

BSES Rajdhani Power Limited

Bid Document for
Banking of Power by BRPL

Banking of Power for

01.05.2017 to 31.03.2018

Through: Competitive Bidding

COMMERCIAL AND GENERAL CONDITIONS

TENDER NO: Head (PMG)/BRPL/Tender/2016-17/2995

Date: 12-01-17

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 Utilities/Gencos/Traders (Bidders) for banking of power on a short term basis for the period commencing from 01 May 2017 to 31st March 2018.

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). Preference shall be given to the Utilities/Gencos/Traders who will accept the return of power by BRPL in Winter months (during night hrs) and with minimum 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:

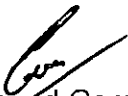
In case the bidder is Trading Licensee, back to back Lol / Agreement with the importing utility shall be attached with the bid. Bids received without Lol / Agreement with the importing utility, shall be liable for rejection.

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
Asst. V.P. (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 to BRPL

Month	Period	Duration	Quantum
May-17	01-05-17 to 15-05-17	00-24	25
		00-02	125
	16-05-17 to 31-05-17	00-24	50
		00-04	200
		11-24	150
Jun-17	01-06-17 to 15-06-17	00-24	75
		00-04	200
		11-24	175
	16-06-17 to 30-06-17	00-24	100
		00-04	175
		11-24	200
Jul-17	01-07-17 to 15-07-17	00-24	50
		00-03	200
		11-24	200
	16-07-17 to 31-07-17	00-24	50
		00-03	175
		11-24	175
Aug-17	01-08-17 to 15-08-17	00-02	100
		21-24	100

*Minimum bid quantum shall be for 25 MW.

*Bids from NR shall be preferred and power from other regions shall be considered based on corridor availability.

Arrangement B: Return by BRPL

Power received shall be returned during winter i.e. Nov17 to March 18

2. Delivery Point:

The Delivery Point in either case shall be Regional periphery 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:

BRPL shall provide SLDC consent for return of power to Utilities/Gencos/Traders. Both Utilities/Gencos/Traders 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:

During supply of Power to BRPL without prejudice to the provisions of Force Majeure, once Open Access quantum is approved and Utility/ Gencos thereafter revises the schedule of power to the extent of below 85% of approved Open access quantum in energy terms in a month, then Utility/Gencos shall pay compensation @ 100 Paisa /kWh for the quantum which falls short of 85% of approved open access quantum. Similarly, if the power scheduled by BRPL is less than 85% of the approved Open Access quantum for the concerned month in energy terms, BRPL shall pay compensation @ 100 Paisa /kWh for the quantum which falls short of 85% of approved open access quantum.

In case of revision / cancellation of approved open access corridor, the party seeking revision / cancellation of open access corridor 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 draw applicable due to such surrender/cancellation. Please note that any curtailment/ downward revision of the approved open access quantum shall be done proportionately in every time block with a three days prior (excluding Sundays & holidays) written notice to BRPL/utility as the case may be, from the implementation date of the surrender.

The successful bidder shall apply open access for the entire contracted quantum (three months in advance/maximum advance period possible based on the prevailing Open Access Regulations)for all the blocks of the contracted period immediately after the receipt of LOI from BRPL as per the stipulated time line of RLDC's guidelines in force.

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,

- In case of any corridor constraint during the normal returning period, the balance quantity shall be returned during the immediate succeeding month of return period or as per mutual consent of both utilities.
- If BRPL fails to return entire banked power during the normal returning period, the balance quantity shall be returned during the immediate succeeding month of return period as per mutual agreement of both the parties. Alternately, the shortfall in return quantum shall be settled by BRPL at the rate of Rs. 4.00/Kwh.
- If banked power is being returned by BRPL and Utility/Gencos are not able to avail the banked power then settlement rate payable by BRPL shall be Rs. 3.00/Kwh.
- During return of banked power if power to be returned by BRPL is more than or equal to 99.5% and less than 100% of power returnable by it, and commercially scheduling of power is not viable, in that case the differential energy will be settled at the rate of Rs 4.50/Kwh.

The settlement clause shall remain independent of clause 9 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, 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.

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	24-01-17 up to 15:00 Hrs
2	Date and time of opening of tender document	24-01-17 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. 1 Lakh (Rs One 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 to BRPL on Firm Basis						Return by BRPL			
Month	Period	Duration	Quantum	Offer By Bidder	Trading Margin	Period	Duration	Quantum (MW)	Conversion Ratio
May-17	01-05-17 to 15-05-17	00-24	25						
		00-03	125						
	16-05-17 to 31-05-17	00-24	50						
		00-04	200						
		11-24	150						
Jun-17	01-06-17 to 15-06-17	00-24	75						
		00-04	200						
		11-24	175						
	16-06-17 to 30-06-17	00-24	100						
		00-04	175						
Jul-17	01-07-17 to 15-07-17	00-24	50						
		00-03	200						
		11-24	150						
	16-07-17 to 31-07-17	00-24	50						
		00-03	150						
Aug-17	01-08-17 to 15-08-17	00-02	100						
		21-24	100						

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/ 2995, dated 12.01.2017 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 "Procuree") 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 **Procuree** 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 **Procuer** 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 Procuer or its authorized representative

We, the said bank further undertake to pay to the **Procuer** 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 Procuer}**. The Procuer 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 **Procuer** 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 relived form 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 **Procuer** 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