



BSES Rajdhani Power Limited

**Bid Documents For
50 – 150 MW Power Purchase in BRPL License Area**

**Purchase of 50-150 MW Power on Firm Basis for RTC Power / Slot-
wise Power (00:00 TO 06:00, 06:00 TO 11:00, 11:00 TO 18:00 hrs
and 18:00 TO 24:00 hrs)**

**From 01.05.2010 to 30.09.2010
Through: Competitive Bidding
Commercial and General Conditions**

**Tender No: DGM(PMG)/BRPL/Tender/2009-10/011
Date: 18.12.09**

**Deputy General Manager
Power Management Group
20 no. bldg, 3rd Floor, Nehru Place,
New Delhi - 110019
Phone No. 011-39996053; Fax No. 011-39996055
E-mail: sanjay.srivastav@relianceada.com
Web: www.bsedelhi.com**

Introduction

BRPL is 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 is soliciting bids for supply of energy from Inter State Sources through Traders who have been given interstate energy trading license by the CERC, State Electricity Boards, State Electricity Utilities, States, Generators, and IPPs & CPPs to enable BRPL to meet demand/requirement of power in Delhi during the period **May 2010 to September 2010** as per the details given below: -

Quantum of power required

BRPL invites sealed tenders in the prescribed format for supply of electrical energy from interstate sources i.e. from traders having valid Inter State Trading License issued by CERC for interstate trading of energy, State Electricity Boards, State Electricity Utilities, States, Generators, IPPs & CPPs as per table given below:

Period		Duration (Hrs) with Quantum in MW			
		0:00-06:00	06:00-11:00	11:00-18:00	18:00-24:00
May'10	01.05.2010 to 15.05.2010	50	-	-	50
	16.05.2010 to 31.05.2010	150	-	50	100
June'10	01.06.2010 to 15.06.2010	100	-	50	50
	16.06.2010 to 30.06.2010	100	-	50	50
July'10	01.07.2010 to 15.07.2010	50	-	-	50
	16.07.2010 to 31.07.2010	50	-	-	50
Aug'10	01.08.2010 to 15.08.2010	100	-	50	50
	16.08.2010 to 31.08.2010	-	-	-	50
Sept'10	01.09.2010 to 15.09.2010	-	-	-	50
	16.09.2010 to 30.09.2010	-	-	-	50

Important Dates and Other Information

1.	Revised date and time of submission of bid document	05.01.2010 at 13:00 Hrs
2.	Revised date and time of opening of bids	05.01.2010 at 14:00 Hrs
3.	Earnest Money Deposit	Rs. 20,00,000/- in the form of Demand Draft / Pay Order in favour of "BSES RAJDHANI POWER Ltd." payable at "New Delhi"
4.	Submission of Bid	<p>The Bidders shall submit their bids in sealed envelopes marked "Offer for Sale of power to BRPL" in the format as per "Annexure-B" and shall be sent to:</p> <p>Sh. Sanjay Srivastav D.G.M (PMG) BSES Rajdhani Power Limited 20 No. Bldg, 3rd Floor, Nehru Place, New Delhi-110019 Fax No. 011-39996055 Tel (O) – 011-39996053, 39996059 E-mail: sanjay.srivastav@relianceada.com</p>

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.

Tender specifications can also be downloaded from BRPL web site "www.bsesdelhi.com"

Tender received without Earnest Money shall be rejected. BRPL reserves the right to reject any or all tenders or to accept any tender in full or part as may be considered advantageous to BRPL, whether it is lowest or not without assigning any reason whatsoever. No correspondence in this regard shall be entertained by BRPL. Telegraphic/Telex/faxed bids shall not be accepted.

General Terms and Conditions for Procurement of Energy

1. Bid Format

Interested parties are requested to submit bids as per the format below:

Month	Source	Delivery Point	Transmission route	Period (Date)		Duration (Hours)		Quantum (MW)	*Rate (Rs/KWh)
				From	To	From	To		
May-10									
Jun-10									
Jul-10									
Aug-10									
Sep-10									

* Rate includes trader margin.

Bidders can bid for energy supply during different periods subject to the terms and conditions as provided in subsequent paragraphs. However, bidder can also submit the bid for RTC rates along with slot-wise rates.

2. Trading License

The Traders submitting bids should have a valid license from the CERC for inter State trading of Electricity. The trader shall also attach a photocopy of the same along with the bid. The quantum of power available for supply shall be firm. Bids with infirm quantum shall not be considered for evaluation.

