



BSES Rajdhani Power Limited

Bid Document for
Banking of Power by BRPL

Banking of Power for
01.12.2016 to 30.09.2017

Through: Competitive Bidding

COMMERCIAL AND GENERAL CONDITIONS

TENDER NO: Head (PMG)/BRPL/Tender/2016-17/2887
Date:21.11.2016

Head of Department

Power Management Group

BSES Bhawan, 02nd Floor, B-Block

Nehru Place, New Delhi – 110019

Phone No. 011-39999037;

Fax No. 011-39999454

bhanu.gehlot@relianceada.com

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 for the period commencing from 1st Dec 2016 to 30th Sept 2017. BRPL shall prefer to bank the power with traders/utilities who are ready to accept the power from Gencos with whom BRPL is having long term agreement. Similarly BRPL can also accept return of power from Gencos of Utilities.

2. Banking of Power:

Utility/Trader shall return the above 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 to BRPL (On Annexure – II). BRPL shall prefer to take return during May 17 to Sept 17 during 12-24 hrs. 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 opening of tenders.

- **Part A –**

- Covering Letter
- Earnest money deposit in the form of Bank Guarantee in favour 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.
- 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 shall 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 rightly rejected. The price bids will be opened in the presence of the representative of the qualifying bidders who choose to attend.

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, B-Block
Nehru Place, New Delhi-110019
Fax No. 011-39999454
Tel (O) – 011-39999037

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:

BRPL shall intimate the intent of power swap (banking) arrangement to the successful Bidder(s) through a Letter of Intent (LOI) to be dispatched by e-mail/Fax. Successful Bidder shall convey his acceptance of Letter of Intent within 2 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 shall be deemed as having entered into 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 LOI 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.1.00 Lac (Rupees One 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 Companies / Undertakings / 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, Corporate Account group Branch, 11th and 12th Floor, Jawahar Vyapar Bhawan,1, Tolstoy Marg ,New Delhi 110001.
- Account Number: 00000010277791773
- RTGS Code: IFSC CODE: SBIN0009996

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 30 days from the date of opening of bid ("Bid Validity Period") and the Bidders shall have no right to withdraw the offer or alter any terms and conditions during the period of validity. In case the bidder withdraws or alters any terms and conditions during the period of validity, EMD submitted by the bidder may be forfeited.

8. Back to Back Arrangement:

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



Anand Gera
AVP (PMG)
BSES Rajdhani Power Limited



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: Supply By BRPL (on As and when Available basis)

Month	Period	Duration Hrs	Quantum Mw
Dec-16	01-12-16 to 15-12-16	00-06	Up to 150
		06-12	
		12-18	
		18-24	
	16-12-16 to 31-12-16	00-06	Up to 150
		06-12	
		12-18	
		18-24	
Jan-17	01-01-17 to 15-01-17	00-06	Up to 150
		06-12	
		12-18	
		18-24	
	16-01-17 to 31-01-17	00-06	Up to 150
		06-12	
		12-18	
		18-24	
Feb-17	01-02-17 to 15-02-17	00-06	Up to 200
		06-12	Up to 150
		12-18	Up to 150
		18-24	Up to 200
	16-02-17 to 28-02-17	00-06	Up to 200
		06-12	Up to 150
		12-18	Up to 150
		18-24	Up to 200

Mar-17	01-03-17 to 15-03-17	00-06	Up to 200
		06-12	Up to 150
		12-18	Up to 150
		18-24	Up to 200
	16-03-17 to 31-03-17	00-06	Up to 200
		06-12	Up to 150
		12-18	Up to 150
		18-24	Up to 200
		22-24	Up to 150

Arrangement B: Return to BRPL

Return in summer months i.e. May'17 to Sept'17 preferably during 12-24 hrs and 00-02 hrs

2. Delivery Point:

The Delivery Point in either case shall be Interconnection of STU with CTU of exporting utility.

