

BSES Yamuna Power Limited

BID Document

For Banking of Power

On Firm Basis during Aug-2018 to Oct-2019

Last Date for Submission of Bid is 30-Jul-2018 (15:15 Hrs)

Tender no – BYPL/PMG/FY 18-19/Tender/Banking-1 dt 20-Jul-2018

Head (Power Management Group)
2nd Floor, B-Block, Shaktikiran Building
Karkardooma, New Delhi-110092
Ph: 011-39992048
Fax: 011-39992076

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:-

Arrangement I	Supply of power by BYPL			Return of Power to BYPL		
	Month	Time slots (Hrs)	Quantum offered (MW)	Month	Time slots (Hrs)	Return ratio (%)
Arrangement I	Nov-2018 to Mar-2019	00-06 & 22-24	Up to 200	1 st May-2019 to 10 th Oct-2019	00-02 & 14-24 or	to be specified by bidder.
					00-05 & 21-24	
Arrangement II	Supply of power by BYPL			Return of Power to BYPL		
	Aug-2018 to Sep-2018	03-10	Up to 200	16 th Dec-2018 to 31 st Jan-2019	07-12	to be specified by bidder.

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

Note:- i) 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.

ii) Any other banking offer (with proper back to back LOI/comfort letter) shall be considered, if found suitable for BYPL

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 to BYPL.

Arrangement I & II: Preference shall be given to the trader/utilities who will accept the return of power with maximum percentage on return and minimum trading margin.

3. Back to Back Arrangement: -

In case the bidder is Trading Licensee if it has valid back to back Lol/ Agreement with the importing utility, Lol/ Agreement of back to back arrangements, should be attached with the bid, other-wise offer will be rejected.

4. **Earnest Money Deposit:**

- A. The prospective Bidders shall have to deposit Earnest Money (EMD) of Rs. 100000/- (Rupees One Lac) in or 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 converted into "Performance Bank Guarantee" (PBG) and 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 Performance Bank Guarantee amount.

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.

- B. 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 LoA (Letter of Award) to successful bidder,
- ii. During period of supply by BYPL- In case BYPL issues the Lol in favour of successful bidder, and the bidder 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 to BYPL- In case BYPL has already supplied power under the contracted banking arrangement and the bidder 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 to BYPL leading to any shortage 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 Aug-18 to Oct-19" and shall be sent to:

Sh. Sunil Kakkar

Head- Power Management

BSES Yamuna Power Limited

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

ShaktiKiran Building, Karkardooma,

New Delhi-110092

Fax No. 011-39992076/ Tel (O) – 011-39992048

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 award (LOA). Successful Bidder's shall convey their acceptance of Letter of Award within 3 days of issue of letter of award. Acceptance of Letter of Award shall be construed as a binding contract. After acceptance of Letter of Award, the successful bidder shall execute the detailed Power Swap Agreement with BYPL within 7 days of issue of Letter of Acceptance, inter-alia incorporating provisions of the General Terms and conditions attached as per Annexure-I.

7. Payment Security Mechanism

In case successful bidder is utility then, 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.

In case successful bidder is generator then bidder shall provide the month wise SLDC consent. Successful bidder shall also provide the requisite amount LC/BG or any other financial instrument as mutually agreed, of amount equivalent to monthly contracted quantity calculated @ Rs 3.0/Kwh to be supplied by BYPL, within five days of commencement of power flow.

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, ShaktiKiran Building, BYPL Corporate Office, Karkardooma, New Delhi-110092, on or before by "30-Jul-18" 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 "Board Room, 1st 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

1. Sh Kaliraj . Manager (contact no-8467084956)

email : kaliraj.sankaralingam@relianceada.com

(Bid document can also be downloaded from our website www.bsesdelhi.com)

Thanking you,

Yours Sincerely

A handwritten signature in blue ink, appearing to read 'Sunil Kakkar', is written over a light blue rectangular background.

