

**PROCUREMENT OF POWER ON SHORT-TERM BASIS FROM VARIOUS SOURCES
THROUGH**

TARIFF BASED COMPETITIVE BIDDING PROCESS

(As per "Guidelines for short-term (i.e. for a period of more than one day to one year) Procurement of Power by Distribution Licensees through Tariff based bidding process" issued by Government of India)

BSES RAJDHANI POWER LIMITED

INVITATION FOR BIDS

Tender No. Head (PMG)/BRPL/E Tender/2022-23 /1528 dated 14.12.2022

[Event No. BSES/Short/23-24/02]

S. No.	Event	Time
1.	Publication of Request for Proposal (RFP)/ Activation of Event	14 th December, 2022 at 15:00 hrs
2	Queries by bidders (if any)	20 th December, 2022
3	Response to bidder's queries(latest by)	21 st December, 2022
4	Last date of submission of RFP Bids including EMD	23 rd December, 2022 at 15:00 hrs
5	Opening of non-financial technical Bids	26 th December, 2022 at 11:00 hrs
6	Opening of IPOs	26 th December, 2022 at 12:00 hrs
7	Start of eRA	26 th December, 2022 at 13:00 hrs
8	Issuance of LOI and submission of signed LOI.	After the approval of Hon DERC

Hard copy of EMD and sealed bids should reach BRPL by 23rd December, 2022 by 11 .00 hrs

Bids to be submitted through	DEEP e Bidding portal
Office inviting bids & Place of submission of EMD	HOD(PMG) BSES Rajdhani Power Limited BSES Bhawan, 2nd Floor, D-Block Nehru Place, New Delhi-110019 Tel (O) – 011-49209036 Email Id: sanjay.srivastav@relianceada.com

Bidding will be done through e-bidding portal (DEEP) only as per the guidelines for short term procurement of power notified by the Ministry of Power as amended from time to time. The link for the e-bidding portal is www.mstcecommerce.com, and is also available on the website of Ministry of power (www.Powermin.nic.in) and PFC Consulting Limited (www.pfcclindia.com). Bidders are requested to familiarize the revised guidelines notified by the Ministry of power carefully before submitting the offer.

A. 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 (With LTA) within its licensed area in NCT of Delhi. BRPL wishes to invite offers from the Generators, licensed power traders and utilities (Bidders) for Purchase of power on short term basis for the period commencing from 1st April -23 to 3^{0th} Sept2023.

B. Tender fee

All the Bidders would be able to participate in the e-Bidding events on making payment of the requisite fees of Rs. 500 per MW per requisition for the total capacity sought by the Utility for that particular requisition for which the a bidder is willing to bid, to PFCCL. The requisite fee plus applicable taxes shall be deposited through the portal by e-Payment Gateway provided by MSTC Ltd. After the completion of the bidding process, only successful Bidder(s) will have to pay these charges for the quantum allocated to each bidder. The balance amount will be refunded by PFCCL within seven (7) working days without any interest. The fee deposited by non-Selected Bidder(s) will also be refunded by PFCCL within seven (7) working days of completion of the event without any interest.

C. Quantum

BRPL invites bids through e-tender for purchase of power on Firm basis under Short term Power Procurement from various sources as specified in table shown hereunder.

BRPL Quantum for Purchase of power during Summer's2023				
Month	Period	Duration	Initial Tender Quantum (Mw)	Delivery Point
April'2023	01st April'23 to 15th April'23	RTC	200	BRPL Periphery (Interconnection with STU)
	16th April'23 to 30th April'23	RTC	200	
May'2023	01st May'23 to 15th May'23	RTC	300	
	16th May'23 to 31st May'23	RTC	350	
June'2023	01st June'23 to 15th June'23	RTC	500	

	16th June'23 to 30th June'23	RTC	500
July'2023	01st July'23 to 15th July'23	RTC	500
	16th July'23 to 31st July'23	RTC	350
Aug'2023	01st Aug'23 to 15th Aug'23	RTC	300
	16th Aug'23 to 31st Aug'23	RTC	300
Sep'2023	01st Sep'23 to 15th Sep'23	RTC	350
	16th Sep'23 to 30th Sep'23	RTC	150

