

PMG Office: 2nd Floor, B- Block, BSES Bhawan, Nehru Place, New Delhi – 19

Tel: 39999037, Fax- 011-39999454

No. AVP (PMG)/ BRPL/2010-11/543

Date: 25.02.11

To,

Sub: - Notice Inviting Open Tender for Purchase of Short Term Power

Dear Sir,

1. Introduction and Background

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 hereby invites open tender** for Purchase of power on a short term basis for the periods commencing from 1st April 2011 to 31st July 2011 as per the General Terms and Conditions given in Annexure-I. Purchase of power shall be governed as per the tender document hereby.

2. Submission of Bid

The Bidders shall submit their bids in sealed envelopes marked "Offer for Purchase of power by BRPL" and shall be sent to:

Asst. Vice-President

BSES Rajdhani Power Limited

B-block, 2nd Floor, Nehru Place,

New Delhi-110019

Fax No. 011-39999454

Tel (O) – 011-39999036 / 39999925

The tender may be submitted in BRPL office on or before **14.03.11** by **14:00 Hours** and the same will be opened on the same day at **14:30 Hours**. The representatives of the participating parties may be present at the time of opening of the bid, if they so desire.

The bidder shall submit their bid in Two Parts:

Part 'A' shall contain

- a. Earnest Money Deposit (EMD).
- b. Acceptance of general terms and conditions as per Annexure-III.
- c. Any additional information/documents, which bidder feels is relevant for this tender.

Part 'B' shall contain

- a. Copy of valid inter-state Energy Trading License issued by CERC to deal in inter-state trading of energy (In case of bid by trader).
- b. Price/Quantum bid as per Annexure-II.
- c. Comfort letter/LOI from the seller (In case of bid by trader)

The above two envelopes duly sealed are to be kept again in one sealed envelope called the "Main Envelope". This envelope should be super-scribed with "Open Tender for supply of electrical energy – Tender specification No **AVP (PMG)/ BRPL/2010-11/543 dated 25.02.11 due date 14.03.11 of opening Bid**" and may enclose/ supply any additional information/documents, which bidder feels is relevant for this tender. However, BRPL reserves the right to consider or reject this information at its sole discretion.

Note: Part A will be opened first, if it is in order only then Part B will be opened.

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

3. Bid Evaluation Criteria

Bids shall be evaluated on following basis:

- Lowest rate landed rate to BRPL.
- Optimization of power purchase cost.
- Optimization of reliability.
- Deferred payment suitable to BRPL.

However, the above criteria are indicative only and may change depending upon the situation and requirement of BRPL.

4. Contract Documents

Subject to approval of the competent authority, BRPL shall intimate the award of supply of power to the Bidder's whose bid has been accepted through a letter of award (LOA) to be dispatched by e-mail/Fax. Successful Bidder's shall convey his acceptance of Letter of Award within 3 days of issue of letter of award. Acceptance of Letter of Award shall be construed as a binding contract. Failure to comply with this requirement within the stipulated period will be construed to be the unwillingness on part of the successful

bidder and LOI issued by BRPL shall stand automatically withdrawn along with forfeiture of Earnest Money Deposit.

After acceptance of Letter of Award, the successful bidder shall execute the detailed Power Purchase Agreement with BRPL within 10 days of issue of Letter of Acceptance.

5. 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.

6. Bid Security

The Bidder shall have to deposit Earnest Money (EMD) of Rs. 10 lacs / 50MW / month or part thereof, subject to maximum Rs. 50 lacs in the form of Crossed Demand Draft of any Nationalized Bank / Scheduled bank drawn in favor of “**BSES Rajdhani Power Limited**” payable at New Delhi. The bid without required amount of EMD shall be rejected.

The EMD shall be forfeited in favor of BRPL, if a bidder withdraws or modifies its bid during Bid Validity Period, fails to sign detailed Power Purchase Agreement within 10 days of issue of Letter of Award to successful bidder.

The EMD shall be refunded to the bidders whose offers are not accepted within 30 days from the date of acceptance of LOI by successful bidder. No interest shall be paid on the EMD Amount.

The EMD of the Bidders whose offers are accepted shall be converted into “Performance Bank Guarantee” (PBG) and the same shall be forfeited in favor of BRPL on account of unsatisfactory performance in supply of contracted power with reference to the stipulated terms and conditions of Letter of Intent (LoI)/ Power Purchase Agreement. The Performance Guarantee will be refunded to successful bidder only after contractual obligations are fully discharged to the satisfaction of BRPL. No interest shall be paid on Performance Guarantee amount.

