

General Terms and Conditions for purchase of Power on Short-Term basis:

Please note that the shortage / surplus displayed is indicative and the final execution of the contract are at the sole discretion of BRPL. In addition to the general terms indicated below additional requirements may be specified by either party on a case to case basis.

1. Delivery point

b) The delivery point shall be BRPL periphery.

d) The transmission charges, transmission losses, RLDC /SLDC charges or any other charges covered in Open Access Regulations notified by 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 are included in the sale price. The transmission charges, transmission losses, load dispatch center charges or any other charges for purchase of energy beyond the delivery point shall be borne by BRPL, if applicable.

2. Open Access

a) Booking of Transmission Corridors

The trader (s) shall be applying for the open access booking of transmission corridor. He shall be fully responsible for the timely filing of open access application before the nodal RLDC and coordinating with the relevant RLDC/SLDC so as to get the timely booking of the open access corridor. The energy shall be scheduled and dispatched as per the relevant provisions of CERC regulations for Short term open access and Procedure for reservation of Transmission Capacity for short-term open access customers (Inclusive of all the amendments till date).

The trader(s) shall apply for booking of advance reservation in such a manner so as to get the maximum quantum from the shortest route. The trader(s) shall have to book the transmission corridor after making advance payment in full to the Nodal RLDC. The open access booking charges as payable by BRPL shall be reimbursed to the trader(s) within 10 days of the raising of the bill.

b) Refunds towards Open Access charges in case BRPL/Seller does not schedule power to the extent of 100% of booked OA corridor

In case BRPL fails to schedule the power to the extent of 100% of the booked Open Access corridor, BRPL shall bear the Open Access Charges up to delivery point proportionate to the extent of shortfall of the booked Open Access Corridor. Similarly, in case Seller fails to schedule the power to the extent of 100% of the booked Open Access corridor, he shall bear the Open Access Charges beyond delivery point proportionate to the extent of shortfall of the booked Open Access Corridor

If the transmission corridor booked by BRPL on advance reservation basis, is surrendered/cancelled by the trader/seller, the full amount refunded by RLDC shall be payable to

BRPL within 7 days of receipt of amount. If the trader/seller fails to pay the amount within stipulated time, the same will be deducted from the payments due to the trader/sellers.

3. Energy Charges

For the energy supplies made during the month, the trader(s) the trader will be raising weekly bills on monthly basis. For the purpose of the weekly bills each month shall be divided into four parts, starting from 00:00 hrs of 1st, 9th, 16th and 24th day of the month to 24:00hrs of 8th, 15th, 23rd and last day of the month respectively. The relevant bill shall be raised based on the provisional weekly energy data of concerned RLDC certified by the trader(s) for the energy delivered at the delivery point. After receipt of the Provisional/Final REA for the previous month issued by Regional Power Committee, the final bill shall be raised by the trader(s). In the final bill the adjustment will be made towards the difference in the actual bill on the basis of REA issued by RPC for the previous month minus provisional bills issued for the month. The adjustment will also be made towards the rebate already made. This bill shall indicate the energy as per REA, rate, the total amount due as per this Agreement, rebate for prompt payment and adjustment if any, for the previous period.

Note: In case the subdivision of different energy (different tariff) is not available in the implemented schedule and/or REA, the energy shall be bifurcated proportionally on the basis of day ahead schedule issued by trader(s) (on the basis of delivery schedule issued by BRPL (Buyer)), which is fully concurred by buyer & seller and implemented by RLDC.

4. Payment

BRPL shall make all payments (open access and energy charges) within 7 days of the receipt of Fax bill from successful bidder. The bill must be faxed on any working day before 17:00hrs otherwise the day of receipt of bill will be considered as next working day. However, hard copies of the bill in triplicate shall invariably be sent to the BRPL through courier. In case the seventh day is a holiday, the next working day would be the due day for the payment.

5. Compensation for Default in Scheduling

Both parties should ensure that actual supply/ off take of power does not deviate by more than 20% of the contracted energy on monthly basis.

Without prejudice to provisions relating to Force Majeure, If Supplier fails to supply contracted quantum of energy on monthly basis, Supplier shall pay compensation @ Rs.2.00/KWh for the quantum of shortfall beyond above said permitted deviation on monthly basis.

In case BRPL defaults in off take of contracted energy quantity on monthly basis, BRPL shall pay compensation to supplier @ Rs.2.00/Kwh, for the quantum of shortfall beyond above said permitted deviation on monthly basis.

6. Force Majeure

Any restriction imposed by RLDC of exporting region or the RLDC of importing region on scheduling of power supply by traders or the purchasing utility due to

transmission / grid constraint or restriction imposed by any statutory authority and act of God as shall be treated as force majeure without any liability on either side.

7. 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 LOI 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.

8. 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 BRPL shall not be responsible for any dispute between Source Entity and its customers. Similarly, Source Entity shall not be responsible for any dispute between BRPL and its customers.

9. Other important dates and information:

- a) It is preferable to send offers according to the quantum and duration mention above.
- b) In case the bidder is Trading Licensee, back to back LOI / Agreement with the Seller shall be attached with the bid. Bids received without LOI/ Agreement with the Seller shall not be considered for evaluation.
- c) All the bidders are mandatory required to disclose their share-holding pattern.
- d) The offers for Purchase of power may be sent or emailed to the undersigned:

Head of Department
Power Management Group
BSES Rajdhani Power Ltd.
2nd Floor, B-Block, BSES Bhawan,
Nehru Place, New Delhi – 110019
Tel: 39999037, Fax- 011-39999454
e-mail: sanjay.srivastav@relianceada.com