



**BSES Rajdhani Power Limited**

**Bid Document for**

**Sale of up to 500 MW Power on Week ahead Day Ahead and  
Intra Day Basis – Benchmark with Exchange Prices (Indian  
Energy Exchange)**

**From 1.10.17 to 31.03.18**

**Through: Competitive Bidding (Open Tender)**

**Commercial and General conditions**

**TENDER NO: HOD(PMG)/BRPL/Tender/2017-18/3365**

**Date: 18.09.2017**

**Power Management Group**

**BSES Bhawan, 02<sup>nd</sup> Floor, B-Block**

**Nehru Place, New Delhi – 110019**

**Phone No. 011-39999037;**

**Fax No. 011-39999454**

**E-mail:**

**Vivek.singh@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 Sale ( by BRPL) of power on a short term basis for the period commencing from 1st October 2017 to 31 Mar 2018.

## 2. Submission of Bid:

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

### • Part A

1. Covering Letter.
2. Earnest money deposit in the form of crossed demand draft of any nationalized bank/Scheduled bank drawn in favour of **BSES RAJDHANI POWER LIMITED, payable at New Delhi** or Bank Guarantee (as per Annexure V) of the same amount or through RTGS in the designated account of BRPL. Bank details are as follows:
  - **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**
  - **Earnest Money Deposit, Tender Specification No. and due date of opening should be indicated on the envelope itself.**
3. Authorization Certificate of the Procurer / LOI (Letter of Intent) of Procurers..
4. A disclosure statement regarding participation of any related companies in this bidding process.
5. 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).
6. Acceptance of Schedule of deviations, as per Annexure III
7. A disclosure statement regarding their share-holding pattern in the company.

8. Anti collusion affidavit (Annexure VI, to be executed on non judicial stamp paper)

9. In case of bidder being a Generation Company, letter of COD.

• **Part B**

Financial Bid consisting of Premium ing factor and Quantum for Sale of energy to BRPL as per Annexure II.

Firstly the part A containing the crossed demand draft/ Bank Guarantee/RTGS Details 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 sale of power by 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.

1	Last date and time of submission of tender document	29.09.2017 up to 15:00 Hrs
2	Date and time of opening of tender document	29.09.2017 at 15:15 Hrs
3	Earnest money Deposit in the form of crossed demand draft/BG in Favor of BSES RAJDHANI POWER LIMITED payable at Delhi	Rs. Ten lac
4	Place of Tender Opening	Conference Room, 2 <sup>nd</sup> Floor, BSES Rajdhani Power Limited BSES Bhawan, Nehru Place, New Delhi-110019

**3. 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).

**4. 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. Deviations if any, from these General Terms and Conditions and provisions of Power Sale Agreement, are to be submitted as per Annexure III.

**5. Earnest Money:**

The Bidders shall submit Earnest money of Rs. Ten lac in the form of Crossed 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"). The bid without required amount of EMD shall be rejected. The EMD shall be refunded to the bidders whose offers are not accepted after 30 days of opening of bids without any interest.

(a) The EMD may be forfeited:

i. If Bidder withdraws or modifies bid during Bid Validity Period.

(b) The EMD should be refunded to the unsuccessful bidders within 10 days of expiry of Bid validity period.

(c) The EMD of the Successful Bidders should be refunded after successful completion of contract period.

**7. Bid submission:**

Bidders shall be required to furnish necessary EMD/Bank Guarantee/RTGS details along with the bids. The bids shall be opened in the presence of representatives of bidders who wish to be present. The financial bid shall be strictly as per the format prescribed in the bid document & shall be unconditional. The conditional price bid shall be summarily rejected.

**8. 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 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.

**9. 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.

**10. Authority of the bidder:**

The bid document would be signed on each page by an authorized signatory on behalf of the Bidder, duly authorized with the rubber stamp of the bidding company, and a copy of the authorization letter to the person signing bid documents be attached with Part A.

