aggregator(s) for Implementation of a Demand Flexibility / Demand Response Programme within the BRPL License Area |

All prospective bidders are hereby advised to take note of the following amendments, modifications, and additions to Section III (Scope of Work and Technical Specifications) of the Tender Document (NIT No: CMC/BR/26-27/FK/CR/SL/1372). These clauses shall form an integral part of the tender document and shall supersede the existing provisions to the extent amended herein:

| <b>S. No.</b> | <b>Clause Reference</b>                                                         | <b>Existing Provision</b>                                                                                                                                                                   | <b>Amended Provision / New Inclusion</b>                                                                                                                                                                                                                           |
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| <b>1</b>      | <b>Section III, Clause 3:</b><br><i>Programme Phases</i>                        | Phase 2 of the Programme, involving commercial settlement, is proposed to be funded by the Global Energy Alliance for People and Planet (GEAPP) under its “Grids of the Future” initiative. | Phase 2 of the Programme, involving commercial settlement, is proposed to be funded by the Global Energy Alliance for People and Planet (GEAPP) under its “Grids of the Future” initiative. The timelines indicated above are tentative and may be revised by BRPL |
| <b>2</b>      | <b>Section III, Clause 5(d):</b><br><i>Security &amp; Regulatory Compliance</i> | Compliance with cybersecurity (ISO/IEC 27001 or equivalent), data privacy (Digital Personal Data Protection Act, 2023), and applicable cybersecurity guidelines.                            | Compliance with cybersecurity (ISO/IEC 27001 or equivalent), data privacy (Digital Personal Data Protection Act, 2023), and applicable cybersecurity guidelines. All BRPL and consumer data shall be stored and processed only within India                        |

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| <b>3</b> | <b>Section III, Clause 5(f):</b><br><i>Consumer Consent &amp; Onboarding</i>   | Secure verifiable digital consent and provide transparent opt-out mechanisms for all participating consumer CA numbers, ensuring compliance with the Digital Personal Data Protection Act, 2023. The Aggregator shall fully indemnify BRPL against any consumer claims arising from asset degradation, automated thermostat resets, or operational disruption. | Secure verifiable digital consent and provide transparent opt-out mechanisms for all participating consumer CA numbers, ensuring compliance with the Digital Personal Data Protection Act, 2023. The Aggregator shall fully indemnify BRPL, its directors, officers, and employees against any and all claims (including consumer and third-party claims), losses, damages, penalties, costs, and expenses arising out of or in connection with the Aggregator's performance or non-performance, negligence, breach of applicable law (including data protection law), asset degradation, automated thermostat resets, or operational disruption.                                                                                                                    |
| <b>4</b> | <b>Section III, Clause 5(g):</b><br><i>Life-Safety Circuits &amp; DERC SOP</i> | Participation by end-consumers via the Aggregator shall be purely voluntary. DR dispatch control shall not compromise essential life-safety circuits (fire-fighting systems, emergency elevators, critical medical loads, or emergency illumination) nor violate the DERC (Standards of Performance) Regulations.                                              | Participation by end-consumers via the Aggregator shall be purely voluntary. DR dispatch control shall not compromise essential life-safety circuits (fire-fighting systems, emergency elevators, critical medical loads, or emergency illumination) nor violate the DERC (Standards of Performance) Regulations, and the Aggregator shall be solely liable for the consequences of any such compromise or violation.                                                                                                                                                                                                                                                                                                                                                |
| <b>5</b> | <b>Section III, Clause 5(h):</b><br><i>Independent Status &amp; No Privity</i> | <i>[New Inclusion – Clause did not exist]</i>                                                                                                                                                                                                                                                                                                                  | <b>Independent Status &amp; No Privity:</b> The Aggregator shall act as an independent entity on a principal-to-principal basis. Nothing in this EOI shall create any agency, partnership, joint venture, or employment relationship between BRPL and the Aggregator or its personnel. All arrangements between the Aggregator and participating consumers shall be the sole responsibility of the Aggregator. They shall not create any privity of contract between BRPL and such consumers, and shall not affect the consumers' obligations towards BRPL under the applicable Supply Code and tariff orders. The Aggregator shall not use BRPL's name, logo, or trademarks, or represent itself as acting on behalf of BRPL, without BRPL's prior written consent. |

