



BSES Rajdhani Power Limited

Bid Document for
Banking of Power by BRPL

Banking of Power for
01.11.2022 to 30.09.2023

Through: Competitive Bidding

COMMERCIAL AND GENERAL CONDITIONS

TENDER NO: Head (PMG)/BRPL/Tender/2022-23/ 1485
Date: 18.10.2022

Head of Department
Power Management Group
BSES Bhawan, 02nd Floor, D-Block
Nehru Place, New Delhi – 110019
Phone No. 011-49207039;

Web: www.bsedelhi.com

1. Introduction and Background:

M/s BSES RAJDHANI POWER LIMITED 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 the licensed power traders and utilities (Bidders) for banking of power on a short term basis on Firm/Day a head basis for the period commencing from 1st November 2022 to 30th September 2023

2. Banking of Power:

Utility/Trader shall take/ return the banked power as per Arrangement B in Annexure I. Trader/utilities are requested to clearly indicate trading margin, return period, return slots and the premium (Conversion Ratio) in percentage offered by them on the quantum of banked power returnable/supply to BRPL (On Annexure – II)

Preference shall be given to the trader/utilities who will accept the return of power to BRPL in summer months with maximum percentage premium on return.

3. Submission of Bid:

The Tender should be submitted in Two Parts. The following procedure will be adopted for the submission/opening of tenders.

- **Part A –**

- Covering Letter
- Earnest money deposit in the form of Bank Guarantee in favor of BSES RAJDHANI POWER LIMITED, payable at Delhi.
- Earnest Money Deposit, Tender Specification No. and due date of opening should be indicated on the envelope itself.
- Authorization Certificate of the Supplier / LOI (Letter of Intent) of Suppliers./ Procures
- The undertaking from supplying utility to return RE power if it intends to do so
- A disclosure statement regarding participation of any related companies in this bidding process.
- Copy of valid inter-state/intra-state Energy Trading License issued by CERC/DERC to deal in inter-state/intra-state trading of energy. (In case of bid by trader).
- Acceptance of Schedule of deviations of Power Banking Agreement, as per Annexure III.
- A disclosure statement regarding their share-holding pattern in the company.

- **Part B**

Financial Bid consisting of percentage premium on return and Quantum bid for banking of energy with BRPL as per Annexure II and should be unconditional.

Firstly the part A containing the Bank Guarantee towards the EMD will be opened in the

presence of the bidder's representatives who choose to be present at the prescribed time, date and address. If the EMD is found to be as per the requirement of the specifications, only then the tender i.e. Part B shall be opened. The bids without Earnest money shall be out summarily rejected. The price bids will be opened in the presence of the representative of the qualifying bidders who choose to be present.

Both the part A & Part B shall be put together in one sealed envelope marked "Offer for Banking of power of M/s BSES RAJDHANI POWER LIMITED" and shall be sent to:

Head (PMG)
BSES Rajdhani Power Limited
BSES Bhawan, 2nd Floor, D-Block
Nehru Place, New Delhi-110019
Tel (O) – 011-49207039

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

4. Contract Documents:

Successful bidder fulfilling the specified criteria and matching BRPL power requirement shall be intimated the intent of power swap (banking) through a Letter of Intent (LOI) to be dispatched by e-mail/Fax. Successful Bidder shall convey his acceptance of Letter of Intent within 3 days of issue of Letter of Award. Acceptance of Letter of Intent shall be construed as a binding contract.

The terms and conditions of LOI along with acceptance shall be construed to be an agreement for transaction of contracted power for the duration/period as mentioned in the LOI and in the event of any commercial / operation dispute, the said documents shall be treated as a legal document in the Court of Law for all intents and purposes. As such no separate agreement shall be executed.

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.

6. Bid Security:

The prospective bidder shall deposit Earnest Money of Rs.5.00 Lac (Rupees Five Lacs) in the form of Demand draft of any Nationalized Bank / Scheduled bank drawn in favor of "BSES RAJDHANI POWER LIMITED" payable at New Delhi or Bank Guarantee of same amount as Earnest Money Deposit ("EMD"). However, Government Discoms / Utilities, which are owned/ controlled by Central or State Governments, are exempted from requirement of furnishing EMD. The details of BRPL's Bank and Account Number are as below:-

- Account Name: BSES Rajdhani power Ltd.
- Bank Name: State Bank of India, Industrial Finance Branch, 14th and 15th Floor, Jawahar Vyapar Bhawan, 1, Tolstoy Marg ,New Delhi 110001.
- Account Number: 00000010277791773
- RTGS Code: IFSC CODE: SBIN0009601

The EMD of the successful bidders shall be converted as a part of Performance Guarantee, which shall be returned after completion of the contract in all respects. EMD of unsuccessful bidders shall be returned after 30 days from the date of opening of the tender enquiry or finalization of tender enquiry and completion of formalities by successful bidders, whichever is earlier.