Also BRPL may choose any/all fortnight/months for Purchase of Power as per its requirement. Each requisition above RTC shall be treated as separate and distinct

D. Qualification Criteria

The qualifying requirements for a bidder to bid for this tender are as follows:

- i. The bidder must quote not less than 25 MW quantum of power from single source of generation.
- ii. The quantum of power offered by the bidder shall be firm power for the duration mentioned above.
- iii. The bidder must submit the details of bidder company details as per annexure 'I' of tender specification for consideration of their bid.
- iv. If Bidder is a Trader, it should submit a copy of valid Category license or equivalent Trading License issued by Appropriate Commission.
- v. If Bidder is a Trader, it should submit a copy executed a power purchase agreement or an equivalent arrangement for supply of power.

NOTE: Bidders who are found qualified in technical Bid shall only be considered for opening of Financial Bid (IPOs)

E. Earnest Money Deposit (EMD)/ Bank Guarantee (BG)

The Bidders are required to submit EMD for the maximum capacity which they wish to offer (in single bid or sum total of multiple bids) @ Rs. 30,000/- per MW per month on RTC (30 days, 24 hours) basis and same shall be reduced on prorata basis in case bids are invited on hourly basis, in the form of Bank Guarantee /e-Bank Guarantee issued by any Nationalized/Scheduled Bank or Electronically Transfer through payment gateway provided by MSTC Ltd. in the portal. The bank details of BRPL are as under:-

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**

For Example: For a requirement of 1 MW for 15 days for 4 hours, the EMD shall be Rs. 30,000 x (15 days / 30 days) x (4 hrs / 24 hrs) = Rs. 2,500/-

The EMD shall be forfeited:

- If Bidder withdraws bid during Bid Validity Period except as provided in these guidelines.
- For non-submission of Contract Performance Guarantee by Successful Bidder(s).

The EMD shall be refunded to the unsuccessful Bidders within 10 days of expiry of Bid validity period.

The EMD of the Successful Bidder(s) shall be refunded after furnishing the Contract Performance Guarantee (CPG).

F. Contract Performance Guarantee (CPG)

- a. The Successful Bidder(s) may be required to furnish CPG within 7 days from the date of selection of Successful Bidder(s) for an amount calculated at **Rs. 2 lac** per MW per month (30 days, 24 hours) of contract period or part thereof. The CPG for the procurement of power on hourly basis shall be calculated on pro-rata basis as per the example given above for calculating EMD.
- b. The CPG shall be in the form of BG issued by any Nationalized/Scheduled Bank and valid for the period of Contract with a claim period of 1 month after the expiry of contract period.
- c. In the event, the CPG is not furnished within the stipulated date, the EMD submitted against the Notification shall be forfeited.
- d. The CPG provided by the Successful Bidder(s) shall be forfeited for nonperforming the contractual obligations. The CPG should be released within 30days after completion of Contract Period.

G. Bid Validity Period:

The offer shall remain valid till 45 days from e-RA or till the time of signing of LOA (whichever is earlier) 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.

H. Tariff Structure

- The Bidder shall quote the single tariff at the Delivery point i.e. BRPL periphery (BRPL Interconnection with Delhi STU) up to (3) decimals which shall include capacity charge, energy charge, trading margin (in case of Bidder being a Trader), open access charges, applicable Transmission charges & transmission losses (including Delhi SLDC Fees and Charges), Delhi

STU charges all taxes and duties cess etc, imposed by Central Govt. / State Govt. / Local bodies.
Tariffs shall be designated in Indian Rupees only.