Sunil Kakkar

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 :

Arrangement I	Supply of power by BYPL			Return of Power to BYPL		
	Month	Time slots (Hrs)	Quantum offered (MW)	Month	Time slots (Hrs)	Return ratio (%)
Arrangement I	Nov-2018 to Mar-2019	00-06 & 22-24	Up to 200	1 st May-2019 to 10 th Oct-2019	00-02 & 14-24 or	to be specified by bidder.
					00-05 & 21-24	
Arrangement II	Supply of power by BYPL			Return of Power to BYPL		
	Aug-2018 to Sep-2018	03-10	Up to 200	16 th Dec-2018 to 31 st Jan-2019	07-12	to be specified by bidder.

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, Transmission Charges & Losses:**

a) Upto Delivery Point:

When BYPL is exporting: All Open Access Charges upto delivery point including SLDC application fee, SLDC Operating charges, PoC injection charges, Delhi STU charges etc. and all transmission losses including PoC Injection Losses shall be borne by BYPL.

b) Beyond Delivery Point:

When BYPL is importing: All Open Access Charges beyond delivery point including SLDC/RLDC Application fee, SLDC/RLDC Operating charges, PoC drawl charges, Delhi STU charges and all transmission losses including PoC drawl losses 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 bidder shall apply open access for the entire contracted quantum for all the blocks of the contracted period immediately after the receipt of LoA 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:

In case returning source is utility, then trader/bidder 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 advance basis/ FCFS basis for the return of banked quantum.

In case returning source is generator then trader/ bidder shall provide the month wise SLDC consent. Successful bidder shall also provide the requisite amount of LC/BG or any other financial instrument as mutually agreed, of amount equivalent to monthly contracted quantity calculated @ Rs 3.0/Kwh to be supplied by BYPL, within five days of commencement of power flow.

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

i. In case Trader/Importing utility, fails to return 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. During return of banked energy to BYPL, if the Trader/Importing utility, fails to apply open access on time and the same results into reduction of contracted returnable energy during any month/period, for any shortfall in returnable energy on this account, compensation shall be paid to BYPL by the Trader/Importing Utility @ Rs. 4.00/Kwh. In case quantum of power returned by trader/utility is less than 99.5% of power returnable by it, the differential energy will be settled at the rate of Rs 4.00/kwh.

iii. In case quantum of power returned by trader/utility is more than or equal to 99.5% and less than 100% of power returnable by it, the differential energy will be settled at the rate of Rs 3.00/kwh.

iv. In case of less requisition by BYPL, at the time of return of banked energy, the settlement rate shall be Rs 2.50/Kwh

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 Nodal RPC.
- (b) For the supply of banked power to BYPL by trader/utility during the entire month, the trader/utility shall issue a certified energy statement based on the REA issued by NRPC.
- (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.

(ii) Without prejudice to the provisions of force majeure, if BYPL fails to schedule power equal to the 85% 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 avail the power equal to 85% 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. The compensation, as mentioned above, shall also be applicable for return of power by trader/utility to BYPL

At the time of final settlement, the amount of compensation paid by the trader/ utility/ BYPL, if any, shall be adjusted.

(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.

9. 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 4 paise/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.

12. 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 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. Sunil Kakkar
Head-Power Management
BSES Yamuna Power Limited
2nd Floor A-Block, Cabin-2,
Shakti-Kiran Bldg, Karkardooma,
New Delhi-110092.
Tel (O) - 011-39992048/2074,
Fax No. 011-39992076

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 **Bank Draft No/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) Any other remarks, submissions, if any

- 6.) We are submitting our Banking Bid as under: -

Arrangement I	Supply of power by BYPL			Return of Power to BYPL			
	Month	Time slots (Hrs)	Quantum accepted (MW)	Month	Time slots (Hrs)	Return ratio (%)	Trading Margin in Ps/kWh
	Nov-2018 to Mar-2019	00-06 & 22-24	Up to 200	1 st May-2019 to 10 th Oct-2019	00-03 & 09-24 00-05 & 21-24		

Arrangement II	Supply of power to BYPL			Return of Power by BYPL			
	Month	Time slots (Hrs)	Quantum accepted (MW)	Month	Time slots (Hrs)	Return ratio (%)	Trading Margin in Ps/kWh
	Aug-2018 to Sep-2018	03-10	Up to 200	16 th Dec-2018 to 31 st Jan-2019	07-12		

Signature: _____

Name: _____

Date: ____/____/____

Designation: _____

Name of company/Org _____

Address _____

Telephone No (O) _____

Mobile No./Fax no _____

Seal of company _____