7. Bid Validity Period:

The offer shall remain valid for a period of 60 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 may be forfeited.

8. Back to Back Arrangement:

In case the bidder is Trading Licensee, back to back LOI / Agreement with the importing/exporting utility shall be attached with the bid. Bids received without Lol / Agreement with the importing/exporting utility shall be liable for rejection.

9. 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 faithfully

Head (PMG)

Annexure-I

General Terms and Conditions

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

1. Quantum

BRPL invites offers in the prescribed format for banking of power as per the details given below:

Arrangement:

(A) BRPL Tender Quantum for Banking of power

(B) Month	Period	RTC MW	00:00 to 06:00 MW	22:00 to 24:00 MW
Nov'22	1st FN(1st to 15 th)	---	50	50
	2nd FN(16th to 31st)	----	50	50
Dec'22	1st FN(1st to 15 th)	---	100	100
	2nd FN(16th to 30th)	----	100	50
Jan'23	1st FN(1st to 15 th)	-----	100	50
	2nd FN(16th to 31st)	-----	100	50
Feb'23	1st FN(1st to 15 th)	50	100	50
	2nd FN(16th to 28th)	50	100	100
March'23	1st FN(1st to 15 th)	50	100	100
	2nd FN(16th to 31st)	50	50	50

Remarks

1. Minimum bid quantum shall be 25 MW & for a minimum continuous period of 15 days.
2. The bid should be for the entire period of a block ie minimum 15 Days.
3. Sources/bids from NR shall be preferred

4. Sources/bids from other regions like WR/ER/SR/NER may be considered based on the corridor availability.

(B). Return of Power to BRPL:

Return in summer months from 1st May'2023 to 30th Sep'2023 will be taken by BRPL during RTC hrs or alternatively during 0-3 and 14-24 hrs. Preference will be given for the return slots 0-3 & 14-24 hrs during summer. Bidders may also submit bids with different return slots or any combination thereof like slot to slot return, night to night return etc. The return % offered by the bidders shall be considered for the purpose of bid evaluation and finalization of the successful bidder However, Selection/Rejection of such bids shall be at sole discretion of BRPL.

2. Delivery Point:

The delivery point in either case shall be Regional Periphery(Interconnection of STU with CTU). It is clarified that bid received with deviation in the Delivery Point will not be entertained and likely be rejected.

3. Transmission Charges & Losses:

All Open Access charges, transmission charges (i.e., PoC injection charges) and transmission losses (i.e., PoC injection losses) up to the delivery point shall be to the account of exporting utility and all Open Access charges, transmission charges (i.e., PoC withdrawal charges) and transmission losses (i.e., PoC withdrawal losses) beyond the delivery point shall be to the account of importing utility. Any other charges/losses, other than specified above shall be to the account of the successful bidder/Trader. Any Taxes, duties & Cess etc. if becomes applicable, shall be borne by the bidder. Any change in Open access, transmission and other charges if any pursuant to GNA(General Network Access) Rules and Regulations by appropriate Commissions /procedure for temporary T-GNA and amendment thereof implemented shall be borne by seller upto and including delivery point and the same beyond delivery point shall be borne by the procurer/ buyer

4. Scheduling:

(i)The Scheduling and Dispatch of power shall be as per relevant provisions of IEGC (Indian Electricity Grid Code)/ DEGC (Delhi Electricity Grid Code) and shall include, following:

The scheduling and dispatch of power shall be coordinated with the respective RLDCs as per the relevant provision of IEGC and other decisions of RLDC and RPCs and Delhi SLDC. Scheduling of power should be uniform throughout the block period provided in the tender document in line with Open Access approval received from nodal RLDC. The successful bidder shall apply open access for the entire contracted quantum for all the blocks of the contracted period immediately after the receipt of LOI from BSES Rajdhani Power Ltd as per the time line stipulated in CERC open access regulations/guidelines in force, presently 3 months in advance.