- The bidder shall quote tariff at delivery point (BRPL periphery) as per latest Central Electricity Regulatory Commission (Sharing of Inter-State Transmission Charges and Losses) Regulations, 2020 / Orders regarding STOA charges & losses etc as applicable .before bid submission.
- The bidder must submit the undertaking on Notarized stamp paper regarding Tariff Declaration as per Annexure 'II' of tender specification for consideration of their bid.
- CERC (Sharing of Inter-State Transmission Charges and Losses) Regulations, 2020 & subsequent clarification issued by NRLDC vide dated 29.11.2020, transmission charges Injection / Withdrawal charges are not applicable on BRPL being a discom having LTA.. The Successful bidders/traders would be required to apply Short Term Open Access on behalf of BRPL (beneficiary in this case is BRPL) in such a manner that separate CTU charges upto delivery point are neither to be billed to BRPL nor payable by the bidder in respect of this transaction and the same is dealt within BRPL long term Transmission Access (LTA) as per the provisions of CERC Sharing Regulations' 2020. Further, the bidders/traders should ensure that they are able to supply their contracted quantum within the supply period offered by them.
- Bidder may file application on behalf of buyer (BRPL). The transmission charges (excluding withdrawal CTU charges), if any, transmission losses (Injection Withdrawal and Delhi STU losses), RLDC charges, application/ concurrence charges or any other charges covered under Open Access Regulations notified by Central Electricity Regulatory Commission (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 i.e. all the transmission charges (excluding withdrawal CTU charges), transmission losses, STU charges , load dispatch center charges, application/ concurrence charges or any other charges for purchase of energy up to the delivery point , if applicable, and Delhi SLDC application fee (@Rs.5000+18% GST) shall be borne by Seller/bidder. However any change in withdrawal charges on Implementation of General Network Access(GNA) Regulations for T-GNA shall be on account of buyer

- In case of subsequent Implementation of General Network Access(GNA) Regulations , any change in procedure that leads to alterations / cancellation in the booked open access corridors under STOA shall be considered as change in law and bidder shall not be liable to bear any financial loss on account of the same .
- Procurer may also provide flexibility to the Bidder(s) to bid for a part of the tendered quantity Subject to a given minimum quantity.
- Successful bidder(s) shall be applying for the short term open access booking as per the latest open access Regulations / Guidelines in vogue. The successful bidder(s) shall be responsible for the delivery of power at BRPL periphery.
- The tariff should be constant and there shall be no escalation during the contractual period. If Bids are invited for different time slots then tariff may be different for each time slot.
- If the power is being supplied through alternate source, additional charges and losses if any, due to cancellation of existing corridor and booking of new corridor etc., shall be to the account of Bidders.
- Kindly note that acceptance or rejection of alternate source shall be solely at discretion of BRPL.

I. 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).

J. 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.

K. Payment of Liquidated Damages for failure to supply the Instructed Capacity:

- Both the parties would ensure that actual scheduling does not deviate by more than 15% of the contracted power as per the approved open access on monthly (requisition) basis.
- In case deviation from Procurer side is more than 15% of contracted energy for which open access has been allocated on monthly (requisition) basis, Procurer shall pay compensation at 20% of Tariff per kWh for the quantum of shortfall in excess of permitted deviation of 15% while continuing to pay open access charges as per the contract.
- In case deviation from Seller side is more than 15% of contracted energy for which open access has been allocated on monthly (requisition) basis, Seller shall pay compensation to Procurer at 20% of Tariff per kWh for the quantum of shortfall in excess of permitted deviation of 15% in the energy supplied and pay for the open access charges to the extent not availed by the Procurer.

L. Consequences on Sale of Contracted Power to Third Party without consent of the Procurer

- In case the Seller fails to offer the contracted power as per the Agreement to the Procurer and sells this power without Procurer's consent to any other party, the Procurer shall be entitled to claim damages from the Seller for an amount equal to the higher of : (a) twice the Tariff as per the PPA for the corresponding contracted power; and (b) the entire sale revenue accrued from Third Parties on account of sale of this contracted power. These damages shall be in addition to Liquidated Damages as per clause of existing tender, for failure to supply the Instructed Capacity.
- On a complaint to this effect by the Procurer to the concerned load dispatch center, the Seller shall be debarred from participating in power exchanges and also from scheduling of this power in any short term/ medium term / long term contracts from that generating station for a period of three months from the establishment of default, in the complaint. The period of debarment shall increase to six months for second default and shall be one year for each successive default."

