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No. AVP (PMG)/BRPL /11-12/825

Dated: 16.12.2011

Sub: Tender Enquiry for banking of power by BRPL for the period from 1st Jan'12 to 31st March'12.

Dear Sir,

BSES Rajdhani Power Ltd. intends to take the power under banking for the period from 1st Jan 12 to 31st March12 on Firm Basis

Period	Duration	Quantum (in MW)
JANUARY'12 (1st -15th)	00:00 to 24:00 Hrs	150
JANUARY'12 (16th-31st)	00:00 to 24:00 Hrs	100
MARCH'12 (1st-31st)	00:00 to 24:00 Hrs	100

The detailed terms and conditions for banking of above power are given as under: -

1. Period and Quantum of Banking of Energy:

The traders/ utilities shall supply power 150 MW during 00:00 to 24:00 Hrs. in Jan'12 first fortnight, and 100 MW during 00:00 to 24:00 Hrs in Jan'12 second fortnight and 100 MW during 00:00 to 24:00 Hrs in March'12. BRPL will return the banked energy on Firm Basis to traders/ utilities during 1st August '12 to 31st March.'13. The traders /utilities may also specify their preferred month for taking return of banked power from BRPL

Return of power - Trader/utilities are requested to clearly indicate the percentage and the month of returnable power to BRPL. The traders shall also specify the trading margin on the bid submitted by them for the power to be supplied to BRPL.

2. Delivery Point:

The delivery point in either case shall be at exporting utility State periphery i.e. DTL periphery (interconnection point of Delhi STU with CTU network of NR) for supply of power by BRPL to the trader / utility and Utilities' periphery (inter connection of Utilities STU with CTU network of respective region) for banked power to BRPL.

3. Open Access, Transmission Charges & Losses:

All Open Access charges, transmission charges and transmission losses up to delivery point shall be to exporting utility account and all Open Access charges, transmission charges and transmission losses beyond delivery point shall be to the account of importing utility.

4. Scheduling:

Both BRPL and traders/ utilities shall schedule this power in full except in case of force majeure. The Scheduling and Dispatch of the power shall be coordinated with respective RLDC(s) as per the relevant provisions of IEGC and framework of ABT and the decisions of RLDCs and RPCs.

The power shall be scheduled and dispatched as per the relevant provisions of CERC (Open Access in inter – State Transmission) (Amendment) Regulations, 2009 issued vide CERC Notification No. L – 7 / 105 (121)/2007 – CERC dated 20th May 2009, effective from 15.06.2009, CERC (Sharing of Inter State Transmission Charges and Losses) Regulations, 2010 dated 15th June 2010, effective from 1st July 2011 and “Procedure for Scheduling – Revision 1” dated 30.06.2011 applicable from 1st July 2011 and as amended from time to time.

5. Earnest Money Deposit:

The prospective bidder shall deposit Earnest Money of Rs 50,000/- (Rupees Fifty thousand only) in the form of crossed Demand Draft of any Nationalized Bank / Scheduled Bank drawn in favor of BSES Rajdhani Power Ltd ,Delhi payable at Delhi. The EMD of the successful bidders shall be returned one month after successful completion of the above contract and to those of unsuccessful bidders, after 30 days from the date of opening of the tender enquiry.

6. Settlement Rate:

Energy will be exchanged with energy only. If the energy is exchanged between BRPL and trader/ utility in the desired proportion no monetary transaction will take place. in

case of any corridor constraint during the normal returning period, the balance quantity shall be returned during the immediate succeeding following month of return period.

In case quantum of power returned by BRPL is more than or equal to 99.5% and less than 100% of power returnable by it, the differential energy will be settled at the rate of ₹ 6.00/kwh.

In case quantum of power returned by BRPL is less than 99.5% of the quantum returnable by it, BRPL will pay for the entire shortfall energy at the rate of maximum UI rate without surcharge applicable at the time of settlement (presently UI rate is Rs.8.73/kwh) and in case quantum returned is more than the quantum returnable by BRPL, the trader will pay for such energy at the rate of 4.00/kwh.