3. Bid Quantum

The Bidders should have delivery periods in its proposal along with the firm capacity (MW), which he is ready to supply. The bidder has to bid for minimum 50 MW.

4. Price

The Bidder shall quote the price (Rs. /KWh), including trading margin at which he is prepared to deliver the energy at the delivery point. The price should be on the following basis:

- a) The prices shall be firm and there shall be no escalation during the contractual period.
- b) The delivery point shall be clearly specified.
- c) Successful bidder(s) shall be applying for the short term open access booking as per the latest open access guidelines in vogue. The successful bidder(s) shall be responsible for the delivery of power at Delhi state periphery.
- d) The transmission charges, transmission losses, RLDC charges or any other charges covered in Open Access Regulations notified by CERC and the procedure for Open Access stipulated by the Central Transmission Utility (CTU) (as amended up to date) for supply of energy up to the delivery point shall be included in the sale price. The transmission charges, transmission losses, load dispatch center charges or any other charges for purchase of energy beyond the delivery point shall be borne by BRPL, if applicable.

5. Open Access

a) Booking of Transmission Corridors

The successful bidder(s) shall be applying for the open access booking of transmission corridor. He shall be fully responsible for the timely filing of open access application before the nodal RLDC and coordinating with the relevant RLDC/SLDC so as to get the timely booking of the open access corridor. The energy shall be scheduled and dispatched as per the relevant provisions of CERC regulations for Short term open access and Procedure for reservation of Transmission Capacity for short-term open access customers (Inclusive of all the amendments till date).

The successful bidder(s) shall apply for booking of advance reservation in such a manner so as to get the maximum quantum from the shortest route.

The successful bidder(s) shall have to book the transmission corridor after making advance payment in full to the Nodal RLDC. The open access booking charges as payable by BRPL shall be reimbursed to the successful bidder(s) within 7 days of the raising of the bill. The Delhi SLDC concurrence charges shall be borne by BRPL.

b) Refunds towards Open Access charges in case BRPL/Seller does not schedule power to the extent of 100% of booked OA corridor

In case BRPL fails to schedule the power to the extent of 100% of the booked Open Access corridor, BRPL shall bear the Open Access Charges up to delivery point proportionate to the extent of shortfall of the booked Open Access Corridor. Similarly, in case Seller fails to schedule the power to the extent of 100% of the booked Open Access corridor, he shall bear the Open Access Charges beyond delivery point proportionate to the extent of shortfall of the booked Open Access Corridor.

In light of the new Open Access Regulations effective from 15.06.2009, the extent of cancellation or, rescheduling of booked Open Access advance Scheduling shall be treated as non- availability w. r. t. initially booked corridor and cost of such cancellation or, rescheduling shall be to the account of the party seeking cancellation or, rescheduling.

If the transmission corridor booked by BRPL on advance reservation basis, is surrendered/cancelled by the trader/seller, the full amount refunded by RLDC shall be payable to BRPL within 7 days of receipt of amount. If the trader/seller fails to pay the amount within stipulated time, the same will be deducted from the payments due to the trader/sellers.

6. Billing And Payment Procedure For Energy Supplied

6.1 Energy Charges

For the energy supplies made during the month, the successful bidder(s) will be raising weekly bills on monthly basis. For the purpose of the weekly bills each month shall be divided into four parts, starting from 00:00 hrs of 1st, 9th, 16th and 24th day of the month to 24:00hrs of 8th, 15th, 23rd and last day of the month respectively. The relevant bill shall be raised based on the provisional weekly energy data (based on the exporting RLDC open access schedule data) certified by the successful bidder(s) for the energy delivered at the delivery point. After receipt of the Provisional/Final REA for the previous month issued by exporting Regional Power Committee, the final bill shall be raised by the successful bidder(s). In the final bill the adjustment will be made towards the difference in the actual bill on the basis of REA issued by exporting RPC for the previous month minus provisional bills issued for the month. The adjustment will also be made towards the rebate already made. This bill shall indicate the energy as per REA, rate, the total amount due as per this Agreement, rebate for prompt payment and adjustment if any, for the previous period.

Note: In case the subdivision of different energy (different tariff) is not available in the implemented schedule and/or REA, the energy shall be bifurcated proportionally on the basis of day ahead schedule issued by successful bidder(s) (on the basis of delivery schedule issued by BRPL (Buyer)), which is fully concurred by buyer & seller and implemented by RLDC.