M. Payment term/Payment security to be made available by the Procurer

The Procurer shall be required to provide revolving Letter of Credit (LC) equivalent to 100% of the weekly energy corresponding to Contracted Capacity at the tariff indicated in LOA. LC shall be opened prior to commencement of supply of power.

N. Bid submission and evaluation:

1. To ensure competitiveness, the minimum number of Bidders should be at least two for each requisition. If the number of Bidders responding to the RfP is less than two, and Procurer still wants to continue with the selection process, the selection of that single Bidder may be done with the consent of the Appropriate Commission.
2. The process of e-Bidding shall be conducted online, in accordance with the provisions laid herein. Each e-Bidding event shall comprise of two parts i.e. e-Tender and e-Reverse Auction. An event may have multiple requisitions (i.e. independent requirements of power at different time or places). To participate in the event each Bidder will have to specify the source(s) of power for that particular bid. Each bid will have only one price per requisition accompanied by total quantum of power, the Bidder intends to supply and minimum threshold quantum acceptable to the Bidder. However, the Bidder shall have the option to choose the requisition of an event in which it intends to participate. Each of the bid will have to be signed by the Digital Signature of the Bidder.
3. The Bidder shall use one Digital Signature to submit bid through one login and for each login the Bidder may submit only one price bid from one source. However, against each requisition the bidder have the option to bid multiple bids from separate logins either from same or different sources.
4. The process of bidding shall be conducted electronically. For this purpose, provisions like registration, log in, downloading and uploading etc. in the e-Bidding portal shall be specified in the Bid document. An event involves both e-Tender and e-Reverse auction process. Each event of the auction would require independent Digital Signature of the Bidder. An event may have requirement of power at different time and period.

5. Bidders shall be required to submit separate non-financial technical Bid and Financial Bids i.e. Initial Price Offer (IPO) through e-Bidding portal. The Bidder will have the option to indicate their minimum threshold quantity and the same would be considered for allocation of power to the Bidder(s). The non-financial Bids shall contain the acceptance of general terms and conditions without any deviation and information about the sources from which the Bidder shall supply the power. Bidders shall also be required to furnish necessary EMD/Bank Guarantee along with the Bids. The Bidders can revise their IPOs before date and time of submission of RfP. BRPL or its authorized representative can seek clarifications/documents required in connection with technical bid. After acceptance of the non-financial technical Bids, the Financial Bids shall be opened as per the procedures specified in the Bid document.
6. The IPO shall be strictly as per the format prescribed in the RfP and shall be unconditional. The conditional price bid shall be summarily rejected.
7. In the event, if two or more Bidders quote the same amount of Tariff during IPO and e- Reverse Auction stage, the time of submission of bid will be the deciding factor for their ranking.
8. The elimination of the Bidders shall be done by the following method:
 - a. After the opening of Initial Price Offers, the system will rank the Bidders according to their price bids. The Bidder with the highest price bid in IPO stage will be called the HI Bidder. The system will then analyze all the quantities offered by the Bidders in the IPO stage. If the total quoted quantity is greater than twice the Requisitioned Quantity, the Highest Bidder(HI) will be eliminated provided that the total quoted quantity after elimination is not less than or equal to twice the Requisitioned Quantity.
 - b. The Elimination process will be done for each of the requisition separately. One event may have more than one requisition.
9. The shortlisted Bidder after elimination will be intimated individually by system generated emails only.
10. The shortlisted Bidder after elimination will be intimated individually by system generated emails only. The Reverse Auction should start within 120 minutes of opening of Initial Price Offers and shall continue for a period of next 120 minutes.

Provided that during the last 10 (ten) minutes before the scheduled close time of e-Reverse auction, if a price bid is received which is lower than the lowest prevailing price bid recorded in the system during e-Reverse auction, the close time of e-Reverse Auction will be automatically extended by 10(ten) minutes from the time of the last price bid received. This process of auto extension will continue till there is a period of 10 (ten) minutes during which no price bid are received which is lower than the prevailing lowest price bid.