**11. 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.

**12. 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.

**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 restitutions 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 matter that may be deemed to form a part of the Bid document or any other information supplied by or on behalf of BRPL or its employees. For the avoidance of doubt it is expressly clarified that this Bid document is an offer to bid and is subject to the award of Letter of Intent (LoI) by BRPL.

Thanking you,

Yours faithfully



**BSES Rajdhani Power Limited**

**General Term & conditions****1. Quantum:**

BRPL invites sealed offers in the prescribed format for sale of power on As and when required/ Available on Week ahead/ Day Ahead /Intraday basis under Short term Power Procurement as specified in table shown hereunder.

Month	Time Slot (Hrs)	Quantum (MW)
1 <sup>st</sup> October 17 to Mar-18	00-24 or any hour there of	Up to 500

\*Minimum off take quantum by trader/ utility will be 25 MW

**2. Delivery Point:**

Northern Region periphery ( As per Indian energy Exchange)

**3. Transmission Charges and Losses:**

All the open access charges, transmission charges & losses, Scheduling Charges, operating charges, Application fee of SLDC upto delivery point shall be borne by BRPL

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

**4. Scheduling:**

The power shall be scheduled on As and when available basis for Week ahead/ Day-Ahead/Contingency Basis. The qualified bidder will place it requirement to BRPL whenever situation arises. In case bidder offers to take quantum to BRPL for Week ahead/DA/Intra Day sale, BRPL will revert back to the bidder as early as possible. Both BRPL and Bidder shall schedule the power as per the open access booked except incase of transmission constraints or Force Majeure and as per the instructions of SLDC. The scheduling and Dispatch code of the power shall be coordinated with respective SLDC(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 in accordance with procedure of Bilateral Transaction based on CERC OA regulation dated 25<sup>th</sup> Jan 2008 and subsequent amendments from time to time.

## **5. Tariff:**

Bidder shall quote the "Premium Rate" as specified in Annexure II.

The Final Tariff in Rs Kwh(up to three decimal point) shall be equivalent to Power Exchange Rate discovered in Day Ahead Market on the date of delivery of power for relevant 15 minute time block of N2 Region per kWh plus Premium Rate.

## **6. Billing:**

For the supply of power by BRPL during the previous day, BRPL shall be raising daily/weekly bills as the case may be on provisional basis on the next day for the energy scheduled at the delivery point on the basis of RLDC schedule. Final bill settlement will be based on REA issued by NRPC and shall be raised for necessary adjustments.

## **7. Trading License:**

In case the bidder being a electricity trading licensee then the trader(s) should submit a valid license from CERC /SERC for interstate /Intra state trading of electricity. The trader shall also attach a photocopy of the same along with the bid.

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

## **8. Modification of Bid Document:**

BRPL reserves the right to modify the 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 form the part of the bid documents.

## **9. Payment(s):**

### **Energy Bill:**

The provisional daily payments shall be made by Bidder to BRPL based on the daily schedule issued by NRLDC. The due date for the payment of bill is 2 days from the issue of bill (excluding the day on which the bill is received) received through fax / e-mail. In the event of the "Due Date" of payment being a Bank holiday, the next working day shall be considered as the due date of payment. The provisional bills shall be subject to final adjustment at the end of month on the basis of final REA issued by NRPC

**Open Access Bill:**

The due date for the payment of bill is 2 days from the issue of bill (excluding the day on which the bill is received).

**Preference :**

Preference would be given to Bidders with highest Premium offered.

**Surcharge:-**

Surcharge on delayed payment (if any) for all the bills shall be applicable as 1.25% per month on all outstanding payments after the due Date of payment.

**10. Payment Security Mechanism**

That Buying Utilities / Trader shall provide the payment security mechanisms at least 15 days before the start of the flow of power at weekly revolving The Procurer (S) may be required to provide revolving Letter of Credit (LC) equivalent to 100% of the weekly energy corresponding to off take Capacity. LC shall be opened prior to commencement of supply of power.