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| <b>6</b> | <b>Section III, Clause 6:</b><br><i>Optional — Collaboration on Utility-Facing Interface</i>                            | Where the Aggregator possesses a proven utility-facing portal/Demand Response Management System (DRMS) that can integrate seamlessly with BRPL operations to trigger events, Communicate with Aggregator DR Platform and track Aggregator responses, BRPL may collaborate with the Aggregator to leverage such platform capabilities during the pilot phases. | Where the Aggregator possesses a proven utility-facing portal/Demand Response Management System (DRMS) that can integrate seamlessly with BRPL operations to trigger events, Communicate with Aggregator DR Platform and track Aggregator responses, BRPL may collaborate with the Aggregator to leverage such platform capabilities during the pilot phases, without any commercial obligation. Such collaboration shall not confer on the Aggregator any exclusivity or preferential right in any subsequent RFP / Tender, and all data generated thereon shall remain the property of BRPL. |
| <b>7</b> | <b>Section III, Clause 7(b), 7(c):</b><br><i>Role of BRPL</i>                                                           | b. Measurement & Verification (M&V) of the demand reduction achieved, and payment to the Aggregator based on the load reduction, in accordance with Section 11 (Commercial Model, Probability of Occurrence and Payment Mechanism).<br>c. Notification of Congested grids, for implementation of DR program.                                                  | b. Measurement & Verification (M&V) of the demand reduction achieved, and payment to the Aggregator based on the load reduction achieved out of the funds provided by GEAPP, in accordance with Section <b>Error! Reference source not found.</b> (Commercial Model, Probability of Occurrence and Payment Mechanism).<br>c. Notification of Congested grids, as may be identified by BRPL from time to time at its sole discretion for implementation of DR program.                                                                                                                          |
| <b>8</b> | <b>Section III, Clause 8</b><br><b>Approach 1 – BRPL Initiated Request (b):</b><br><i>DR Event and Dispatch Process</i> | The Aggregator shall respond, confirming the magnitude, time slot(s), and, where the price was not already specified by BRPL, the price (₹/kWh), that it commits to deliver                                                                                                                                                                                   | The Aggregator shall respond, within the time specified by BRPL, confirming the magnitude, time slot(s), and, where the price was not already specified by BRPL, the price(₹/kWh), that it commits to deliver.                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>9</b> | <b>Section III, Clause 9(B)(d)</b><br><b>Note:</b><br><i>Baseline Parameters</i>                                        | Note: Baseline parameters may be fine-tuned during Phase 1 system integration testing prior to commercial settlement in Phase 2.                                                                                                                                                                                                                              | Note: Baseline parameters may be fine-tuned during Phase 1 system integration testing prior to commercial settlement in Phase 2. The baseline methodology as finalised by BRPL shall be final and binding on the Aggregator.                                                                                                                                                                                                                                                                                                                                                                   |

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| 10 | <b>Section III, Clause 9(B)(g):</b><br><i>Data Retention &amp; Audit Trail</i> | All raw 15-minute AMR/AMI load profiles, weather normalization factors, event dispatch logs, and baseline calculations shall be digitally archived in a tamper-evident format for a minimum period of three (3) years to support independent third-party M&V audits and regulatory compliance filings before the DERC.                                                                                                                         | All raw 15-minute AMR/AMI load profiles, weather normalization factors, event dispatch logs, and baseline calculations shall be digitally archived by the Aggregator (in respect of data held by it) in a tamper-evident format for a minimum period of three (3) years from the completion of the Programme, to support independent third-party M&V audits and regulatory compliance filings before the DERC and shall be made available to BRPL and its auditors on demand.<br><br>Upon expiry of the said retention period, or earlier upon termination of the engagement or on written instructions of BRPL, the Aggregator shall (i) hand over to BRPL a complete copy of all such data in a format acceptable to BRPL, and (ii) thereafter securely and permanently delete or destroy all such data, including back-ups, held by it or its sub-contractors, and furnish to BRPL a certificate of destruction signed by its authorised signatory within fifteen (15) days thereof. Provided that the Aggregator shall not delete any data which is the subject of a pending audit, dispute, regulatory, or legal proceeding until its final conclusion, or where retention is required under applicable law. BRPL may, by written notice, require the Aggregator to extend the retention period. |
| 11 | <b>Section III, Clause 10:</b><br><i>Areas of Operation</i>                    | <i>The Programme shall be implemented across BRPL licensee area. BRPL further informs the list of congested areas where DR program needs to strategically implemented— covering Domestic, Non-Domestic LT/HT and Industrial consumer segments, with the help of technologies such as Behind-the-Meter storage, Battery Swapping Stations, EV fleets and charging infrastructure, Cooling/HVAC, and Building/Home Energy Management systems</i> | The Programme shall be implemented across BRPL licensee area. BRPL shall separately share, with the shortlisted Aggregator(s) and subject to execution of a non-disclosure agreement, the list of congested areas where the DR programme needs to be strategically implemented— covering Domestic, Non-Domestic LT/HT and Industrial consumer segments, with the help of technologies such as Behind-the-Meter storage, Battery Swapping Stations, EV fleets and charging infrastructure, Cooling/HVAC, and Building/Home Energy Management systems.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |

