

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

No. BYPL/PMG/2025-26/2772

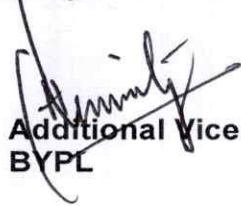
Date: 07.11.2025

Corrigendum no. 2: Tender No. BYPL/PMG/SHORT_TERM/2025-26/01/2769 [Event No. BYPL/Short/26-27/01]

With respect to the BYPL tender no. BYPL/PMG/SHORT_TERM/2025-26/01/2769 [Event No. BYPL/Short/26-27/01] for procurement of power under Short Term arrangement for the period from 16.05.2026 to 15.06.2026

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

All other terms and condition of BYPL Purchase tender no. BYPL/PMG/SHORT_TERM/2025-26/01/2769 dated 31.10.25 will remain same. Further this corrigendum shall also be integral part of BYPL Purchase tender document.



**Additional Vice President (PMG)
BYPL**

Annexure-I

Clarifications to the queries on the Tender No. BYPL/PMG/SHORT_TERM/2025-26/01/2769 dated 31.10.25				
S. No.	Clause No.	Existing Clause	Rationale/Remarks	BYPL response
1	Event Description table, Page No.1	Hard copy of EMD and sealed bids should reach BYPL by 10th November 2025 by 1200 hrs.	- We kindly request that the submission of hard copies of EMDs be made mandatory at the BYPL office, while all other documents should be digitally signed and submitted online. - Whether the LoI/LoA will be issued post approval from Hon'ble DERC? Yes or No?	It is requested to please follow tender terms and conditions LoI/LoA shall be issued with condition of subject to approval from DERC.
2	Clause No. 6(A) (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. - Since bid is valid till 20 days from bid submission date it is requested to align the EMD validity with bid validity or EMD validity may be kept at maximum 30 days after closing of eRA. In case of extension of bid validity, EMD can also be extended to same extent.	EMD Shall be valid for a period of 60 days from the closing date of bid submission as per NIT issued by BYPL.
3	Clause No. 7 (Bid Validity Period)	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.	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	Please refer to DEEP PORTAL website (https://www.mstcecommerce.com/auctionhome/ppa/ind ex.jsp) : "As per the direction of the Ministry of Power (MoP), the

			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 shall be including or excluding the date of E-Reverse Auction. 2. In case the approval from Hon'ble DERC is received after 20 days from e-RA (excluding e-RA) then bidder(s) shall have the option to exit without forfeiting the EMD? Please add provision below Clause 11 "For avoidance of doubt, it is clarified that in case the LOA/LOI issued by BYPL is subject to approval of Hon'ble DERC and/or bear any such special provision then such LOI/LOA shall be at bidder's discretion for acceptance."	bid validity period has been fixed at 20 days from the bid submission date for short-term tenders." In case, the approval from the Hon'ble DERC is taking time beyond 20 days, the bidder(s) will be asked to extend the bid validity period.
4	Clause 5. (XII & XIII) 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 BYPL.	1. If our generator intends to provide power to BYPL through an alternate source due to any reason, we understand that BYPL shall permit this supply from alternate source. However, if BYPL 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	It is requested to please follow tender terms and conditions

			side. Request to kindly provide clarification on the same. 2. In case of forced or partial outage, bidder may be allowed to arrange power from alternate source/market without prior consent of BYPL. Generator should be free to supply from alternate sources as per IEGC clause 48	
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5	Clause No. 22 (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 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	1. 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. Request to kindly clarify billing period for liquidated damages. 2. In reference to RFP clause No. 22, please clarify whether the 15% deviation limit of the contract energy is applicable individually (i.e., separately for both buyer and seller) or combined for both buyer and seller for the purpose of compensation/ liquidated damage. DISCOMS like TPDDL, RUVITL, KSEBL etc. are providing for individual 15% deviation limit and same may please be included in this tender.	It is requested to please follow tender terms and conditions
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6	Clause No. 19 (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 BYPL fails to make payment after a period of 30 days from the bill due date	1. (i) Hence, we request BYPL to kindly provide "Payment Security" as per Clause 19 of tender document and power supply shall commence only after receipt of PSM from BYPL. In case BYPL fails to provide PSM, bidder shall have option to sell the capacity in open market and BYPL shall have to pay the contracted tariff. Power supply shall resume only after receipt of PSM from BYPL. (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. (iii) The Payment Security provided by the BYPL to the Bidder shall remain valid until the surcharge date. If payments aren't made within the surcharge date, the BYPL shall extend the validity of the Payment Security until the full payments are made by	It is requested to please follow tender terms and conditions
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			BYPL for the corresponding invoices.	
7	Clause No. 11(V) Issuance of Letter of Award (LoA)	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 BYPL 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
8	Clause No. 13(ii & iv) Open access	The party seeking the revision and cancellation as per above procedure shall bear all the financial loss/payable amount to NOAR & The T-GNA charges shall be reimbursed by BYPL within 07 days of raising the T-GNA charges bill by bidder as approved by RLDC	If an inter-state generator connected to the State Transmission Utility (STU) participates in a BYPL tender and BYPL 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. It is requested that billing for Open Access charges be done on the same day or the next day after receiving approval from NOAR.	Revision and cancellation of T-GNA shall be 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. The party seeking the revision and cancellation as per above procedure shall bear all the financial