6.2 Payment

BRPL shall make all payments (open access and energy charges) within 7 days of the receipt of Fax bill from successful bidder. The bill must be faxed on any working day before 17:00hrs otherwise the day of receipt of bill will be considered as next working day. However, hard copies of the bill in triplicate shall invariably be sent to the BRPL through courier. In case the seventh day is a holiday, the next working day would be the due day for the payment.

6.3 Rebate on Billed amount

Successful bidder(s) shall allow 2% rebate on the billed amount of energy charges excluding trader margin (if any) if BRPL makes payment of the bill by due date. (No rebate shall be applicable on payment of open access charges).

6.4 Surcharge on Delayed Payment

For energy charges

1.25% per month on all outstanding payments after the 30th day from the *considered date of receipt of bill.

* As discussed in clause 7.2

For all other charges

1.25% per month on all outstanding payments after the due date for payments.

6.5 Payment security mechanism

BRPL shall provide payment Security Mechanism, a weekly revolving letter of credit equivalent to 18 days of billing. All charges in this regard shall be borne by BRPL. The LC shall be operated only in case BRPL fails to make payment.

7. Compensation For Default In Scheduling

Both parties should ensure that actual supply/ off take of power does not deviate by more than 20% of the contracted energy on monthly basis.

Without prejudice to provisions relating to Force Majeure, If Supplier fails to supply contracted quantum of energy on monthly basis, Supplier shall pay compensation @ Rs.1.96/KWh for the quantum of shortfall beyond above said permitted deviation on monthly basis.

In case BRPL defaults in off take of contracted energy quantity on monthly basis, BRPL shall pay compensation to supplier @ Rs.2.00/Kwh, for the quantum of shortfall beyond above said permitted deviation on monthly basis.

8. Source Of Supply

The bidder shall provide the details of source (s) of supply i.e. whether the energy will be supplied from a specific generating source or, portfolio of sources. The bidder shall state the transmission path to be used. In case the bidder is Trading Licensee, LOI / Agreement with the supplier shall be attached with the bid. Bids received without LOI / comfort letter of generator/ source shall not be considered for evaluation.

9. Terms Of Supply

The term of supply will be minimum of fifteen days and on firm basis only. Bids without evening peak power and / or with infirm quantum of power shall not be considered for evaluation. The terms of supply can be revised/ extended on mutual consent.

10. Force Majeure

Any restriction imposed by RLDC of exporting region or the RLDC of importing region on scheduling of power supply by traders or the purchasing utility due to transmission / grid constraint or restriction imposed by any statutory authority and act of God as shall be treated as force majeure without any liability on either side.

11. Tender

The Tender should be submitted in Two Parts.

Part 'A' shall contain: -.

- a. Earnest Money Deposit (EMD) duly sealed in an envelope.

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. Brief proposal /offer for supply of energy to BRPL as per Annexure B.

- c. Complete details of any suit pending against/filed by Bidder in CERC/SERC/Courts/Arbitrator related with trading of Energy and details of penalties imposed in earlier decisions.
- d. LOI's of the suppliers. (In case of bid by a trading licensee.)

The aforesaid tender in two parts shall be submitted in separate sealed envelopes duly super scribed as: -

Part 'A' –“Earnest Money Deposit, Tender Specification No. and due date of opening should be indicated on the envelope itself.

Part 'B' – Tender specification Number should be indicated on the envelope.

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 “Tender for supply of electrical energy – Tender specification No _____ due date _____ 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: Envelope containing EMD will be opened first, if it is in order only then the second envelope will be opened.

12. Earnest Money Deposit (EMD)

The bidder shall be required to submit EMD for an amount of Rs. 20,00,000/- (Rs. Twenty Lakh only) in the form of Demand Draft/pay order along with the tender. Demand Draft / Pay Order to be drawn in favour of “BSES RAJDHANI POWER Ltd.” payable at **New Delhi**.

The EMD shall be refunded to the unsuccessful bidders within 15 days of the expiry of the validity of the tender. EMD of the successful bidder shall be converted to performance guarantee. No interest shall be paid on the EMD

amount. This Performance Guarantee shall be returned within 15 days of the last final bill.

The EMD shall be forfeited in favour of BRPL, if a bidder withdraws or modifies its bid during Bid Validity Period or, fails to sign detailed Power Purchase Agreement.

13. Validity Of Bid

Bids shall remain valid and shall be irrevocable for a period of **30 days** from the date of opening the bid.

14. Preference to Unconditional Offer

BRPL reserves the right to give preference to the unconditional bid in the first instance.