11. During the Reverse Auction the Bidders will have the option of reducing the tariff quoted by them in decrements of one paisa or multiples thereof and to increase the quantum quoted by them

by 1 MW or multiples thereof. During the Reverse Auction the prevailing Lowest Tariff would be visible to all the Bidders.

12. The Bidders will have the option to increase the quantum of power upto corresponding to the value of EMD submitted along with IPO, but decrease the Tariff during the e- Reverse Auction process.
13. The Bidder after the e-RA process will be ranked in accordance with the tariff offered in ascending order. The list would also include the name, quantum offered and tariff quoted by those qualified Bidder(s) who have not changed the quantum of power and tariff from IPO stage to e-RA stage. The Bidder(s), in order of their rankings, offering the quantum of power upto the requisitioned capacity would be the Successful Bidder(s). BRPL may procure power from the Successful Bidders in the order of their rankings decided on the basis of tariff quoted by them until the entire Requisitioned Capacity is met.
14. The Procurers shall have the right to issue Letter of Award (LoA) to the Successful Bidder(s) [Selected Bidder(s)] in the same order to fulfill its requirement, which can be lower than the Requisitioned Capacity but not less than the quantum of Lowest Bidder. In the event Procurer rejects or annuls all the Bids, it may go for fresh Bids hereunder.
15. In case BRPL fails to issue the LoA within bid validity period upto 45 days (or extension thereof) from the close of e-Reverse Auction the Successful Bidder(s) shall have the option to exit without forfeiting the EMD.. In case the Selected Bidder(s) is allocated a quantity of power less than the minimum threshold quantum mentioned by it, it shall have the option to exit without forfeiting the EMD.
16. In case the LOA is issued but Selected Bidder(s) is/are not in a position to fulfill the requirement, being selected in another bidding process the EMD/CPG shall be forfeited as the case may be.
17. After selection, a Letter of Award (the "LOA") shall be issued, in duplicate, by BRPL to the Selected Bidder(s) and the Selected Bidder(s) shall, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder(s) is not received by the stipulated date, BRPL may, unless it consents for extension of time for submission thereof, forfeit the EMD of such Bidder as Damages on account of failure of the Selected Bidder(s) to acknowledge the LOA.
18. After acknowledgement of the LOA by the Selected Bidder(s), The Selected Bidder(s) shall not be entitled to seek any deviation, modification or amendment in the LOA. BRPL would appropriate the EMD of such Bidder as Damages on account of failure of the Selected Bidder(s).
19. The Procurer, in its own discretion, has the right to reject all Bids if the Quoted Tariffs are not aligned to the prevailing market prices.

O. 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, amongst more than one selected bidder for the same month.(the quantity will be awarded in the order of lowest to highest rate i.e. after exhausting bided quantum of lowest bidder considering transmission availability etc). 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.

P. 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 formed part of bid documents.

Q. Address of the contact person:

Sh. Anand Kumar Gera
Addl VP (PMG)
BSES Rajdhani Power Limited
BSES Bhawan, 2nd Floor, D-Block
Nehru Place, New Delhi-110019
Tel (O) – 011-49209937
E-mail: anand.gera@relianceada.com

Sh Vivek Singh
Sr Manager (PMG)
BSES Rajdhani Power Limited
BSES Bhawan, 2nd Floor, D-Block
Nehru Place, New Delhi-110019
Tel (O) – 011-49207039
E-mail: vivek.singh@relianceada.com

R. 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,



Sanjay Srivastav
HOD (PMG)
BSES Rajdhani Power Limited



General Term & conditions

1. QUANTUM

BRPL invites bids from various sources through e-tender for purchase of power on Firm basis under Short term Power Procurement as specified in table shown hereunder.

