

# BSES Yamuna Power Limited

BID Document

For Banking of Power

On Firm Basis during 6<sup>th</sup> Dec-2021 to 30<sup>th</sup> Sep-2022

**Last Date for Submission of Bid is 3-Dec-2021 (15:15 Hrs)**

**& Opening of Bid is 3-Dec-2021 (15:30 Hrs)**

**Tender no – BYPL/PMG/FY 21-22/Tender/Banking-1 dt 23-Nov-2021**

Head (Power Management Group)  
2<sup>nd</sup> Floor, A-Block, Shakti-kiran Building  
Karkardooma, New Delhi-110092  
Ph: 011-41249224  
Fax: 011-41247787

## 1. Introduction and Background

BYPL is 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. BYPL invites offers from the CERC licensed power traders / utilities for power swap arrangement for the period as per the details given below: -

Supply of power by BYPL			Return of banked power to BYPL	
Month	Quantum Supply (MW) during 00-24 Hrs up to	Quantum Supply (MW) during 00-06 & 22-24 Hrs up to	Month	Time slots (Hrs)
6th to 15th Dec-2021	75	150	May -2022 to Sep-2022	00-05 & 12-24
16th to 31st Dec-2021	75	150		
1st to 15th Jan-2022	75	150		
16th to 31st Jan-2022	75	150		
1st to 15th Feb-2022	75	100		
16th to 28th Feb-2022	75	100		
1st to 15th Mar-2022	75	150		
16th to 31st Mar-2022	75	150		

### Note: -

- This is tentative quantity; the quantity shall be finalised at the time of letter of Award.
- Sources/bids from WR/SR shall be considered based on the WR-NR corridor availability
- If trader/utilities prefer to offer/avail power in some other time slot, BYPL would consider the same on mutually agreed basis. However, selection/Rejection of such bids shall be at sole discretion of BYPL. (Valid LOI/Comfort letter of other utility is mandatory)
- Any other banking offer (with proper back to back LOI/comfort letter) shall be considered, if found suitable for BYPL
- Bids without relevant back to back LOI/deviation in terms & conditions of this tender shall be summarily rejected & shall not be considered for evaluation.

## 2. Return of Power:

Trader/utilities are requested to clearly indicate the Conversion Ratio in percentage, offered by them on the quantum of banked power returnable by BYPL.

Preference shall be given to the trader/utilities who will accept the return of power with maximum return percentage for Arrangements with minimum trading margin.

## 3. Back to Back Arrangement: -

The Power Trader must attach the back to back agreement / LoI from supplying utility with bid document, otherwise submitted bid shall not be considered for evaluation.

## 4. Earnest Money Deposit:

The prospective Bidders shall have to deposit Earnest Money (EMD) of Rs. 200000/- (Rupees Two Lac) only through RTGS directly in the designated account of BYPL.

**Bank details are as follows: -**

- (i) Account Name - BSES Yamuna Power Limited
- (ii) Bank Name – AXIS Bank, Swasthya Vihar, New Delhi.
- (iii) Account No. – 911030003596085
- (iv) RTGS Code - (RTGS Code of Axis Bank UTIB0000055)

**Participation of bidders is subjected to confirmation of receipt of EMD by finance department.**

The bid without prescribed 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. The EMD of the Bidders whose offers are accepted shall be refunded only after the said bidder(s) have released all the payments and fulfilled their obligations under this contract. No interest shall be paid on this EMD.

**Government companies/utilities/PSU/which are owned/controlled by central or state government, intend to participate directly in the tender, shall be exempted from furnishing the requisite EMD.**

EMD submitted by the bidders may be forfeited under the following circumstances:

- i. In case bidder withdraws or modifies its bid during Bid Validity Period or fails to sign detailed Power Swap Agreement within 07 days from issuance of Lol (Letter of Intent) to successful bidder,
- ii. During period of supply to BYPL- In case BYPL issues the Lol in favour of successful bidder, and the trader/utility fails to apply open access within stipulated time as specified in the prevailing open access regulations for advance booking of short term open access, issued/amended by CERC from time to time.
- iii. During period of Return by BYPL- In case BYPL has already availed power under the contracted banking arrangement and the bidder/trader fails to apply open access within stipulated time as specified in the prevailing open access regulations for advance booking of short term open access, issued/amended by CERC from time to time.
- iv. In case of any wilful default by the trader/utility during the return of power by BYPL leading to any surplus in the contracted returnable energy to BYPL.

**5. Submission of Bid**

The Electricity Trading Companies are required to submit photocopy of their valid license issued by CERC along with Bid Document. The Bid submitted by the Bidder and all correspondence and documents relating to the bid shall be written in the English Language.

