



BSES Rajdhani Power Limited

BID DOCUMENTS FOR
300 MW POWER SALE BY BRPL
FROM 10.02.2011 TO 31.03.2011

THROUGH: COMPETITIVE BIDDING

COMMERCIAL AND GENERAL CONDITIONS

TENDER NO: AVP (PMG)/BRPL/Tender/2010-11/02
Date:24.01.2011

Assistant Vice-President

Power Management Group

2nd Floor, B-Block,

BSES Bhawan, Nehru Place,

New Delhi - 110019

Phone No. 011-39999037;

Fax No. 011-39999454

E-mail: sanjay.srivastav@relianceada.com

Web: www.bsesdelhi.com

Introduction and Background:

M/s BSES RAJDHANI POWER LIMITED (BRPL) is a limited company incorporated under the companies Act 1956 and engaged in the business of distribution of electricity within its licensed area in NCT of Delhi. BRPL wishes to invite offers from all the licensed power traders , state utilities and Discoms for sale of BRPL power on short term basis for the periods commencing from 10th February 2010 upto 31st March 2011 as per the details given below:-

Surplus Quantum Available for Sale				
Month	Fortnight	From (hrs)	To (hrs)	Firm Quantum
				(MW)
10 th Feb-11 to 28 th Feb-11	FFT	0	6	300
	SFT	0	6	300
Mar-11	FFT	0	6	300
	SFT	0	6	300

The Bidders shall submit their bids in two parts: Part-I and Part-II as under:-

“Part-I”-Technical Bid shall consists of

- A. Acceptance of General Terms & Conditions of the Tender,
- B. LOI from the buying utility who intent to buy this power.

(Alternatively bidders can submit letter of confirmation that LOI of buyer will be submitted latest by 05.02.11 till 17:00 Hrs. it is to be noted that even successful bids are likely to be rejected in case of failure to submit LOI from buying utility as per time schedule)

- C. The Electricity Trading Companies are required to submit their valid license issued by CERC along with Bid Document.

“Part-II”-Financial Bid shall consists of Bid Quantum (MW) and Price (Rs. /Unit). as per the format given in **“Annexure- III”**

The Part-I Technical Bid shall be sealed in separate envelope and marked as “Technical Bids”. The Part-II “Financial Bid” shall be sealed in separate envelope and marked as “Financial Bids”.

The above two envelopes marked “Technical Bids” and “Financial Bids” along with the **EMD** shall be put together in one sealed envelope marked “Offer for Purchase of surplus power of M/s BSES RAJDHANI POWER LIMITED” and shall be sent to:

AVP (PMG)
BSES Rajdhani Power Limited
2nd Floor, B-Block,
BSES Bhawan, Nehru Place,
New Delhi-110019
Fax No. 011-39999454
Tel (O) – 011-39999037, 39999925
E-mail: sanjay.srivastav@relianceada.com

Note: The Bid submitted by the Bidder and all correspondence and documents relating to the bid shall be written in the English Language.

1. Contract Documents:

BRPL shall intimate the award of supply of power to the Bidder(s) whose bid has been accepted through a letter of award to be dispatched by e-mail/Fax. The contract shall be applicable and valid from the date of issue of the letter of award to the successful bidder(s).

2. Compliance to the terms and conditions:

The Bidders are advised to ensure that the bid is fully compliant with the requirements specified, terms and conditions contained in the Bid Document. **No deviation from these conditions is permissible and BRPL reserves right to reject any such bid with any deviations.**

3. Bid Security:

The Bidder shall have to submit Earnest Money Deposit of Rs. 20 Lakhs (Rs Twenty Lakhs) in the form of Crossed Demand Draft of any Nationalized Bank / Scheduled bank drawn in favour of "BSES RAJDHANI POWER LIMITED" payable at New Delhi or Bank Guarantee of same amount as Earnest Money Deposit ("EMD"). The bid without required amount of EMD shall be rejected. The EMD shall be refunded to the bidders whose offers are not accepted after 30 days of opening of bids without any interest. The EMD of the Bidders whose offers are accepted shall be converted into "Performance Guarantee" (PBG) and shall be refunded only after the said bidder(s) have released all the payments and fulfilled his obligations under the contract. No interest shall be paid on this Performance Guarantee amount. The Performance Guarantee shall be returned within 15 days of payment of final bill and bidders are requested to keep the PBG valid till 30 days after the expiry of the contract period.