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| 12 | <b>Section III, Clause 11(d):</b><br><i>Insertion of Sub-clause 11(d)(iii) – Event-Level Disincentive for Under-Delivery (&lt;50%) and Consecutive Default Rules</i> | <i>[Under Clause 11(d), only Availability Payment incentives for delivery ≥50% were provided; Below 50% carried 0 incentive with no penalty/disincentive framework specified.]</i> | <p>Insertion of Sub-clause 11(d)(iii) – Performance Disincentive &amp; Operational Debarment Framework:</p> <p>1. Event-Level Disincentive for Under-Delivery (&lt;50%): Where the actual demand reduction delivered by an Aggregator is less than 50% of the committed magnitude for any dispatched event, a performance disincentive shall be levied exclusively for that specific event as follows:</p> <ul style="list-style-type: none"> <li>• 35% to below 50% delivery: -20 paise/kW on Committed Capacity (kW)</li> <li>• 20% to below 35% delivery: -30 paise/kW on Committed Capacity (kW)</li> <li>• Below 20% delivery: -50 paise/kW on Committed Capacity (kW)</li> </ul> <p><b>Scope &amp; Calculation:</b></p> <ul style="list-style-type: none"> <li>• Disincentive Amount (₹) = Committed Capacity (kW) × [Applicable Rate (paise/kW) / 100] × Dispatched Event Duration (hrs)</li> <li>• The disincentive applies strictly on an event-by-event basis for the non-performing event only without retroactive compounding. For the affected event, the Aggregator shall be entitled to the Energy Payment (₹/kWh) strictly on verified delivered energy (kWh), if any, but no Availability Payment shall be payable.</li> <li>• Exclusions: No disincentive shall be levied where under-delivery is solely attributable to a grid outage, load-shedding, or supply interruption by BRPL in the concerned area.</li> <li>• Recovery: Deducted from any amounts payable to the Aggregator under the Programme.</li> </ul> <p>2. Consecutive Default and Operational Debarment Rule (&lt;20% Delivery):</p> <ul style="list-style-type: none"> <li>• 7-Day Operational Debarment: If an Aggregator delivers less than 20% of its committed relief for two (2) consecutive dispatched events within a single monthly billing cycle, the Aggregator shall be temporarily debarred for seven (7) calendar days from receiving or</li> </ul> |
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|           |                                                                                                          |                                                                                                                                                                                                                                                             | <p>bidding into any DR dispatch events across all notice products. No compensation or availability payments shall accrue during debarment. Re-entry requires submission of a Root Cause Analysis (RCA) and re-certification of asset readiness to BRPL's satisfaction.</p> <ul style="list-style-type: none"> <li>• Repeated Default: If debarred on two (2) occasions during the Programme, BRPL may, at its sole discretion, de-empanel the Aggregator and terminate its participation without liability.</li> </ul>                                                |
| <b>13</b> | <b>Section III, Clause 11(e)(vi):</b><br><i>Settlement Predictability &amp; Reconciliation Timelines</i> | <i>[...] Verified incentive and energy payment claims shall be processed and disbursed within thirty (30) calendar days of submission of the invoice by the Aggregator as per data finalized, in accordance with the GEAPP grant disbursement protocol.</i> | <i>[...] Verified incentive and energy payment claims shall be processed and disbursed within thirty (30) calendar days of submission of the invoice by the Aggregator as per data finalized, in accordance with the GEAPP grant disbursement protocol. No interest shall be payable on account of any delay in disbursement.</i>                                                                                                                                                                                                                                     |
| <b>14</b> | <b>Section III, Clause 16:</b><br><i>Intellectual Property and Data Rights</i>                           | <i>[New Provision under Disclaimer]</i>                                                                                                                                                                                                                     | <p>The decision of BRPL in all matters relating to this EOI shall be final and binding on the Aggregators.</p> <p>Intellectual Property and Data: All data generated under the Programme, including consumer, metering, dispatch, and M&amp;V data, shall vest in BRPL. The Aggregator shall retain the intellectual property rights in its pre-existing platform, but shall grant BRPL a non-exclusive, royalty-free right to use all reports, outputs, and deliverables for the purposes of the Programme, regulatory filings, and any subsequent RFP / Tender.</p> |

### General Terms & Instructions:

1. All other terms, conditions, technical specifications, timelines, and evaluation criteria of the Tender Notification (NIT NO: CMC/BR/26-27/FK/CR/SL/1372) shall remain unchanged.
2. Bidders are required to submit a signed and stamped copy of this Corrigendum along with their Bid submission in the sealed envelope as confirmation of acceptance.