(ii) Both the parties (BRPL & successful bidder) shall obtain the month wise SLDC consent for open access booking in advance for scheduling of contracted power as per applicable CERC regulations.

(iii) Both the parties (BRPL & successful bidder) shall exchange their SLDC's consent on Format-II for entire Banking cycle within 30 days of issue of LOA. In case of Trader/s, Trader will obtain consent of both the utilities for entire banking cycle and will supply the copies of the same to both the utilities respectively.

(iv) The schedules/applications so exchanged shall not be revised/ changed without consent of both the parties. However, if it becomes necessary to alter/amend the same on account of corridor congestion/change in scheduling procedure, the same will also be made with mutual consent of both the parties.

(v) Treatment in case of Power Regulation-Power supply regulation by POSOCO under LPSC rules-2022 (as amended from time to time), shall be dealt as under: -

-In case of Trader-

a. In case, there is curtailment of power, the shortfall energy for that month shall be returned to BRPL, as per mutual consent.

b. Alternatively, the trader can arrange the power from alternate sources for the shortfall quantum.

c. In case, trader fails to schedule power from alternate sources or there is no mutual consent as per clause 'a' above, the shortfall in the returnable energy shall be settled at the rate of Rs. 6.00/kWh or 120% of IEX DAM rate during shortfall period whichever higher.

-In case of Utility-

a. In case, there is curtailment of power, the shortfall energy for that month shall be returned to BRPL, as per mutual consent.

b. In case, there is no mutual consent as per clause 'a' above, the shortfall in the returnable energy shall be settled at the rate of Rs.6.00/kWh or 120% of IEX DAM rate during shortfall period whichever higher.

5. Payment/surcharge on late payment: -

All payments against Open Access bills shall be made within 3 working days from the date of receipt of bills in hard copy/ e-mail to BRPL account through ECS/EFT/RTGS. However, for delay in payment beyond 30 days from issuance of bill, surcharge will be applicable @ 1.25% per month on day to day basis.

All payments against trading margin bills shall be made within 7 working days from the date of receipt of bills in hard copy to BRPL account through ECS/EFT/RTGS. However, for delay in payment beyond 30 days from issuance of bill, surcharge will be applicable @ 1.25% per month

on day to day basis. The receipt of hard copy/ e-mail of the bills shall be required for releasing the payment.

6. Trading margin:

No trading margin will be applicable on the quantum supplied by BRPL. The trader (i.e. bidder) is required to specify the minimum trading margin for the quantum of power supplied to BRPL. In case the offers of different bidders have the same provision for return of power, then the offer of the bidder with less trading margin shall be considered. In case of bidding by traders it will be ensured by participating traders that trading margins charged from either side is in compliance of Central Electricity Regulatory Commission (Procedure, Terms and Conditions for grant of trading license and other related matters) Regulations, 2020 and amendment thereof

7. Payment Security Mechanism:

The Importing utility/Bidder shall have to submit adequate payment security mechanism to BRPL as mentioned below:

a) Return of power to BRPL is from Utility/DISCOM

The Importing utility/Bidder shall provide a LC/BG for an amount equivalent to 100% of the contracted energy calculated @ Rs. 6.00/kwh, in terms of energy (MUs) quoted by any bidder. The LC/BG shall be valid up to 45 days beyond the contract period. The Importing utility/Bidder shall furnish LC/BG within 10 days of issue of LoA by BRPL. All LC charges i.e. opening, operation/negotiation/recoupment shall be borne by the Trader.

OR/AND

BRPL may take SLDC consent for return of power to BRPL within 5 days after issuance of LoI. Both Trader/ Utility and BRPL shall sign the schedules/application for exchange of power under banking arrangements as per schedule agreed before start of banking cycle and will supply one copy to the other utility duly consented by SLDCs. The schedules/applications so signed shall not be revised / changed without consent of both the parties. However, if it becomes necessary to alter/amend the same on account of corridor congestion/change in scheduling procedure the same will also be made with mutual consent of both the parties.