2. Delivery Point: BRPL Periphery (Interconnection of BRPL with Delhi Transmission system)

3. Quantum

BRPL Quantum for Purchase of power during Summer's2023				
Month	Period	Duration	Tender Quantum (Mw)	Delivery Point
April'2023	01st April'23 to 15th April'23	RTC	200	BRPL Periphery (Interconnection with STU)
	16th April'23 to 30th April'23	RTC	200	
May'2023	01st May'23 to 15th May'23	RTC	300	
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June'2023	01st June'23 to 15th June'23	RTC	500	
	16th June'23 to 30th June'23	RTC	500	
July'2023	01st July'23 to 15th July'23	RTC	500	
	16th July'23 to 31st July'23	RTC	350	
Aug'2023	01st Aug'23 to 15th Aug'23	RTC	300	
	16th Aug'23 to 31st Aug'23	RTC	300	
Sep'2023	01st Sep'23 to 15th Sep'23	RTC	350	
	16th Sep'23 to 30th Sep'23	RTC	150	

4. Transmission Charges and Losses:

All the open access charges, transmission charges including Delhi STU charges & losses, Scheduling Charges, operating charges, Application fee of SLDC upto delivery point including delivery point shall be borne by Bidder.

And the same beyond delivery point, if any, shall be borne by BRPL.

5. Open Access:

Both BRPL and Bidder shall schedule this power in full except in case of Force Majeure. The scheduling and Dispatch of the power shall be co-ordinated with respective RLDC(s) as per the relevant provisions of IEGC and framework of ABT and the decisions of the SLDC(s), RLDC(s) and RPCs.

The Bidder shall book the open access on firm basis in accordance with procedure of Bilateral Transaction based on CERC OA regulation dated 25th Jan 2008 and subsequent amendments from time to time.

Application for Open Access shall be made by bidder on behalf of BRPL. Timely application shall be made to ensure supply of contracted capacity at Delivery Point.

Any consequences towards delay in application shall be to the account of bidder. BRPL shall have the right to surrender/cancel Open Access at any time due to any unforeseen circumstances. Bidder shall have to respond immediately on request from BRPL and arrange to surrender/cancel Open Access.

Final Energy accounting will be as per the REA /FBSM issued by the concerned RLDC/RPC/SLDC.

Reduction of supply/off take of power shall be uniform for all hours of the day.

In case of reduction or cancellation of open access schedule the defaulting party will bear all open access charges thereof in accordance of procedure for scheduling of bilateral transaction by PGCIL dated 28.01.2008 and subsequent amendments from time to time.

6. Billing:

For the supply of power by Bidder during a calendar month, Bidder shall raise weekly bills on provisional schedule issued by SLDC/RLDC(s). For the purpose of weekly bills, each month will be divided into four parts starting from 00:00 hrs. of the 1st, 9th, 16th and 24th Day of the month to 24:00 hrs. of 8th, 15th, 23rd and last day of the month respectively. After receipt of REA of concerned RPC / Accounting Statement of Delhi SLDC, final bill shall be raised for necessary adjustments.

7. Payment(s):

a. Energy Bill :-

BRPL shall make payment to bidder bank account within 7 days of the receipt of the bill (excluding the day on which bill is received). In case due date falls to be on Sundays / Bank holidays then the next working day would be treated as due date.

b. Open Access Bill /Compensation bill:-

The due date for the payment of bill is 7 days from the issue of bill (excluding the day on which the bill is received). No rebate is applicable on open access bills and Compensation Bills (with GST if applicable)

Surcharge on delayed payment (if any) for all the bills shall be as follows:

1.25% per month on all outstanding payments after the due Date of payment.

8. Rebate:

A rebate of 2% shall be applicable on energy bills, if the payment is made within the Due Date.

9. Force Majeure Events shall mean the occurrence of any of the following events:-

- Any restriction imposed by RLDC/SLDC in scheduling of power due to breakdown of Transmission/Grid constraint shall be treated as Force Majeure without any liability on either side.
- Any of the events or circumstances, or combination of events and circumstances such as act of God, exceptionally adverse weather conditions, lightning, flood, cyclone, earthquake, volcanic eruption, fire or landslide or acts of terrorism causing disruption of the system.
- The contracted power will be treated as deemed reduced for the period of transmission constraint. The non/part availability of transmission corridor should be certified by the concerned RLDC/SLDC.
- The procurer would return the CPG in case of non-availability of transmission corridor during the contract period.