All charges related to EMD/PBG, shall be borne by bidder / successful bidder.

7. BRPL right to accept / reject the bid

BRPL reserve 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, amongst more than one selected bidder for the same month/Period of supply.

The decision of BRPL shall be final and binding on the bidders in this respect and no further correspondence shall be entertained in this regard. The participation of any bidder shall be at their own cost and risks.

8. 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.


9. Bid Validity Period

The offer shall remain valid for a period of 30 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. In case the bidder withdraws or alters any terms and conditions during the period of validity, EMD submitted by the bidder shall be forfeited.

10. 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
AVP (PMG)

General Terms and Conditions

Terms and conditions for the purchase of BRPL power to bidders shall be as under:

1. Quantum

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

Period		Duration (Hrs) with Quantum in MW			
Month	Fortnight (1 st or, 2 nd)	03:00-10:00	10:00-18:00	18:00-21:00	21:00-03:00
Apr-11	1st	0	50	0	50
	2nd	0	175	175	250
May-11	1st	0	150	150	250
	2nd	50	275	200	275
Jun-11	1st	0	175	75	175
	2nd	50	250	200	250
Jul-11	1st	0	275	125	275
	2nd	0	175	100	250

Note:

- Bids can also be submitted on RTC basis and in the multiple of 25 MW.
- Offered quantum (MW) from single source, shall be minimum 25 MW and in the multiple of 25 MW.
- Quantum offered shall be for a minimum period of 15 days.

2. Delivery Point:

The Delivery Point of power shall be at BRPL periphery i.e. interconnection of DTL system with respective BRPL system.

3. Transmission Charges & Losses:

All Open Access / transmission charges including scheduling and other charges of RLDC / SLDC, including application fees and losses up to delivery point shall be borne by successful bidder and all such Open Access / transmission charges including scheduling and other charges of RLDC / SLDC, including application fees and losses beyond delivery point shall be borne by BRPL.

4. Scheduling:

Successful bidder shall schedule this offered power in full. The scheduling and Dispatch of the power shall be coordinated with respective RLDC(s)/SLDC(s) as per the relevant provisions of IEGC and framework of ABT and the decisions of RLDCs and RPCs.

5. Tariff (Rs/KWh):

Tariff for the contracted power shall be as quoted by the successful bidders in the "Price Bid" given in annexure-III. The rate (Rs/KWh) quoted shall be at BRPL periphery and all charges before delivery point i.e. STU charges, CTU charges, SLDC/ RLDC charges and losses shall be to the account of supplier.

6. Billing: Energy:

For the supply of power during a calendar month, BRPL will be paying 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 payment on relevant bills will be based on the provisional Weekly energy data certified by Delhi SLDC for the energy 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 within 5 days from date of issue of REA from concerned RPC with necessary adjustment.

7. Payment:

BRPL will deposit the payment in respective successful bidders account through ECS/EFT/RTGS within seven days/ deferred date as agreed to supplier/ trader from the date of submission of the weekly energy bills to BRPL as above by successful bidders through Mail/Fax/Speed post after confirmation from BRPL about receipt of bill/bills.

BRPL reserves the right to give preference those parties who are ready to accept deferred payment. If acceptable please provide terms and conditions along with the bid.

8. Performance Guarantee:

The EMD of the Bidders whose offers are accepted shall be converted into "Performance Bank Guarantee" (PBG) and the same shall be forfeited in favor of BRPL on account of unsatisfactory performance in supply of contracted power with reference to the stipulated terms and conditions of Letter of Intent (LoI)/ Power Purchase Agreement. The Performance Guarantee will be refunded to successful bidder only after contractual obligations are fully discharged to the satisfaction of BRPL. No interest shall be paid on Performance Guarantee amount.

All applicable charges in respect of EMD/PBG shall be borne by successful bidder.

9. Rebate for Prompt Payment by successful bidders:

Successful bidder would allow 2% rebate on energy billed amount if BRPL deposits the payment to the bank account of successful bidder / trader within 07 (Seven) days of date of receipt of the bill by BRPL sent through fax/mail/speed post.

10. Surcharge for late Payment by successful bidders / BRPL:

A surcharge of 15% (Fifteen Percent) per annum shall be applied on all payments outstanding after 30 days of furnishing respective bill. This surcharge shall be calculated on a day to day basis for each day of the delay.

BRPL reserves the right to give preference those parties who are ready to accept deferred payment. If acceptable please provide terms and conditions along with the bid.