If the successful bidder fails to fulfill any of the above mentioned requirements as per case a) /and/or b) above within the timelines provided , BSES Rajdhani Power Ltd may not provide open access approval for the Banking export quantum/ period. Further, if the successful bidder fails to furnish the LC/BG of the required value and/or approved Format-2 for the return period, within 10 days of issue of LoA by BSES Rajdhani Power Ltd or as required by BSES Rajdhani Power Ltd reserves the right to terminate the contract without any financial liability, whatsoever, on account of BRPL. The decision of BSES Rajdhani Power Ltd shall be final and binding in this regard.

8. Energy Accounting:

- i) For the power supplied by BRPL to trader/utility during entire month, trader/utility shall issue a certified energy statement to BRPL based on the REA issued by nodal RPC.

- ii) In case of RE power return the trader/utility shall provide certificate from competent authority on monthly basis for the quantum returned.
- iii) For the return of banked power by trader/utility to BRPL during entire month, trader / bidder shall issue a certified energy statement based on REA issued by nodal RPC.
- iv) Once all the transactions in the banking agreement are completed, trader/utility shall prepare final energy account for BRPL showing the supply and return of power in energy terms (MU's) and prepares a settlement bill based on the final energy accounting.

9. Compensation for Returnable Energy

- I. The traders/utility shall apply for obtaining Open Access approval from the nodal agency for booking of corridor for contracted quantum on advance basis.
- II. Without prejudice to the provisions of force majeure, if BRPL fails to schedule power equal 50% of the monthly (calendar month) energy, for which Open Access is initially approved then the BRPL shall pay compensation @ Rs 1.00/Kwh (One per Kwh) for the difference (shortage) quantity to trader/utility. Similarly if trader/utility does not avail the power equal 85% of monthly(calendar month)energy for which Open Access is initially granted, then trader/utility shall pay compensation @ Rs 1.00/Kwh (One Per Kwh) for the difference(shortage) quantity to BRPL. The compensation, as mentioned above, shall be applicable for return of power by trader/utility to BRPL.
- III. At the time of final settlement, the amount of compensation paid by the trader/utility/BRPL, if any shall be adjusted.
- IV. 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.
- V. The change of source ie supply/ return of power to BRPL from alternate source in specific cases may be permitted subject to BRPL approval., The party changing the source shall submit the NOC from earlier source and also provide the supporting from alternate source. The party requesting for change of the source shall bear any additional OA charges and E-bidding charges in such case.

10. Corridor Surrender/Revision:

During period of supply of power by BSES Rajdhani Power Ltd reserves the right to reduce the quantum of supply. Once open access application is approved by the concerned RLDC, any schedule revision shall be allowed only after consent from BRPL. In case of revision / cancellation of approved open access quantum, the party seeking revision / cancellation shall bear all the consequent open access charges and any other charges as applicable under the Inter-State Open Access Regulations in force from the injection point till the point of drawl applicable due to such surrender/cancellation. Please note that any curtailment/ downward revision of the approved open access quantum shall be done equally/proportionately in every

time block with a clear three days (excluding Sundays & holidays) written notice to BSES Rajdhani Power Ltd/trader/utility as the case may be, from the implementation date of the surrender.

It will be the responsibility of the successful bidder/trader to apply open access on time subsequent to receipt of LoA from BRPL and necessary consent being provided by BSES Rajdhani Power Ltd in this regard as per the stipulated time line of RLDC's guidelines in force; In case of corridor congestion from specified source , E bidding charges shall be as per decision of importing utility and the charges for E bidding shall be borne by the same. However in case of request for change of source , the applicant requesting for change of source shall bear E bidding charges.

11. 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. However,

- I. In case trader/importing utility, fails to return the contracted returnable energy during a month, owing to transmission constraints & other force majeure conditions, the balance energy for that month shall be return to BRPL as per mutual consent.
- II. During return of banked energy to BRPL, if the Trader/Importing utility, fails to apply open access on time and the same results into reduction of contracted returnable energy during any month/period, for any shortfall in returnable energy on this account, compensation shall be paid to BRPL by the Trader/Importing utility @Rs 6.00/kwh or 120% of IEX DAM rate during shortfall period whichever is higher. In case quantum of power returned by trader/utility is less than 99.5% of power returnable by it,.
- III. In case quantum of power returned by trader/utility 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 Rs 6.00/Kwh. or 120% of IEX DAM rate during shortfall period whichever is higher
- IV. In case of less requisition by BRPL at the time of return of banked energy, the settlement rate shall be Rs 5.00/Kwh.