10. Change in Law :-

Change in Law shall include

- Any change in transmission charges and open access charges
- Any change in taxes (excluding income tax), duties, cess or introduction of any tax, duty, cess made applicable for supply of power by the Seller
- Any income/gain to the Seller due to change in transmission & OA charges etc. after bid submission, shall be passed on to the Procurer.
- Any expenditure/loss to the Seller due to change in transmission & OA charges etc. after bid Submission, is to be claimed from the Procurer

11. Details of the Bidder (In case of the Bidder being a trading licensee):

In case the Bidder is trading licensee, LOA/Agreement with the seller/generator shall be attached with the Bid.

12. Arbitration

Where any dispute arises claiming any change in or regarding determination of the tariff or any tariff related matters, or which partly or wholly could result in change in tariff, such dispute shall be adjudicated by the Appropriate Commission.

All other disputes shall be resolved by arbitration under the Indian Arbitration and Conciliation

Act, 1996.

13. Disclaimer

Neither BRPL nor its employees shall be liable to any Bidder or any other person under any law including the law of contract, tort, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise, or be incurred, or suffered, in connection with the bid, or any other information supplied by or on behalf of BRPL or its employees.

Annexure I

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) LOA 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

Tariff Declaration

(To be executed on the non-judicial stamp paper)

It is hereby declared that on the date of submission against BRPL tender Head(PMG)/BRPL/E Tender/2022-23/1528 the tariff quoted is including the transmission charges of Paisa/kWh till the delivery point (BRPL Periphery).Transmission charges for STOA shall be applicable on the applicant being Seller or trader on behalf of buyer.

It is hereby undertaken that bid are duly complaint as per latest Central Electricity Regulatory Commission (Sharing of Inter-State Transmission Charges and Losses) Regulations, 2020 / Orders regarding STOA charges & losses etc as applicable before bid submission.

Signature of the Authorized Representative

Annexure III

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 **Procurement** 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 Procurement or its authorized representative

We, the said bank further undertake to pay to the **Procurement** 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 Procurement}**. The Procurement shall be entitled to invoke this Guarantee until **{insert date which is one month after the date in the preceding sentence}**

Guarantor Bank further agree that **Procurement** 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 **Procurement** 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 **Procurement** 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 **Procurer** 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 **Procurer**.

We { Name of Bank } lastly undertake not to revoke this guarantee except with the previous consent of the Procurer 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

Annexure IV

**Format for Anti-collusion Affidavit
(To be executed on the non-judicial stamp paper)**

We hereby certify and confirm that in the preparation and submission of this proposal, we have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed or thing which is or could be regarded as anti-competitive/formation of cartel.

We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or agency in connection with instant proposal.

Date this..... Day of..... 2022.

Name of the Bidder

Signature of the authorized person

Name of the authorized person

Annexure 'V'
DECLARATION

(To be executed on a non-judicial stamp paper of Rs. 100/- with a revenue stamp
of Rs. 1/- affixed)

Note: Scanned copy of relevant citations along with this Annexure should be submitted

Tender invited by:-

HOD (PMG)

BSES Rajdhani Power Limited

BSES Bhawan, 2nd Floor, D-Block

Nehru Place, New Delhi-110019

Tel (O) – 011-49209037

Purchase of power for the period of 1-04-2023 to 30-09-2023

Name of Tenderer:

Specification No:- Head(PMG)/BRPL/E Tender/2022-23/1528 dated 14.12.2022

In consideration of the BSES Rajdhani power ltd. having treated the tendered to be an eligible person whose tender may be considered the Tendered agrees to the condition that the proposal in response to the above invitation shall not be withdrawn before 15 days (or any extension thereof) from the E-bid reverse auction of the tender also to the condition that if hereafter the Tenderer does withdraw his proposal within the said period, the Earnest Money deposit by him may be forfeited to the BSES Rajdhani power Ltd. and at the discretion the purchaser, the Purchaser may debar the Tendered from tendering for a minimum period of one year.

Reckoned from the date of opening of the tender.

Signed this day of

Place

Signed by
State title (whether)

Witness:

Name of the firm

Signature

Address of the firm

Name Seal of the firm

Address