

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

No. HOD (PMG)/BRPL/2025-26 / 572

Date: 13.05.2025

**Corrigendum no. 1: Tender No. Head (PMG)/BRPL/E Tender/2025-26/569 [Event No. BSES/Short/25-26/ET/24]**

With respect to the BRPL tender no. Head (PMG)/BRPL/E Tender/2025-26/560 [Event No. BSES/Short/25-26/ET/24] for procurement of power under Short Term arrangement for the period from 01.06.2025 to 30.09.2025

In view of queries & request from prospective Bidders the revised timelines are as under and reply to the queries raised by prospective bidders is as per Annexure enclosed:

S No.	Event	Date & Time
1	Last date of Submission of NIT bids (on line digitally signed non-financial technical Bid and Initial Price Offer (IPO) including EMD	16 <sup>th</sup> May 2025 Till 15.00 Hrs
2	Opening of non- financial technical Bids	21 <sup>st</sup> May 2025 at 11.00 Hrs
3	Opening of IPOs (12:00 hrs) and start of eRA (13:00 hours)	21 <sup>st</sup> May 2025
4	Issuance of LOA and submission of signed LOA to Hon DERC for approval	23 <sup>rd</sup> May 2025

Hard copy of BG/Proof of EMD with bids in sealed envelope should reach BRPL office on Last date of Submission of NIT bids ie 16<sup>th</sup> May 2025 by 10:00HRS

All other terms and condition of BRPL Purchase tender no. Head (PMG)/BRPL/E Tender/2025-26/569 dated 08.05.25 will remain same. Further this corrigendum shall also be integral part of BRPL Purchase tender document.

Head PMG  
BRPL

## Annexure

Clarifications to the queries on the Tender No. Head (PMG)/BRPL/E Tender/2025-26 /569 dated 08.05.25)				
S. No.	Clause No.	Existing Clause	Rationale/Remarks	BRPL response
1	Table 1 Bid submission	Last date of Submission of NIT bids (on line digitally signed non-financial technical Bid and Initial Price Offer (IPO) including EMD is 14th May'2025	Request for extension of date of submission	
2	Event Description table, Page No.1:	Hard copy of BG/Proof of EMD with bids in sealed envelope should reach BRPL office on Last date of Submission of NIT bids ie 14th May 2025 by 10:00HRS	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 follow tender terms and conditions
3	Clause No. E (Earnest Money Deposit (EMD)/ Bank Guarantee (BG)	EMD Shall be valid for a period of 60 days from the closing date of bid submission	Request to kindly keep the EMD validity till the bid validity period.	EMD Shall be valid for a period of 60 days from the closing date of bid submission as per NIT issued by BRPL
4	Clause No. G (Bid Validity Period)	"The offer shall remain valid till 20 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 will be as per NIT issued by BRPL and in line with MOP MoM dated 01.05.25 <i>The offer shall remain valid till 20 days from bid submission date 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</i>

			the bid validity period shall be including or excluding the date of E-Reverse Auction.	conditions during the period of validity, EMD submitted by the bidder may be forfeited.
5	Clause H.(XI & XII) 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. & Kindly note that acceptance or rejection of alternate source shall be solely at discretion of BRPL.	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 and the same shall be considered as deemed supply from seller side. Request to kindly provide clarification on the same.	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. BRPL shall endeavor to accommodate power from alternate source to the extent possible Kindly note that acceptance or rejection of alternate source shall be solely at discretion of BRPL.
6	Clause No. K (Payment of Liquidated Damages for failure to supply the Instructed Capacity):	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 (requisition) 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	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.	Compensation will be carried out for each requisition period and the compensation bill will be generated on monthly basis. Taxes as per prevailing law shall be applicable

		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		
7	Clause No. 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	(i) 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. (ii) Please clarify whether LC will be provided on monthly basis or for the entire contract period. If for the entire contract period, then billing of month with maximum quantum to be considered for processing the LC.	It is requested to please follow tender terms and conditions

			(iii) Request to kindly keep validity of LC till the Late payment surcharge date.	
8	Clause No. N(XIV) (Bid submission and evaluation	In case BRPL fails to issue the LoA within bid validity period upto 20 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 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 submission
9	Clause No. N(XV) (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 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.	It is requested to please follow tender terms and conditions
10	Clause No. 3(e) (Transmission	The party seeking the revision and cancellation as	If an inter-state generator connected to the State Transmission Utility (STU)	Revision and cancellation of T-GNA shall be as per "

	charges and losses)`	per above procedure shall bear all the financial loss/payable amount to NOAR"	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.	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.
11	Clause No. 7 (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/SLDC."	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 please follow tender terms and conditions
12	Uniform revision of power		<b>Uniform Revision of Power:</b> 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	It is requested to kindly follow the tender terms and conditions. The request for curtailment shall be on uniform RTC basis.

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			<p>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.</p> <p>Further, Generator(s) are likely to face difficulties for tying up of surrendered capacity for certain blocks.</p> <p>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.</p> <p>Request to kindly provide response on all the points so as to enable us</p>	
13			<p>With reference to subject cited tender issued by BRPL, please clarify whether ISTS withdrawal losses are on account of BRPL or Seller.</p>	<p>ISTS with drawl losses shall be on account of BRPL</p>

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