15. Response Date and Date Of Opening

Bids complete in all respect must be submitted by 13.00 Hrs on 05.01.2010 in the office of PMG, 3rd floor, Building No 20, BRPL, New Delhi. The bids shall be opened on the same day at 14:00 Hrs in presence of the representatives of the Bidders. In case, above date happens to be a holiday then the date of submission and opening of bids will automatically get shifted to the next working day, but the scheduled time will remain the same.

16. Submission of Bids

- i. All pages of the tender documents shall be signed in full at the lower right hand corner with ink only by the bidder or any person holding Power of Attorney authorizing him to sign on behalf of the bidder. (Copy of Power of Attorney to be enclosed)
- ii. The tender shall contain the name, residence and place of business of person or persons submitting the tender.

- iii. In the event of tender being submitted by other than a firm, it must be signed by a partner (copy of partnership deed should be enclosed) and in the event of absence of any partner, it shall be signed on his behalf by a person holding a Power of Attorney authorizing him to do so, certified copies of which shall be enclosed.
- iv. Tender submitted on behalf of Companies registered with the Companies Act, for the time being in force, shall be signed by persons duly authorized to submit the tender on behalf of the Company and shall be accompanied by certified true copies of the resolutions, extracts of Articles of Registration, Special or General Power of Attorney etc. to show clearly the title, authority and designation of persons signing the tender on behalf of the Company, copies of which shall also be enclosed with tender.
- v. Please enclose duly filled annexure A and annexure B along with the bid.

17. Issue Of Letter Of Intent (LOI) & Contract Documents

Subject to approval of the competent authority BRPL shall separately intimate the award of purchase 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 two days of issue of letter of award. Acceptance of Letter of Award shall be construed as a binding contract.

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.

18. Additional Information

All the information shall be comprehensive as far as possible to help BRPL in properly assessing the capability of the bidder. BRPL reserves the right to obtain

additional information from the bidders including, but not limited to, affiliated entities and joint ventures of the bidders, bidder's financial strength, litigation and penalties, as BRPL may deem necessary to evaluate the bidder (s) and the bids.

19. Bid Preparation Cost

The bidder shall be responsible for all the costs associated with the preparation of its bid and participation in the negotiation process. BRPL will not be responsible or in any way liable for such costs regardless of the conduct or, outcome of this process.

20. Incomplete /Ambiguous Bids

BRPL reserves the right to reject any bid which is incomplete or ambiguous vis a vis the information required to be submitted as per this document.

21. Language Of Documents

All information and documents submitted must be in English language.

22. Jurisdiction

All legal proceedings in connection with this bid document and resulting Agreement with the successful bidder shall be subject to the territorial jurisdiction of the local civil courts at Delhi only.

23. Disclaimer and BRPL Rights

This NIT shall not be construed as an offer and BRPL is not bound to purchase energy from any bidder pursuant to this NIT. BRPL expressly reserves the right to modify or, withdraw from the process initiated. BRPL reserves the right to

reject any or all bids, or any portion of a specific bid for any reason. BRPL reserves the right to enter into PPA with one or more of the bidders. BRPL assumes no obligation to provide a reason for rejection of a bidders' bid in full or in part.

BRPL reserves the right to cancel the order as a whole or in part at any time or in the event of default on the part of the trader. Telegraphic/Telex/faxed bids shall not be accepted.

24. 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.

25. 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 Source Entity and its customers. Similarly, Source Entity shall not be responsible for any dispute between BRPL and its customers.

Annexure A

Energy offered against Specification No _____

BIDDER INFORMATION

- a)** Company Name:
- b)** Name of the Contact Person:
- c)** E-Mail Address:
- d)** Postal Address:
- e)** Telephone:
- f)** Fax Number:
- g)** Details about the bidder (General, Technical, Financial information for the last three years supported by unabridged annual financial statements, assets and liabilities statements and other financial statements duly certified)
- h)** Inter State Trading License (Copy to be enclosed):
 - i.** Category of License (In case of Traders alone)
 - ii.** Validity
- i)** Details of Litigation and Penalties:

Signature of Authorized Representative

Annexure B

Energy offered against Specification No. _____

I. Bid Summary

Month	Source	Delivery Point	Transmission route	Period (Date)		Duration (Hours)		Quantum (MW)	*Rate (Rs/KWh)
				From	To	From	To		
May-10									
Jun-10									
Jul-10									
Aug-10									
Sep-10									

* Rate includes trader margin.

II. Acceptance

- i. I hereby accept the General Terms and Conditions of Specification No. _____ on behalf of _____ and there are no deviations.

Signature of Authorized Representative