				loss/payable amount to NOAR. It is requested to please follow tender terms and conditions
9	Clause No. 15(iii) 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
10	Uniform revision of power		Uniform Revision of Power: 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., BYPL) on RTC/requisition basis. Since Generators are participating considering the off-take of Power by the BYPL according to these requisitions, it is requested that any real time revision in schedule by BYPL shall be on uniform basis other than Force Majeure Conditions. For example, if any	It is requested to kindly follow the tender terms and conditions. The request for change in requisition quantum shall be on uniform basis.

			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. Further, Generator(s) are likely to face difficulties for tying up of surrendered capacity for certain blocks. Hence, it is requested that BYPL shall ensure off-take of power on uniform RTC/requisition basis only as per the requisition of the tender document.		It is requested to please follow tender terms and conditions. ISTS Loss beyond delivery point (i.e., NR Periphery) shall be borne by BYPL
11	Clause No. 5 Tariff structure			Please clarify whether ISTS losses will be borne by bidder or BYPL.	
12	Clause No. 3 Quantum of Power	BYPL may choose any/all fortnight and duration for Purchase of Power as per its requirement. Each requisition above shall be treated as separate and distinct for all purposes.		From the mentioned clause, it is clear that the LOI/LOA can be issued for any/all requisition period(s), however, it shall be for the entire requisition period (i.e. for the full fortnight; 16th to 31st, 01st to 15th as the case maybe) and not for partial period / number of day during any of the requisition period. Please Confirm? For avoidance of doubt, it is clarified that for the requisition period 16th to 31st May'26, in case	It is requested to please follow tender terms and conditions. Each requisition above shall be treated as separate and distinct for all purposes.

13	Clause No. 13 (vii) Open Access	Any consequences towards delay in application shall be to the account of bidder. BYPL / bidder shall have the right to surrender/cancel Open Access at any time uniformly on round the clock basis since the tender has been invited for round the clock power procurement due to any unforeseen circumstances except in case of force outage of plant. Bidder shall have to respond immediately on request from BYPL and arrange to surrender/cancel Open Access."	Any curtailment/revision of approved open access contracted quantum shall be uniform for the duration for which LoA has been issued i.e. RTC except in case of force outage of power plant. Please clarify	the LOI/LOA is issued for partial requisition period say 21st to 31st May'26 then same shall be at bidder's discretion for acceptance.	It is requested to kindly follow the tender terms and conditions. The request for change in requisition quantum shall be on uniform basis.
14	Annexure VI Acceptance of Terms & Conditions and Tariff Declaration	Further, it is hereby declared that on the date of submission against BYPL tender BYPL/Short/ 2025-26/01/2769, dated 31.10.2025 the tariff quoted is including the transmission charges of Paisa/kWh till the delivery point (NR Periphery).	In case the generator being CTU connected, and the delivery point is NR periphery as per RFP. It is our understanding that bidders are not required to consider TGNA charges in the tariff quoted. We request you to kindly modify the clause.	In case the generator being CTU connected, and the delivery point is NR periphery as per RFP. It is our understanding that bidders are not required to consider TGNA charges in the tariff quoted. We request you to kindly modify the clause.	It is requested to please follow tender terms and conditions. BYPL will pay/reimburse the CTU and STU charges beyond delivery point (i.e., NR Periphery).

		Transmission charges for STOA shall be applicable on the applicant being Seller or trader on behalf of buyer.			
15	Clause No.4(V) Qualification Criteria	If Bidder is a Trader, it should submit a copy of Trading License issued by Appropriate Commission for inter-state transactions in electricity with category in force & self-certification that it is eligible to perform its transactions under these tender documents.	Request to remove self-certification as the qualification criteria in case of bidder being a trader.	It is requested to please follow tender terms and conditions.	
16	Clause No.4(VI) Qualification Criteria	"If bidder is a trader, it should submit an authenticated copy of executed power purchase agreement or Back-to-Back contract **for an equivalent arrangement for firm supply of power....."	Request to kindly replace the clause as " In case a bidder is a trading licensee, it has to submit the details of the generating station from which the supply is intended and the power purchase agreement / Letter of Authorization signed between such trading licensee and the Generating station / Utility for supply of power."	It is requested to please follow tender terms and conditions.	