4. BRPL's right to accept/reject the bid:

BRPL reserves the right to reject any or all bids or to accept any bid in full or part at its sole discretion without assigning any reasons whatsoever there off. For the avoidance of doubt, it is clarified that BRPL also reserves the right to alter the quantities of power/split the quantities of power as fully described in clause 1, amongst more than one selected bidder for the same month. The decision of BRPL shall be final and binding on the bidders in this respect and no further correspondence shall be entertained by BRPL in this regard.

5. Modification of the Bid Documents:

BRPL reserves the right to modify terms and conditions of the Bid Documents prior to the submission of the bid by the bidder by issuing amendment(s) and such

amendment(s) shall form part of bid documents.

6. Bid Validity Period:

The offer shall remain valid for a period of 15 days from the date of opening of bid ("Bid Validity Period") and the Bidders shall have no right to withdraw the offer or alter any terms and conditions during the period of validity.

7. Submission of the Bid:

The tender may be submitted in BRPL office on or before "03rd February 2011" by 14:00 Hours and the same will be opened on the same day at 15:00 Hours only if EMD is enclosed. The Technical Bid will be opened first and no deviation in the Technical Bid shall be allowed. The Financial Bid of only those tenders who satisfy the criteria laid in Technical Bid and qualify shall be considered. The offer shall be rejected if any deviation is found in the financial bid. The EMD of the bidder(s) who do not qualify in Technical Bid shall be returned on the same day.

The representatives of the participating parties may be present at the time of opening of the bid, if they so desire.

8. Governing Law:

All matters arising out of or in conjunction with the Bid Documents and/or the bidding process shall be governed by and construed in accordance with Indian Law and the courts of New Delhi shall have exclusive jurisdiction.

Annexure-I

General Terms and Conditions

Terms and conditions for the sale of BRPL surplus power to bidders shall be as under:-

1. Quantum

BRPL invites sealed letter in the prescribed format for sale of power as per the details given below:-

Surplus Quantum Available for Sale				
Month	Fortnight	From (hrs)	To (hrs)	Firm Quantum
				(MW)
10 th Feb-11 to 28 th Feb-11	FFT	0	6	300
	SFT	0	6	300
Mar-11	FFT	0	6	300
	SFT	0	6	300

2. Delivery Point:

The Delivery Point of power shall be at BRPL periphery i.e. interconnection of BRPL system with Delhi Transco Limited.

3. Transmission Charges & Losses:

Open Access /Transmission charges and losses up to delivery point shall be born by BSES RAJDHANI POWER LIMITED. All such Open Access / transmission charges including scheduling and other charges of RLDC / SLDC, including application fees and losses or any other charges beyond delivery point shall be borne by buying Utility (ies) / trading Licensee (s).

4. Scheduling:

Scheduling of power shall be as per IEGC and shall include following:

Buying Utility shall schedule this offered power in full, except in case of transmission constraints. The scheduling and dispatch of power shall be coordinated with the respective RLDCs as per the relevant provision of IEGC and the other decisions of RLDC and RPCs and Delhi SLDC.

5. Tariff:

Tariff for the contracted power shall be as quoted by the buying utilities in the "Price

Bid” given in Annexure-III. The rate quoted shall be at Delivery point and all charges beyond delivery point i.e. STU charges, CTU charges, SLDC/ RLDC charges and losses shall be to the account of buyer.

6. Billing:

For the supply of power during a calendar month, BRPL will be raising weekly bills on provisional basis. For the purpose of weekly bills, each month will be divided into four parts, starting from 00:00 hrs of 1st, 9th, 16th, and 24th day of the month to 24:00 hrs of 8th, 15th, 23rd and last day of the month respectively. The relevant bills will be raised based on the provisional Weekly energy data at Delivery Point based on SLDC/NRLDC website data. After receipt of REA for the previous month from NRPC/ SLDC, final bill for the month shall be raised with necessary adjustment.

7. Payment:

The Buyer shall make payment to BRPL account through RTGS within seven (7) days from the date of submission of the weekly energy bills by BSES RAJDHANI POWER LIMITED by Fax/Email hereinafter referred as “Due Date”. In case of default in payment by the Due Date then the billing amount shall be recovered through Letter of Credit.