The Bidders shall submit their bids in sealed envelopes marked **"BYPL Power Swap Arrangement-for 6 Dec-21 to Sep-22"** and shall be sent to:

**Sh. Jitendra Nalwya**

Head- Power Management

BSES Yamuna Power Limited

Block-A, Cabin-2, 2nd Floor,

Shakti-Kiran Building,

Karkardooma, New Delhi-110092

Fax No. 011-41247787/ Tel (O) – 011-41249224

**6. Contract Documents**

Subject to approval of the competent authority BYPL shall intimate the award of power swap arrangement to the successful Bidder's through a letter of Intent (LOI). Successful Bidder's shall convey their acceptance of Letter of Award within 3 days of issue of letter of Intent. Acceptance of Letter of

Intent shall be construed as a binding contract. After acceptance of Letter of Intent, the successful bidder shall execute the detailed Power Swap Agreement with BYPL within 7 days of issue of Letter of Intent, inter-alia incorporating provisions of the General Terms and conditions attached as per Annexure-I.

#### **7. Payment Security Mechanism**

Both the parties (BYPL & successful bidder) shall provide the month wise SLDC consent for open access booking in advance for scheduling of contracted power.

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. 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. No deviation from these conditions is permissible and BYPL reserves right to reject any such bid with any deviations.

#### **9. BYPL right to accept/reject the bid**

BYPL reserve 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 BYPL also reserves the right to alter the time period/slots of supply & return of power, quantities of power/split the quantities of power as fully described in clause 1, amongst more than one selected bidder for the same month.

The decision of BYPL shall be final and binding on the bidders in this respect and no further correspondence shall be entertained by BYPL in this regard. The participation of any bidder shall be at their own cost and risks.

#### **10. Modification of the Bid Documents**

BYPL 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 form part of bid documents.

#### **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 shall be forfeited.

#### **12. Submission of the Bid**

The tender may be submitted in the office of Head-Power Management Group, Shakti-Kiran Building, BYPL Corporate Office, Karkardooma, New Delhi-110092, on or before by "3-Dec-21" at 15:15 hrs and the bids will be opened on the same day at 15:30 hrs. The Venue for the tender opening shall be "PMG HoD's Office, 2nd Floor, ShaktiKiran Building, Karkardooma". The representatives of the participating parties may be present at the time of opening of the bid, if they so desire.

#### **13. Governing Law**

Subject to the statutory provisions for arbitration under 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 arbitration and conciliation Act 1996. The venue for arbitration shall be New Delhi.

**14. Jurisdiction**

Matters arising out of or in conjunction with the Bid/offer 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.

**15. Change In Law**

In case of change in law or restriction imposed by Regulator (Central / State) or Government or Appellate Tribunal/ High Court/ Supreme Court on any aspect for sale, purchase or banking of power, the same shall be binding on both the parties.

**16. Contact Person:**

*For any clarification in this regard, please contact*

*Sh Rohit Gupta, Senior Manager ( contact no-7355623114 )*

*Email: [rohit.d.gupta@relianceada.com](mailto:rohit.d.gupta@relianceada.com)*

*Mrs. Nisha Kotnala, Senior Manager (Contact No. 8467084955)*

*Email: [nisha.kotnala@relianceada.com](mailto:nisha.kotnala@relianceada.com)*

*(Bid document can also be downloaded from our website [www.bsesdelhi.com](http://www.bsesdelhi.com))*

Thanking you,  
Yours Sincerely



**Jitendra Nalwaya**  
**Head -Power Management**  
**BYPL**

### Annexure-I: General Terms and Conditions

Terms and conditions for power swap arrangement are as under: -

#### 1. Period, Time slot & Quantum of Power:

BYPL shall supply/avail the power as per following details:

Supply of power by BYPL			Return of banked power to BYPL	
Month	Quantum Supply (MW) during 00-24 Hrs up to	Quantum Supply (MW) during 00-06 & 22-24 Hrs up to	Month	Time slots (Hrs)
6th to 15th Dec-2021	75	150	May -2022 to Sep-2022	00-05 & 12-24
16th to 31st Dec-2021	75	150		
1st to 15th Jan-2022	75	150		
16th to 31st Jan-2022	75	150		
1st to 15th Feb-2022	75	100		
16th to 28th Feb-2022	75	100		
1st to 15th Mar-2022	75	150		
16th to 31st Mar-2022	75	150		

#### Return of Power:

If trader/utilities prefer to return the banked energy in some other time slot, BYPL would consider the same based on mutually agreed basis. However, selection/Rejection of such bids shall be at sole discretion of BYPL.