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 of the exporting utility shall be to the account of importing utility

4. Scheduling:

Scheduling of power shall be as per IEGC and shall include, following:

Buying Utility shall schedule this offered power in full, except in case of transmission constraints. The scheduling and dispatch of power shall be coordinated with the respective RLDCs as per the relevant provision of IEGC and the other decisions of RLDC and RPCs and Delhi SLDC.

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 to BRPL account through ECS/EFT/RTGS. However, for delay in payment beyond due date, surcharge will be applicable @ 1.25% per month.

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

6. Trading margin:

The trader (i.e. bidder) is required to specify the minimum trading margin for the quantum of power supplied to BRPL. No trading margin will be allowed on the quantum supplied by 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 preferred.

7. Payment Security Mechanism:

Payment security mechanism @ Rs. 4.00/-unit in favour of BRPL in the form of LC which will be increased every month in advance, corresponding the cumulative quantum of power to be banked by BRPL during the following month. All LC charges i.e. opening, operation/negotiation/recoument shall be borne by the Trader.

Alternatively BRPL may take SLDC consent for return of power to BRPL. 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.

8. Energy Accounting:

- i) For the power supplied to BRPL by trader/utility during entire month, trader/utility shall issue a certified energy statement to BRPL based on the REA issued by nodal RPC.
- ii) For the supply of banked power to trader/utility by BRPL during entire month, BRPL shall issue a certified energy statement based on REA issued by nodal RPC.
- iii) 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. Payment of Liquidated damages for failure to supply the instructed capacity:

Without prejudice to the provisions of force majeure, both BRPL and trader/utility shall schedule full quantum of power for the monthly (calendar month) energy, for which Open Access is granted at the time of supply of power by BRPL and return of power by trader/utility. BRPL shall endeavor to supply the power to the extent the capacity approved for Open Access for a month in energy terms. However, in case of exigency, resulting in less availability of power, BRPL may reduce the quantum upto 50% of approved open access in terms of energy without any liability on either side. The trader/utility shall respond and take immediate action for surrendering of corridor as requested by BRPL for this purpose. The trader/utility may request to reduce the

quantum upto 20% of approved open access with mutual consent.

For returnable power, the Utility/trader should apply for full quantum of power as indicated by him in the tender. No force Majeure Clause except congestion shall be applicable during return of power by Utility /Trader to BRPL.

In case the trader/utility fails to schedule 80% of the monthly (calendar month) energy in the manner as mentioned by him in the tender or the energy for which Open Access is initially granted or if the open access is curtailed or restricted because of the trader/utility not applying for open access as provided in para 4, trader/utility shall be liable to return the shortfall energy in the subsequent month with additional premium of 5% of shortfall for each month's delay.

Alternatively, the Trader/Utility shall compensate BRPL @ Rs.1.00/kwh (Rupees one per kwh) for the difference (shortage) quantity. While paying the compensation, trader/utility would still have to return the returnable energy. The remaining returnable energy would be returned in the remaining months of the contracted period in the same proportion as mentioned in the Lol. At the time of final settlement (under Clause 11), the amount of compensation paid by the trader/utility, if any, shall be adjusted only for the units for which compensation has already been paid.

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

(A) 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.4.00/kwh. In case quantum of power returned by the trader / utility is less than 99.5% of the quantum returnable by it, the trader/utility will pay for the entire shortfall energy at the rate of Rs.5.00/kwh. In case quantum returned is more than the quantum returnable by the trader, BRPL will pay for such energy at the rate of Rs.3.00/kwh.

(B) In case the balance power is within 20% of the total returnable quantity, the trader/utility would have the option apart from (A) above, to return the (balance shortfall) power to BRPL in the subsequent month with the premium of 5% over and above the contracted return percentage. In case of further delay in return, the premium will be increased by another 5% per month. Alternately, the shortfall in return quantum shall be settled by BRPL at the rate of at Rs.5.00/kwh.