8. Payment Security Mechanism:

That BUYING UTILITIES/ TRADER shall provide the following payment security mechanisms at least 15 days before the start of the flow of power.

Weekly revolving Letter of Credit (LC) equivalent to 21 days of estimated energy billing. All LC charges viz. opening, operation / negotiation, recoupment etc. shall be borne by BUYING UTILITIES/ Trader. The terms and conditions for the LC are given at “Annexure - II”.

BRPL may not schedule power in absence of adequate Payment Security Mechanism. In the event of delay in providing payment security mechanism all charges including any penalty/ compensation or UI liability if any, payable under the contract shall be to the account of BUYING entity/trader. In such case, the contracted quantum shall be considered as deemed scheduled and compensation clause shall be applicable.

The LC will be used only as a Payment Security mechanism.

In the event payment is not made by the “Due Date” then the seller has the right to realize the payment through Letter of Credit.

10. Surcharge for late Payment by Buying Entities/Trader:

A surcharge of 15% (Fifteen Percent) per annum for the number of days of delay shall

be applied on all payments outstanding after 07 days from the date of bill. This surcharge would be calculated on a day-to-day basis for each day of the delay.

11. Compensation Clause:

Without prejudice to the provisions of force majeure, if the buying utility fails to schedule the contracted quantum for the concerned period at least to the extent of 80% in every time block of total contracted period, the buying utility shall pay compensation for the difference (shortage) quantity at the rate of Rs. 1.00 per unit. Similarly, if the power scheduled by BRPL is less than 80% of the contracted quantum for the concerned period in every time block of total contracted period, BRPL shall pay compensation for the difference (shortage) quantity at the rate of Rs. 1.00 per unit i.e. instead of 80%, if power supplied is 70% in any time block of the total contracted period then the compensation will be applicable for $80\% - 70\% = 10\%$ of shortage quantity.

That in case buying utility does not make timely payment of BRPL dues, BRPL will have the right to terminate the prevailing arrangement for the sale of power and/or offer the same to some alternate customer(s) without prejudice to all the rights to recover the amounts due to BRPL. The liability of payment of BRPL dues along with compensation by buying utilities to BRPL shall continue and in such case, the contracted quantum shall be considered as deemed scheduled.

In case, Buying Utilities fails to apply for Open Access in stipulated time as per RLDC's guidelines in force, then compensation shall be levied at the rate mentioned in compensation clause and the contracted quantum shall be considered as deemed scheduled.

Compensation clause shall be applicable from the date of issue of Letter of Intent (LOI) i.e. once BRPL has issued the LOI and Buying utility/Trader does not schedule the contracted power for any reason whatsoever except Force Majeure, then Compensation shall be payable.

12. Force Majeure:

A "Force Majeure Event" shall mean any event or circumstance or combination of events or circumstances (not otherwise constituting an Indian political Event) that adversely affects, prevents or delays any party in the performance of its obligation in accordance with the terms of this Agreement, but only if and to the extent

- (i) Such events and circumstances are not within the reasonable control of the affected party and
- (ii) Such events or circumstances could not have been prevented through employment of prudent Utility Practices.

Neither party shall be in breach of its obligations pursuant to this understanding to the extent that the performance of its obligation was prevented, hindered or delayed due to Force Majeure Event, and without in any way prejudicing the obligation of either party to make payments of amounts accrued due to prior to the occurrence of the event of Force

Majeure, which shall be payable on the original Due Date.

Force Majeure events shall include but limited to:

- a) Act of war, invasions, armed conflict, blockade, revolution, riot, insurrection, or civil commotion, terrorism, sabotage, fire or criminal damage.
- b) Act of God, including fire, lighting, cyclone, typhoon, tidal wave, storm, earthquake, landslide, epidemic or similar cataclysmic event.
- c) Any curtailment/suspension/ no availability of transmission capacity imposed by any Intervening RLDC's.
- e) Change in law.
- f) Regulatory intervention in the matter of power trading as also orders from CERC/SERCs/Appellate Tribunal of Electricity/ High Courts/ Supreme Court particularly related to rates at which power can be sold/ purchased / traded. This will also include regulations/ orders already issued but yet to be conclusively enforced.

Please note that Non concurrence of SLDC shall not be a reason of Force Majeure. Also Load crash/ Increase in demand of Buyer/Seller shall not be a reason of Force Majeure.