#### 2. Delivery point: -

The Delivery Point in either case shall be at Regional Periphery of exporting utility.

#### 3. Open access Charges & Losses:

##### a) Upto Delivery Point:

When BYPL is exporting: All applicable Open Access Charges & Losses up to delivery point shall be borne by BYPL.

##### b) Beyond Delivery Point:

When BYPL is importing: All applicable Open Access Charges & Losses beyond delivery point shall be borne by BYPL.

Any other charges/losses; other than specified above shall be to the account of the successful bidder/Trader. Any Taxes, duties & Cess etc. if becomes applicable, shall be borne by the bidder.

#### 4. Scheduling:

**The successful trader/BYPL shall apply open access for the entire contracted quantum for all the blocks of the contracted period immediately after the acceptance of Lol from BYPL as per the time line stipulated in CERC open access regulations/guidelines in force, presently 3 months in advance.**

Scheduling of power shall be as per CERC Open Access Regulations, CTUs Open Access procedure and IEGC in vogue and shall include the following: -

(i) Both importing and exporting utility shall schedule power in full, except in case of transmission constraints. The scheduling and dispatch of the power shall be coordinated with the respective RLDCs as per the relevant provisions of IEGC and the other decisions of RLDC and RPCs.

(ii) Scheduling of power should be uniform throughout the block period filled in the tender document subject to Open Access approval received from nodal RLDC.

(iii) Both the entities shall obtain the concurrence of their respective SLDC required for short term open access. Recipient utility shall apply for STOA as per short term scheduling procedures along with the SLDC consent and pay the open access charges as per rules. The recipient utility shall provide the SLDC concurrence in advance to BYPL.

(iv) The supplying utility shall reimburse the open access and scheduling charges if any before delivery point, to recipient utility within 7 days after receiving the bill.

(v) In case of cancellation of corridor by RLDC due to system constraints, the refund received by recipient utility from RLDC, if any, against supplying State's Open Access Charges shall be refunded within 7 days of receipt from the Nodal RLDC

(vi) In case of re-routing of open access corridor due to congestion/system constraints, the additional charges involved shall be borne by recipient utility.

#### **5. Contract Security Mechanism:**

##### **While returning the Power to BYPL**

Trader / Utility shall provide the SLDC consent in advance against the power received under banking transaction. The trader/ Utility shall apply for the open access corridor on Three-month advance basis for the return of banked quantum.

##### **While supplying the power by BYPL**

Trader / Utility shall provide the SLDC consent in advance against the power supplied under banking transaction. The trader/ Utility shall apply for the open access corridor on advance basis / FCFS basis for the supply of banked quantum.

#### **6. Settlement Rate:**

Energy will be exchanged with energy only. If the energy is exchanged between BYPL and trader/ utility in the desired proportion no monetary transaction will take place. However

##### **Arrangement I & II –**

i. In case Successful bidder (Trader/Utility) fails to supply the contracted returnable energy during a month, owing to Transmission constraints & other force majeure conditions, the balance energy for that month shall be returned to BYPL, as per mutual consent.

ii. First, BYPL shall apply for open access corridor to nodal agency, as per contracted quantity. Once the OA is approved, BYPL shall not revise the approved OA, without mutual consent. If BYPL fails to supply the power as per approved OA, then BYPL shall pay compensation to other party on the basis of IEX rates (DAM) for less scheduled quantum of power on day to day basis

iii. In case quantum of power to be returned by successful bidder is less than 100% of power returnable by it, the differential energy will be settled at IEX rates (DAM) for less scheduled quantum of power on day to day basis

#### **7. Energy Accounting:**

(a) For the power supplied by BYPL during the entire month, the trader/Utility shall submit certified energy statement to BYPL based on the REA issued by the NRPC along with relevant extract of REA highlighting the details of transaction.

(b) For the return of banked power by trader/utility to BYPL during the entire month, the trader/BYPL shall issue a certified energy statement based on the REA issued by Nodal RPC along with relevant extract of REA highlighting the details of transaction.

(c) Once all the transactions are completed, trader/utility shall prepare a final energy account showing the supply and return of power in energy terms (MUs).

(d) Accounting of energy exchange will be carried out by trader / utility on the basis of implemented schedule / final revision by Northern Regional Load Dispatch Centre and respective Regional Load Dispatch Centre subject to final reconciliation on the basis of Regional Energy Accounts issued by NRPC and respective Regional Power Committee at the end of contract period. Final reconciliation certificate shall be raised on the basis of REA adjustment, if any.

#### **8. Payment & late surcharge:**

All payments against Trading margin, Open Access bills and adjustment of energy bill shall be made within 7 working days from the receipt of bill. Bill received after 12:00 hrs shall be considered to be received on next working day and shall be processed accordingly.

