

General Terms and Conditions for Sale 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:

The delivery point shall be BRPL Periphery i.e., Point of Inter-connection between BRPL system with Delhi Transco (i.e., DTL system) in NR region.

2. Quantum of power:

The quantum of power for sale in this tender enquiry is indicative and is liable to change prior to award of contract.

3. Payment Security Mechanism:

As a Payment Security Mechanism' LC equivalent to 18 days energy supplied at rate of Rs 3.0/unit shall be provided by the successful bidder. LC shall be provided in favour of BRPL at the beginning of every month for an amount equivalent to total energy being supplied for that month. LC / BG shall be valid until the final settlement of supplied energy based upon final REA issued by NRPC / SLDC.

4. Open Access:

The power shall be scheduled and dispatched as per the relevant provisions of CERC Regulations/Other regulation pertaining to this in force and as amended from time to time.

5. Transmission Charges & Losses:

All Open Access / transmission charges including scheduling and other charges of RLDC / SLDC, including application fees and losses up to delivery point shall be borne by BRPL and all such Open Access / transmission charges including scheduling and other charges of RLDC / SLDC, including application fees and losses beyond delivery point shall be borne by successful bidder.

6. Rebate for Prompt Payment by successful bidders:

BRPL would allow 2% rebate on energy billed amount if Successful bidder deposits the payment to the bank account of BRPL within 07 (Seven) days of date of issue of the bill by BRPL.

7. Billing:

For the supply of power during a calendar month, Successful bidder will be paying weekly bills on provisional basis. For the purpose of weekly bills, each month will be divided into four parts, starting from 00:00 hrs of 1st, 9th, 16th, and 24th day of the month to 24:00 hrs of 8th, 15th,

23rd and last day of the month respectively. Provisional weekly billing shall be based on latest updated schedule of NRLDC / Delhi SLDC website. Final bill for the month shall be raised with necessary adjustment after receipt of REA for the previous month from NRPC/SLDC.

8. Surcharge for late Payment:

A surcharge of 15% (Fifteen Percent) per annum shall be applied on all payments outstanding after 30 days of furnishing respective bill. This surcharge shall be calculated on a day to day basis for each day of the delay.

9. BRPL right to accept / reject the bid:

BRPL reserves the right to accept or reject any or all offers. For the avoidance of doubt, it is clarified that BRPL reserves the right to alter / split the quantities of power. The Decision of BRPL shall be final and no further correspondence shall be entertained by BRPL in this regards. The participation of any bidder shall be at their own cost and risk.

10. 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 Successful bidder and its customers. Similarly, Successful bidder shall not be responsible for any dispute between BRPL and its customers.

11. In case of change of law or any restriction imposed by regulator or Government or Judicial Courts on any aspect of sale or purchase of power, the same shall be binding on both the parties.

12. 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 buyer shall be attached with the bid. Bids received without LOI/ Agreement with the buyer 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**