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.
- d) Change in law.

e) Regulatory / Govt. 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.

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. Change of Law:

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:

1	Last date for receiving queries if any	27 th Oct 2022
2	Utility response to queries latest by	28 th Oct 2022
3	Last date and time of submission of tender document	4 th Nov 2022 till 3pm
4	Date and time of opening of tender document	4 th Nov 2022 from 3.15 pm onwards
5	Earnest money Deposit (in the form of Bank Guarantee in Favor of BSES RAJDHANI POWER LIMITED, payable at Delhi	Rs. Five Lakhs (Rs 5 Lakhs)
6	Place of Tender Opening	Conference Room, 2 nd Floor, BSES Rajdhani Power Limited BSES Bhawan, Nehru Place, New Delhi-110019

The bid should be for the entire block period. No bid would be accepted for specific hours of the block.

Trader / Utility are required to bid for minimum of 25 MW in each block. Any deviation in this regards shall not be acceptable for bid evaluation.

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. Address of contact person of BRPL.

Mr. Vivek Singh
Senior Manager (PMG)
BSES Rajdhani Power Limited
BSES Bhawan, 2nd Floor, D-Block
Nehru Place, New Delhi-110019
Tel (O) – 011-3997039
E-mail: vivek.singh@relianceada.com

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

Annexure II

Head (PMG)
 BSES Rajdhani Power Limited
 BSES Bhawan, 2nd Floor, D-Block
 Nehru Place, New Delhi-110019
 Tel (O) – 011-4920 9037

1.) We are submitting our Bid as under: -

Arrangement I

Supply of Power By BRPL						Return of Power to BRPL				
Month	Period	Duration	Tender Quantum (Mw)	Min. Bid Quantum (Mw)	Offer by Bidder (Mw)	Period	Duration	Quantum (MW)	Trading Margin	Conversion Ratio
Nov'22	01st Nov'22 to 15th Nov'22	00:00 to 06:00	50	25						
		22:00 to 24:00	50	25						
		RTC	0	25						
	16th Nov'22 to 30th Nov'22	00:00 to 06:00	50	25						
		22:00 to 24:00	50	25						
		RTC	0	25						
Dec'22	01st Dec'22 to 15th Dec'22	00:00 to 06:00	100	25						
		22:00 to 24:00	100	25						

		RTC	0	25						
	16th Dec'22 to 31st Dec'22	00:00 to 06:00	100	25						
		22:00 to 24:00	50							
		RTC	0	25						
Jan'23	01st Jan'23 to 15th Jan'23	00:00 to 06:00	100	25						
		22:00 to 24:00	50	25						
		RTC	0	25						
	16th Jan'23 to 31st Jan'23	00:00 to 06:00	100	25						
		22:00 to 24:00	50	25						
		RTC	0	25						
Feb'23	01st Feb'23 to 15th Feb'23	00:00 to 06:00	100	25						
		22:00 to 24:00	50	25						
		RTC	50	25						
	16th Feb'23 to 28th Feb'23	00:00 to 06:00	100	25						
		22:00 to 24:00	100	25						
		RTC	50	25						
March '23	01st March '23 to	00:00 to 06:00	100	25						

15th March '23	22:00 to 24:00	100	25						
	RTC	50	25						
16th March '23 to 31st March '23	00:00 to 06:00	50	25						
	22:00 to 24:00	50	25						
	RTC	50	25						

2.) The photocopy of valid trading license issued for CERC is enclosed. (Applicable in case of Electricity Traders only)

Signature: (Authorized Signatory)

Name: _____

Designation: _____

Telephone No: _____

Fax No: _____

E-mail ID: _____

Annexure III

**SCHEDULE OF DEVIATIONS
(To be filled by Bidder)**

Sr. no	Clause no of specification	Deviations

We hereby certify that the above mentioned are the only deviations from purchaser's aforesaid specifications and general conditions. Except for the above deviations in General terms and Conditions of Tender no HOD (PMG)/BRPL/Tender/2022-23/1485 dated 18.10.2022 .all other terms and provisions are hereby accepted

Dated:

Signature of Authorized Signatory

Name: _____

Designation: _____

Annexure IV

BIDDERS COMPANY DATA:

- a) Name:
- b) Name of the Contact Person:
- c) E-Mail Address:
- d) Postal Address:
- e) Telephone:
- f) Fax Number:
- g) Inter/Intra state Trading license (Scanned copy enclosed)
 - I. Category of License (in case of traders alone)
 - II. Validity
- h) LOI of each Source (Scanned Copy enclosed)
- i) Complete details of any suit pending against/filed by Bidder in CERC / DERC / Courts / Arbitrator related with trading of Energy and details of penalties imposed in earlier decisions.
- j) Other Information, if any.