However, for delay in payment beyond 30 days from the issuance of bills, surcharge will be applicable @ 1.25% per month. The surcharge shall be calculated on day-to-day basis.

#### **9. Compensation for default:**

(i) The traders/Utility shall apply for obtaining Open Access approval from the nodal agency for booking of corridor for contracted quantum on three-month advance basis. In case successful trader/utility fails to apply for open access on three-month advance basis then compensation shall be levied on 100% contracted quantity @ Rs.1.00/kWh.

(ii) Without prejudice to the provisions of force majeure, if BYPL fails to schedule power less than 100% of the monthly (calendar month) energy, for which Open Access is initially approved then the BYPL shall pay compensation @ Rs 1.00/Kwh (One per Kwh) for the difference (shortage) quantity to trader/utility. Similarly, if trader/utility does not supply the power equal to 100% of monthly (calendar month) energy for which Open Access is initially granted, then trader/utility shall pay compensation @ Rs 1.00/Kwh (One per Kwh) for the difference (shortage) quantity to BYPL.

(iii) In case of revision/cancellation of approved open access corridor, the party seeking revision / cancellation of open access corridor shall bear all the open access charges as applicable under Inter-State Open Access Regulations from the injection point till the point of drawl applicable due to such surrender/cancellation.

#### **10. Trading Margin:**

The trader (i.e. bidder) is required to specify the trading margin inclusive of all taxes, for the quantum of power supplied to BYPL. However, the trading margin will not be more than Paise 4.0/kwh. No trading margin will be allowed on the quantum supplied by BYPL. In case the offers of different bidders have the same provision for return of power, then the offer of the bidder with lesser trading margin shall be preferred.

#### **11. Force Majeure**

The parties shall ensure due compliance with the terms of the agreement. However, no party shall be liable for any claim for any loss or damage whatsoever arising out of the failure to carry out terms of the agreement to the extent that such a failure is due to Force Majeure events like Pandemic, rebellion, mutiny, civil commotion, riot strike, lock-out, natural calamity, act of God and technical constraints / transmission constraints imposed by RLDC / RPC. But any party claiming the benefit of this clause shall fully satisfy the other party of the existence of such event and give written information to the other party within 24 hours of such Force Majeure. Supply / drawl of power shall be resumed immediately by the parties concerned after such eventuality has come to an end or ceased to exist.



(To be given on the official letter Head of the Bidder)  
Bid for banking of power

Annexure II

To,

Sh. Jitendra Nalwaya  
Head-Power Management,  
BSES Yamuna Power Limited  
2<sup>nd</sup> Floor A-Block, Cabin-2,  
Shakti-Kiran Bldg, Karkardooma,  
New Delhi-110092.,  
Tel (O) - 011-41249224,  
Fax No. 011-41247787

Acceptance of General Terms and Conditions and submission of Banking Bid

(To be signed by the authorized person of the bidder)

- 1.) Certified that I am authorized person on behalf of my company/ organization to submit bid.
- 2.) I/We have carefully gone through the Tender Document and satisfied ourselves/myself and hereby confirm that our/my offer strictly confirms to the requirements of the Tender Document and accept all the terms and conditions of offer.
- 3.) We are enclosing RTGS receipt no. \_\_\_\_\_ dated \_\_\_\_\_ amount for Rs \_\_\_\_\_ issued from \_\_\_\_\_ payable at New Delhi, as Earnest Money Deposit.
- 4.) The photocopy of valid trading license issued from CERC is enclosed. (Applicable in case of Electricity Traders only)

5) We are submitting our Banking Bid as under: -

Supply of power by BYPL			Return of banked power to BYPL			
Month	Quantum Supply (MW) during 00-24 Hrs up to	Quantum Supply (MW) during 00-06 & 22-24 Hrs up to	Month	Time slots (Hrs)	Return Ratio	Trading Margin in Ps./unit
6th to 15th Dec-2021	75	150	May - 2022 to Sep-2022	00-05 & 12-24	To be specified by the bidder	
16th to 31st Dec-2021	75	150				
1st to 15th Jan-2022	75	150				
16th to 31st Jan-2022	75	150				
1st to 15th Feb-2022	75	100				
16th to 28th Feb-2022	75	100				
1st to 15th Mar-2022	75	150				
16th to 31st Mar-2022	75	150				

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Designation: \_\_\_\_\_

Name of company/Org \_\_\_\_\_

Address \_\_\_\_\_

Telephone No (O)/Mobile \_\_\_\_\_

Seal of company \_\_\_\_\_