In case BRPL is willing to return the banked power during the contracted period and trader/ utility fails to schedule, resulting in shortfall, then the shortfall quantum will be settled at the rate of 3.00/kwh.

7. Revision / Cancellation in Open Access:

10% variation in schedule (i.e. supply of up to 10% less energy on monthly basis) is acceptable on either side and there will not be any reduction in Open Access payment.

For more than 10% variation in schedule, pro-rata deduction in Open Access charges will be made by importing utility and such expenses shall be borne by exporting utility. Both BRPL and trader/ utility will have the right to supply mutually agreeable quantum of energy to make up the shortfall in scheduled energy to be supplied or returned vide Day Ahead Open Access applications and in such an event, all Open Access charges shall be borne by defaulting party.

8. Energy Accounting:

(a) For the power supplied to BRPL during the entire month, the trader/utility shall issue a certified energy statement to BRPL based on the REA issued by Nodal NRPC.

(b) For the supply of banked power to the trader/utility by BRPL during the entire Month, the trader/utility shall issue a certified energy statement based on the REA issued by Nodal RPC.

(c) Once all the transactions are completed, trader/utility shall prepare a final energy account for BRPL showing the supply and return of power in energy terms (MUs).

(d) Accounting of energy exchange will be carried out by trader / utility on the basis of implemented schedule / final revision by Northern Regional Load Dispatch Centre and respective Regional Load Dispatch Centre subject to final reconciliation on the basis of Regional Energy Accounts issued by NRPC and respective

Regional Power Committee at the end of contract period. Final bill shall be raised on the basis of REA adjustment.

9. Payment:

The bills raised on account of trading margin shall be paid within 7 days of presentation of bill by fax excluding the day of presentation of bill. The bills raised on account of Open Access charges shall be paid within 7 days of presentation of bill by fax excluding the day of presentation of bill. No rebate is applicable on Open Access bills.

The bills raised on account of adjustment of energy shortfall shall be paid within 7 days of presentation of bill by fax excluding the day of presentation of bill. 2 % rebate shall be applicable, if the payment is made on or before the due date.

In case the 7th day is a holiday the next working day will be the due date

10. Surcharge for late payment

For all the payments outstanding for more than 30 days after receipt of respective bill, surcharge @ 1.25% per month shall be applicable on defaulting party.

11. Compensation for Default

Without prejudice to the provisions of Force Majeure, once an Open Access quantum is approved and BRPL thereafter revises the schedule of power to the extent of below 80% of approved Open access quantum in energy terms in a month, then BRPL shall pay compensation @ Rs. 1.00/kWh for the quantum which falls short of 80% of approved open access quantum. Similarly, if the power scheduled by trader/ utility is less than 80% of the approved Open Access quantum for the concerned month in energy terms, trader/ utility shall pay compensation @ Rs 1.00/kWh for the quantum which falls short of 80% of approved open access quantum.

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 under Inter-State Open Access Regulations from the injection point till the point of drawl applicable due to such surrender/ cancellation.

12. 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.. 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.

13. 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

14. Submission of the Bid: The tender may be submitted in BRPL office on or before "26th December, 2011" by 15:00 Hours and the same will be opened on the same day at 16:00 Hours. The representatives of the participating parties may be present at the time of opening of the bid, if they so desire. However, BRPL shall execute an Agreement with the qualified Trader/Bidder after issuing letter of intent.

BRPL will provide advance consent for return of power on format II(CERC approved) duly signed by SLDC to the banking utility or trader and . Similarly banking utility or trader supplying power to BRPL will give their consent for supplying power on formate II to BRPL as per agreed terms and conditions.

15. 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.

Thanking you,

Yours Sincerely



Sanjay Srivastav

Asst. Vice President

C.C:-

1. V.P. (PP & NM), BRPL
2. Sh. Anand Gera – for coordination (Contact No. 9313898750)