Signature of the Authorized Representative

Annexure V

FORMAT OF THE BANK GUARANTEE FOR EMD

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution.)

In consideration of (Insert name of the Bidder) submitting the Bid *inter alia* for supply of power during the period {Insert Period} on short term basis, in response to Tender (Ref no-----) Issued by **BSES Rajdhani Power Ltd** and {Insert Name of the bidder} (Hereinafter called bidder) being a bidder, required to deposit EMD as per terms of Tender, having agreed to production of a irrevocable bank guarantee for **Rupees Figures----- [Rupees words----- Only]**, as a security / guarantee for compliance of his obligations in accordance with the terms and conditions of the Tender.

{Name of Bank} ("Guarantor Bank")
Address: - New Delhi Branch
BANK GURANTEE NO: { }
DATE {Date of creation}
Amount: { }

We **{Name & Address of Bank}** (here in after referred to as "Guarantor Bank") hereby agrees unequivocally, irrevocably and unconditionally to pay **BSES Rajdhani Power Ltd** (hereinafter referred to as "Procurer") or any representative authorized by it in this behalf an amount not exceeding **Rupees {figures--- }/- [Rupees { words-----}]** on demand by the BSES Rajdhani Power Ltd .

The Guarantor Bank do hereby undertake to pay the amounts due and payable under this guarantee without any demure, merely on a demand from the **Procurer** or any representative authorized by it. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee however, our liability under this guarantee shall be restricted to an amount not exceeding **Rupees {figures---} - [Rupees {words-----}]**

The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand from the **Procurer** or its authorized representative, made in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to the Procurer or its authorized representative

We, the said bank further undertake to pay to the **Procuree** or any representative authorized by it any money so demanded notwithstanding any disputes raised by the bidder in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal.

The Guarantor Bank Further agrees that the guarantee herein contained shall remain in full force until **{Date to be inserted by Procuree}**. The Procuree shall be entitled to invoke this Guarantee until **{insert date which is one month after the date in the preceding sentence}**

Guarantor Bank further agrees that **Procuree** shall have the fullest liberty without our consent and without effecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Tender. We shall not be relieved from our liability by reason of any such variation

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at New Delhi shall have exclusive jurisdiction.

The Guarantor Bank represents that this BANK GUARANTEE has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

This BANK GUARANTEE shall not be affected in any manner by reason of merger, amalgamation, restructuring, liquidation, winding up, dissolution or any other change in the constitution of the Guarantor Bank.

This BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly the **Procuree** or its authorized representative shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against Bidder, to take any claim against or any demand on Bidder or to give any notice to the Bidder to enforce any security held by the **Procuree** or its authorized representative or to exercise, levy or enforce any distress, diligence or other process against the Bidder.

The Guarantor Bank hereby agrees and acknowledges that **Procuree** shall have a right to invoke this BANK GUARANTEE in part or in full, as it may deem fit. The bank guarantee amount will be remitted to the account of **BSES Rajdhani Power Ltd** as mentioned in written demand from the **Procuree**.

We {Name of Bank} lastly undertake not to revoke this guarantee except with the previous consent of the Procuree in writing.

Notwithstanding anything contained herein,

- (i) Our liability under this guarantee shall not exceed **Rupees {figures----}- [Rupees words-----]**

- (ii) This bank guarantee shall be valid up to **{Date to be inserted by Procurer}** The Procurer shall be entitled to invoke this Guarantee until **{insert date which is one month after the date in the preceding sentence}**
- (iii) We are liable to pay guarantee amount or any part thereof under this guarantee only if you serve us a written claim or demand at our office, **{ Name and Address of Bank Delhi Branch}** within the validity period of this Bank Guarantee. After which the bank shall discharged from this liabilities.

Dated:

Place: New Delhi