BRPL may not schedule power in absence of adequate Payment Security Mechanism. In the event of delay in providing payment security mechanism all charges including any penalty/ compensation or UI liability if any, payable under the contract shall be to the account of buying entity / trader. In such case, the off take quantum shall be considered as deemed scheduled and compensation clause shall be applicable. The LC will be used only as a Payment Security mechanism. In the event payment is not made by the "Due Date" then the seller has the right to realize the payment through Letter of Credit.

**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 that (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 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 not limited to:

- a) Act of war, invasion, armed conflict, blockade, revolution, riot, insurrection or civil commotion, terrorism, sabotage, fire, explosion or criminal damage;
- b) Act of God, including fire, lightning, cyclone, typhoon, flood, tidal wave, storm, earthquake, landslide, epidemic or similar cataclysmic event;
- c) Any curtailment / suspension/non availability of transmission capacity by intervening SLDC's and/or RLDC's;

Any restriction imposed by any SLDC'S /RLDC's and including generation constraints/ equipment breakdown / Islanding / accidents;

- d) Change in law
- e) Regulatory 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/ saled/traded. This will also include regulations / orders already issued but yet to be conclusively enforced..

#### **12. BRPL's Rights:**

BRPL reserves its right to accept or reject any Offer whether fully or partially without assigning any reasons pursuant to this Bid. The Bidder on the other hand binds himself to sell power in part or whole at the option of the BRPL.

#### **13. Dispute:**

Any dispute or differences arising under, out of, or in connection with this Bid Document shall be subjected to exclusive jurisdiction of Competent court at Delhi only. In any event BRPL shall not be responsible for any dispute between the Bidder (in case of bidder being the trading licensee) and the Generator.

#### **14. Condition Precedent:**

The Letter of Intent (LOI) is subject to approval, clearances, and permissions from all government authorities i.e Delhi State Electricity Regulatory Commission, RLDC / SLDC's etc

- 15. 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 sale of power, the same shall be binding on both the parties.

16. Address of contact person of BRPL.

Sh Vivek Singh  
BSES Rajdhani Power Limited  
BSES Bhawan, 2<sup>nd</sup> Floor, B-Block  
Nehru Place, New Delhi-110019  
Fax No. 011-39999454 Tel (O) – 011-39999937  
E-mail: [Vivek.singh@relianceada.com](mailto:Vivek.singh@relianceada.com)

**(To be given on the official letter of the bidder)**

**Annexure II**

HOD (PMG)  
BSES Rajdhani Power Limited  
BSES Bhawan, 2<sup>nd</sup> Floor, B-Block  
Nehru Place, New Delhi-110019  
Fax No. 011-39999454  
Tel (O) – 011-39999037  
E-mail: sanjay.srivastav@relianceada.com

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

Month	Time Slot (Hrs)	Quantum (MW)	Benchmark Price (Rs./KWh)	Premium Rate (in %)
1st Oct-17 to Mar-18	As and when available	Up to 500	Tariff discovered in Power Exchange Day Ahead Market (IEX) for the date of delivery of power for relevant 15 minutes time block of N2 Region	

2.) We are enclosing Bank Draft No. \_\_\_\_\_ dated \_\_\_\_\_ amount for Rs. \_\_\_\_\_ issued from \_\_\_\_\_ payable at \_\_\_\_\_.

3.) 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)**

<b>Sr. no</b>	<b>Clause no of specification</b>	<b>Deviations</b>

We hereby certify that the above mentioned are the only deviations from saler's aforesaid specifications and general conditions. Except for the above deviations in General terms and Conditions of Tender no **HOD(PMG)/BRPL/Tender/2017-18/3365, dated 18-09-2017** 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 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 **Procurer** 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 Bidder}**. The **Procurer** 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 **Procurer** 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 **Procurer** 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 be discharged from these liabilities.

Dated:

Place: New Delhi

\*

**Annexure VI**

**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..... 2017.

Name of the Bidder

Signature of the authorized person

Name of the authorized person