(C) In case trader/utility is willing to return the banked power during contracted period and BRPL fails to schedule resulting in shortfall than shortfall quantum shall be scheduled in subsequent month(s) or as mutually agreed.

The settlement clause shall remain independent of clause 10 above. The date for finalizing above clause shall be one month after the expiry of contract period. The authority to exercise this option shall be at the sole discretion of BRPL.

11. Force Majeure:

A "Force Majeure Event" shall mean any event or circumstance or combination of events or circumstances (not otherwise constituting an Indian political Event) that

adversely affects, prevents or delays any party in the performance of its obligation in accordance with the terms of this Agreement, but only if and to the extent

(i) Such events and circumstances are not within the reasonable control of the affected party and

(ii) Such events or circumstances could not have been prevented through employment of prudent Utility Practices.

Neither party shall be in breach of its obligations pursuant to this understanding to the extent that the performance of its obligation was prevented, hindered or delayed due to Force Majeure Event, and without in any way prejudicing the obligation of either party to make payments of amounts accrued due to prior to the occurrence of the event of Force Majeure, which shall be payable on the original Due Date.

Force Majeure events shall include but limited to:

- a) Act of war, invasions, armed conflict, blockade, revolution, riot, insurrection, or civil commotion, terrorism, sabotage, fire or criminal damage.
- b) Act of God, including fire, lightning, cyclone, typhoon, 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.

12. 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.

13. 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.

14. 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.

15. Other important dates and information:

1	Last date and time of submission of tender document	01.12.16 up to 15:00 Hrs
2	Date and time of opening of tender document	01.12.16 at 15:15 Hrs
3	Earnest money Deposit (in the form of Bank Guarantee in Favor of BSES RAJDHANI POWER LIMITED, payable at Delhi	Rs. One Lakh (Rs 1 Lakh)
4	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.

16. Address of contact person of BRPL.

Ms. Bhanu Gehlot
Manager (PMG)
BSES Rajdhani Power Limited
BSES Bhawan, 2nd Floor, B-Block
Nehru Place, New Delhi-110019
Fax No. 011-39999454
Tel (O) – 011-39999097
E-mail: bhanu.gehlot@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, B-Block
 Nehru Place, New Delhi-110019
 Fax No. 011-39999454
 Tel (O) – 011-39999037

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

Supply By BRPL on As and When Available Basis						Return to BRPL			
Month	Period	Duration Hrs	Quantum MW	Offer By Bidder	Trading Margin	Period	Duration	Quantum (MW)	Conversion Ratio
Dec-16	01-12-16 to 15-12-16	00-06	Up to 150						
		06-12							
		12-18							
		18-24							
	16-12-16 to 31-12-16	00-06	Up to 150						
		06-12							
		12-18							
		18-24							
Jan-17	01-01-17 to 15-01-17	00-06	Up to 150						
		06-12							
		12-18							
		18-24							
	16-01-17 to 31-01-17	00-06	Up to 150						
		06-12							
		12-18							
		18-24							
Feb-17	01-02-17 to 15-02-17	00-06	Up to 200						
		06-12	Up to 150						
		12-18	Up to 150						
		18-24	Up to 200						
	16-02-17 to 28-02-17	00-06	Up to 200						
		06-12	Up to 150						
		12-18	Up to 150						
		18-24	Up to 200						
Mar-17	01-03-17 to 15-03-17	00-06	Up to 200						
		06-12	Up to 150						
		12-18	Up to 150						
		18-24	Up to 200						

	16-03-17 to 31-03-17	00-06	Up to 200						
		06-12	Up to 150						
		12-18	Up to 150						
		18-24	Up to 200						
		22-24	Up to 150						

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 tenderer)

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/2016-17/2887 dated 21.11.2016 all other terms and provisions are hereby accepted

Signature of Authorized Signatory

Dated.

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 (incase 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 GUARANTEE 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 **Procuree** 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 Procuree 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 agree 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 **Procurer** 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