13. Arbitration:

Subject to the statutory provisions for arbitration under the Electricity Act 2003, all other differences or disputes between the parties arising out of or in connection with this "**Bid Document**" shall be settled through arbitration subject to the provision of the Arbitration and Conciliation Act, 1996. The venue for arbitration shall be at New Delhi.

14. Disputes:

Any disputes or difference, arising under, out of, or in connection with this "**Offer Document**" shall be subject to exclusive jurisdiction of competent Court at New Delhi only. In any event Discom shall not be responsible for any dispute between Buying Utility and its customers. Similarly, Buying Utility shall not be responsible for any dispute between Discom and its customers.

15. In case of change of law of restriction imposed by regulator (Central or State) or Government (Central or State) or Appellate Tribunal or Courts on any aspect of sale or purchase of power, the same shall be binding on both the parties.

16. Other important dates and information:

- a) Last date and time of submission of bid documents is Thursday 03.02.2011 by 14:00 Hrs.

- b) Date and Time of Opening of bids is Thursday 03.02.2011 at 15:00 Hrs.
- c) Earnest Money Deposit - Rs. 20.00 Lakhs in the form of Demand Draft / Pay Order in favour of "BSES RAJDHANI POWER LIMITED." payable at "New Delhi".
- d) The bidders are allowed to bid minimum 50 MW power for a minimum continuous period of 15 days on firm basis. Any offer of power below 50 MW or less than minimum continuous period of 15 days shall be rejected.
- e) The bid should be for the entire block period. No bid would be accepted for specific hours of the block. (1 block equals to 1 Fortnight)
- f) In case the bidder is Trading Licensee, back to back LOI / Agreement with the buyer shall be attached with the bid. Bids received without LOI / Agreement with the buyer shall be considered for evaluation. In such case the bidder is required to submit the LOI of the buyer latest by 05.02.11 till 17:00 hrs. Even successful bids are likely to be rejected in case of failure to submit LOI from buying utility.
- g) In case, above date happens to be a holiday, then the date of submission and opening of tenders will automatically get shifted to the next working day, but the scheduled time will remain the same.

17. The copy of the tender document along with annexure can be downloaded from the BSES website: www.bsedelhi.com

18. Address and E-mail ID of contact person of BRPL.

AVP (PMG)
BSES Rajdhani Power Limited
2nd Floor, B-block,
BSES Bhawan, Nehru Place,
New Delhi-110019
Fax No. 011-39999454
Tel (O) – 011-39999037, 39999925
E-mail: sanjay.srivastav@relianceada.com
sunil.barnwal@relianceada.com

Annexure-II

Terms for Letter of Credit

1. (a) This LC is irrevocable and shall revolve automatically immediately after release of payment to Discom through this LC, up to a limit of Rs. _____ crores.

(b) LC shall be negotiable at Delhi.

2. All Letter of Credit changes i.e. opening, amendment, recoupment, operation, usance, negotiation, remittance etc, shall be borne by the Buying Utility.

3. The LC shall remain valid up to 30th June 2011.

4 The bill would be paid immediately on presentation to the bank.

(To be given on the official letter of the buying utility)

Annexure III

To
AVP (PMG)
BSES Rajdhani Power Limited
2nd Floor, B-block,
BSES Bhawan, Nehru Place,
New Delhi-110019
Fax No. 011-39999454
Tel (O) – 011-39999037, 39999925
E-mail: sanjay.srivastav@relianceada.com

1.) We/I have carefully gone through the Bid Document and satisfied ourselves/myself and hereby confirm that our/my offer strictly confirms to the requirements of the Bid Document and accept all the terms and conditions of offer.

2.) We are submitting our Price Bid as under: -

Surplus Quantum Available for Sale						
Month	Fortnight	From (hrs)	To (hrs)	Firm Quantum	Bid Quantum	Price
				(MW)	(MW)	(Rs./Unit)
10 th Feb-11	FFT	0	6	300		
to 28 th Feb-11	SFT	0	6	300		
Mar-11	FFT	0	6	300		
	SFT	0	6	300		

3.) We are enclosing Bank Draft No. _____ dated _____ amount for Rs. _____ issued from _____ payable at _____.

Signature: (Authorized Signatory)

Name: _____

Designation: _____

Telephone No: _____

Fax No: _____

E-mail ID: _____