11. Open Access

The power shall be scheduled and dispatched as per the relevant provisions of CERC Regulations/Other regulation pertaining to this in force and as amended from time to time.

The Successful bidder shall apply for Open Access to RLDC in time. The Successful bidder shall obtain concurrence from concerned SLDC(s). However, BRPL shall provide necessary support in this regard. All the Open Access charges including application fee and Delhi SLDC concurrence charges shall be borne by Successful bidder.

Non-processing of open access application on time by Successful bidder / Trader, affecting supply of power to BRPL, shall form the reason of compensation.

12. Compensation Clause

The Open Access approved by RLDC for a month shall form contracted quantum for transaction of power between BRPL and successful bidder during that month. Normally, revision in approved Open Access shall not be allowed. If any party request for revision in approved Open Access then the requesting party shall bear all the penalties like Open Access charges and other charges etc due to revision in Open Access as per CERC regulations.

The scheduling of power shall not be less than 80% of initial approved Open Access quantum. If successful bidder fails to supply the capacity approved for Open Access for the concerned period at least to the extent of 80% of approved quantum (MW), the successful bidder shall pay compensation @ Rs.2.00 per kWh for the difference (shortage) quantity.

Similarly, if BRPL fails to off take at least to the extent of 80% of initial approved Open Access quantum (MW), BRPL shall pay compensation @ Rs.1.00/kwh for the difference (shortage) quantity i.e. instead of 80%, if power taken is 70% of the approved quantum (MW) then the compensation will be applicable for 80%-70% = 10% of approved quantum (MW).

That in case of unsatisfactory performance in supply of contracted power with reference to the stipulated terms and conditions of Letter of Intent (LoI)/ Power Purchase Agreement, BRPL will have the right to terminate the prevailing arrangement for the purchase of power and offer the same to some alternate customer(s) without prejudice to all the rights to recover the amounts due to BRPL. In such event, BRPL shall have the additional right to recover the money payable by invoking the Performance Bank Guarantee. The liability of payment by successful bidders to BRPL shall continue.

In case, Successful bidders/Trader fails to apply for Open Access in stipulated time as per RLDC's guidelines in force then compensation shall be levied as per 100% agreement quantity.

13. 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, lightning, cyclone, typhoon, flood, tidal wave, storm, earthquake, landslide, epidemic or similar cataclysmic event.
 - c) Any curtailment/suspension/ non availability of transmission capacity by intervening SLDC's and / or RLDC's.
 - d) Any restriction imposed by any RLDC's and including generation constraints/ equipment breakdown/ accidents.
 - 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.

14. 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.

15. 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 BRPL shall not be responsible for any dispute between Successful bidder and its customers. Similarly, Successful bidder shall not be responsible for any dispute between BRPL and its customers.

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

17. Address of contact persons of BRPL:

Asst. Vice-President
BSES Rajdhani Power Limited
B-block, 2nd Floor, Nehru Place,
New Delhi-110019
Fax No. 011-39999454
Tel (O) – 011-39999036

For Co-ordination:

AM (PMG)
BSES Rajdhani Power Limited
Tel (O) – 011-39999925
M: 09350261886

Price (Rs/KWh) / Quantum (MW) Bid

Month	Source	Delivery Point	Period (Date)		Duration (Hours)		Quantum (MW)	*Rate (Rs/KWh)
			From	To	From	To		

Note:

- Bids can also be submitted on RTC basis and in the multiple of 25 MW.
- Rate should include trading margin (In case of bid by Trader).
- Offered quantum (MW) from single source, shall be minimum 25 MW and in the multiple of 25 MW.
- Quantum offered shall be for a minimum period of 15 days.

To,
Asst. Vice-President
BSES Rajdhani Power Limited
B-block, 2nd Floor, Nehru Place,
New Delhi-110019
Fax No. 011-39999454
Tel (O) – 011-39999036 / 39999925

Acceptance of General Terms and Conditions
(To be signed by the authorized person of the bidder)

- 1.) Certified that I am authorized person on behalf of my company/ organization to submit the bid.
- 2.) I/We 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.
- 3.) We are enclosing **Bank Draft No.** _____ **dated** _____ **amount for Rs.** _____ **issued from** _____ **payable at New Delhi.**
- 4.) The photocopy of valid trading license issued from CERC is enclosed. (Applicable in case of Electricity Traders only)

Signature:

Name: _____

Date: ____/____/_____

Designation: _____

Name of company/Org _____

Address _____

Telephone No (O) _____

Mobile No. _____

Fax No: _____

E-mail ID: _____