

## CORRIGENDUM - I

### Sub - Procurement of Short Term Power through Tariff based Competitive Bidding Process

Sir / Ma'am,

Following amendments have been done w.r.t. subject tender for Bidder's kind perusal:

**Sr. No. 1 :** The revised timelines of the RFP are as follows:

S. No.	Event	Date & Time
01	Publication of Request for Proposal (RFP)/ Activation of Event	May 19, 2023 16:00 Hrs
02	Queries by Bidders (If Any)	May 21,2023 14:00 Hrs.
03	Response to bidder's queries	May 22,2023
04	Submission of RFP (online digitally signed non-financial technical Bid and IPOs)	May 23, 2023 15:00 Hrs
05	Opening of non-financial technical Bids	May 24,2023 16:00 Hrs
06	Clarification, if any, sought from Bidder(s)	May 25,2023 16:00 Hrs
07	In case of no clarification, evaluation of non-financial technical Bids	May 26,2023 16:00 Hrs
08	Opening of IPOs (up to 1300 hrs.) and start of e-RA	May 27, 2023 14:00 Hrs
09	Issuance of LOA and submission of signed LOA	May 28, 2023 14:00 Hrs
10	Signing of PPA*	As per GERC Approval

**Sr. No. 2 :** The following clauses of the RFP and PPA have been revised:

Sr. No.	Clause No.	Existing Clause	Amended Clause
1	Clause No. 23.1, 23.2, 23.3 of RFP	23.1 Both the parties would ensure that actual scheduling does not deviate by more than 15% of the power as per the approved open access on <b>monthly</b> basis.  23.2 In case deviation from Procurer side is more than 15% of the energy for which open access has been allocated on <b>monthly</b>	23.1 Both the parties would ensure that actual scheduling does not deviate by more than 15% of the power as per the approved open access on <b>quarterly</b> basis.  23.2 In case deviation from Procurer side is more than 15% of the energy for which open access has been allocated on <b>quarterly</b>

		<p>basis, Procurer shall pay compensation at 20% of 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.</p> <p>23.3. In case deviation from bidder side is more than 15% of the energy for which open access has been allocated on <b>monthly</b> basis, bidder shall pay compensation to Procurer at 20% of 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.</p>	<p>basis, Procurer shall pay compensation at 20% of 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.</p> <p>23.3. In case deviation from bidder side is more than 15% of the energy for which open access has been allocated on <b>quarterly</b> basis, bidder shall pay compensation to Procurer at 20% of 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.</p>
2	Clause No. 24.2 of RFP	A rebate @ 2% shall be applicable on payment of energy bill within 3 (Three) days including Bank holiday from the date of receipt of energy bill through email.	The said Rebate clause shall stand deleted.
3	Clause No. 5.3.7 of PPA	<p>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 calendar quarterly (three months) basis.</p> <p>In case deviation from Procurer side is more than 15% of the energy for which Open Access has been allocated on <b>monthly</b> basis; Procurer shall pay compensation at 20% of Tariff per kWh for the quantum of shortfall in excess of permitted deviation of 15% while</p>	<p>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 calendar quarterly (three months) basis.</p> <p>In case deviation from Procurer side is more than 15% of the energy for which Open Access has been allocated on <b>quarterly</b> basis; Procurer shall pay compensation at 20% of 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</p>

		<p>continuing to pay Open Access charges as per the contract.</p> <p>In case deviation from Seller side is more than 15% of the energy for which Open Access has been allocated on <b>monthly</b> basis, Seller shall pay compensation to Procurer at 20% of 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.</p> <p>In case the Seller fails to offer the contracted power as per the Agreement to the Procurer and sells this power without Procurer's consent to any other party, the Procurer shall be entitled to claim damages from the Seller for an amount equal to the higher of: (a) twice the Tariff as per the PPA for the corresponding contracted power, and (b) the entire sale revenue accrued from third party on account of sale of this contracted power. These damages shall be in addition to Liquidated Damages mentioned above, for failure to supply the instructed capacity.</p> <p>In case of revision/ cancellation of approved Open Access corridor, the party seeking revision/ cancellation of Open Access corridor shall bear all the Open Access charges as applicable from the injection</p>	<p>contract.</p> <p>In case deviation from Seller side is more than 15% of the energy for which Open Access has been allocated on <b>quarterly</b> basis, Seller shall pay compensation to Procurer at 20% of 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.</p> <p>In case the Seller fails to offer the contracted power as per the Agreement to the Procurer and sells this power without Procurer's consent to any other party, the Procurer shall be entitled to claim damages from the Seller for an amount equal to the higher of: (a) twice the Tariff as per the PPA for the corresponding contracted power, and (b) the entire sale revenue accrued from third party on account of sale of this contracted power. These damages shall be in addition to Liquidated Damages mentioned above, for failure to supply the instructed capacity.</p> <p>In case of revision/ cancellation of approved Open Access corridor, the party seeking revision/ cancellation of Open Access corridor shall bear all the Open Access charges as applicable from the injection point till the point of drawl</p>
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		<p>point till the point of drawl applicable due to such surrender/ cancellation.</p> <p>Further, if the power is not supplied by the Seller due to forced outage or constraint in generator evacuation system, the Seller shall bear the Open Access charges as applicable from the injection point till the point of drawl due to such revision.</p>	<p>applicable due to such surrender/ cancellation.</p>
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**Sr. No. 3 :** Bidders are required to submit the following documents along with their bid:

- i. Covering Letter
- ii. Bidders company Data covering details like Name of the Company, Contact Details of authorized person, Details of Generating Plants, Details of Litigation & Penalties if any;
- iii. Trader Trading License
- iv. In case of Trading Licensee, authorization letter of the generator including details of Generating Sources and Quantum of Power Offered
- v. Acceptance of Terms and Conditions of Bid Document
- vi. POA - Power of Attorney of the signing authority of the trader.