BSES Yamuna Power Limited

Bid Document For

Power Swap (Banking) of Power On Firm Basis

For the Period of

01.11.2026 to 30.09.2027

Through: Competitive Bidding

Last Date for Submission of Bid is 14-August-2026 (15:15 Hrs)

& Opening of Bid is 14-August-2026 (15:30 Hrs)

COMMERCIAL AND GENERAL CONDITIONS

Tender No: BYPL/PMG/FY26-27/Tender/Banking-1, Date 30-July-2026

Head
Power Management Group
2nd Floor, A-Block, Shakti-Kiran Building
Karkardooma, New Delhi-110092
Ph: 011-41247778

Web: www.bsesdelhi.com

1. Introduction and Background

M/s BSES Yamuna Power Limited (hereafter "BYPL") 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. BYPL wishes to invite offers from power traders and utilities (Bidders) for banking of power on a short-term basis for the period commencing from 1st November 2026 to 30th September 2027 as per the details given below: -

Arrangement 1:

Supply of power by BYPL in 0-24 Hrs.	
Month	**Quantum (MW)**
1st Nov to 31st Dec 2026	Up to 150
1st Jan to 31st Mar 2027	Up to 100

Return of power to BYPL in 0-24 Hrs.	
Month	**Quantum (MW)**
1st May to 30th Sep 2027	Equally Distributed Returnable Energy

Arrangement 2:

Supply of power by BYPL in 0-6, 18-24 Hrs.	
Month	**Quantum (MW)**
1st Nov to 15th Mar 2027	Up to 200

Return of power to BYPL in 0-3, 18-24 Hrs.	
Month	**Quantum (MW)**
1st May to 30th Sep 2027	Equally Distributed Returnable Energy

Note- BYPL may decide for banking under any or all of the requisitions (RTC/SLOT Wise) based on the competitiveness/feasibility of the bids received.

Remarks:

- Minimum bid quantum shall be 25 MW & for a minimum continuous period of 15 days
- Return quantum should be uniform over the return period.
- No bid would be accepted for specific days of the week
- If bidder prefers to offer/avail power in some other time slot/months within arrangements, 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 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/with deviation in terms & conditions of this tender shall be summarily rejected & shall not be considered for evaluation.
- Sources/bids from NR shall be preferred

2. Return of Power

Trader/utilities are requested to clearly indicate the return ratio, in percentage, offered by them on the quantum of banked power by BYPL.
Preference shall be given to the trader/utilities who will accept the return of power with maximum return percentage along with minimum trading margin**.**

3. Quantum of Power

The quantum of power indicated above is tentative, which may increase or decrease as per requirements of BYPL. BYPL may reject any or all offers or accept any offer in part or full as considered advantageous to BYPL. The decision shall be final and binding to all the bidders.

4. 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.

5. Earnest Money Deposit

The prospective Bidders shall have to deposit Earnest Money (EMD) of Rs. 5,00,000/- (Rupees Five Lac) through BG/ DD or RTGS directly in the designated account of BYPL. The EMD of the successful bidders shall be converted as a part of Contract Performance Guarantee, which shall be returned within 60 days after completion of the contract in all respects. However, Government Discoms / Utilities, which are owned/ controlled by Central or State Governments, are exempted from requirement of furnishing EMD.

Bank details of BYPL for payment of EMD are as follows: -

(i) Account Name - BSES Yamuna Power Limited
(ii) Bank Name – State Bank of India, Tolstoy Marg, New Delhi
(iii) Account No. – 10277791808
(iv) RTGS Code – SBIN0009601

EMD of unsuccessful bidders shall be returned within 10 days of expiry of bid validity period.
The bid without prescribed amount of EMD shall be rejected.

EMD submitted by the bidders may be forfeited if:

(i) The bidder withdraws or modifies bid within bid validity period.
(ii) The contractual obligations are not fulfilled satisfactorily.
(iii) The documents furnished with the offer are found to be bogus or the documents contain false particulars.
(iv) For non-submission of Payment security as specified in this tender document by successful bidder(s)

6. Payment Security Mechanism

The Importing utility/Bidder shall provide a LC/BG for an amount equivalent to 100% of the contracted energy calculated @ Rs. 6.00/kwh, in terms of energy (MUs) quoted by any bidder. The LC/BG shall be valid up to 45 days beyond the contract period or return of entire energy (MUs) to BYPL, whichever is later. The Importing utility/Bidder shall furnish LC/BG 10 days prior to start of export period from BYPL.

If the successful bidder fails to furnish the LC/BG of the required value, 10 days prior to start of export period from BYPL or as required by BYPL, BYPL reserves the right to terminate the contract without any financial liability, whatsoever, on account of BYPL and forfeit the EMD. The decision of BYPL shall be final and binding in this regard.

All LC charges i.e. opening, operation/negotiation/recoupment shall be borne by the Trader.

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

- **Part A -**
- Covering Letter
- Authorization Certificate / LOI (Letter of Intent) of utilities to be furnished in case of traders.
- Bidder details in Annexure II
- EMD Details
- Copy of valid inter-state Energy Trading License issued by CERC to deal in inter-state trading of energy. (In case if bidder is a trader).
- The undertaking from supplying utility to return RE power if it intends to do so
- A disclosure statement regarding participation of any related companies in this bidding process.
- Acceptance of Schedule of deviations of Power Banking Agreement, as per Annexure III.
- A disclosure statement regarding their share-holding pattern in the company.

Note- In case of any deviation in the part-A of the bid, BYPL reserves the right to reject the offer.

- **Part B -**
- Acceptance of Terms and Conditions along with quantum, return ratio and trading margin (Annexure-I).

Both the part A & Part B shall be put together in one sealed envelope marked **"BYPL Tender For Banking of Power On Firm Basis-1st Nov-2026 to 30th Sep-2027"** and shall be sent to:

Head- Power Management Group
BSES Yamuna Power Limited
Block-A, Cabin-1, 2nd Floor,
Shakti-Kiran Building, Karkardooma, New Delhi-110092
Tel (O) – 011-41247778

The bid is to be submitted on or before by "**14-August-2026" 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, A-Block Shakti Kiran Building, Karkardooma"***. The representatives of the participating parties may be present at the time of opening of the bid, if they so desire.

8. Contract Documents

BYPL shall intimate the award of power swap (banking) arrangement to the successful Bidder(s) through a Letter of Award (LoA) to be dispatched by e-mail/ Fax within 60 days of the opening of the Bids. LOA along with terms and condition of tender with agreed deviations prior to LOA shall be construed as a binding contract. Bidder(s) shall provide acceptance as early as possible but not more than 7 days.

Failure to submit the acceptance within the stipulated period will be construed as the bidder withdrawing his bid and LOA issued by BYPL shall stand automatically withdrawn. Their EMD will be forfeited.

The terms and conditions of LoA shall be deemed as having been entered into an agreement for transaction of contracted power for the duration/ period as mentioned in the LoA. In the event of any commercial/operational dispute, the said LoA shall be treated as a legal document in the court of law for all intents and purposes. As such no separate agreement shall be executed.

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, 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 60 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. 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.

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

Thanking You,
Head –Power Management (BYPL)

General Terms and Conditions:

Terms and conditions for banking of power to bidders shall be as under: -

1. Quantum:

BYPL invites sealed letter in the prescribed format for banking of power as mentioned in clause 1 of the tender document.

2. Delivery Point:

The Delivery Point in either case shall be NR-Regional Periphery. It is clarified that bid received with deviation in the Delivery Point will not be entertained and will summarily be rejected.

3. Open access, Transmission Charges & Losses:

All Open Access charges, transmission charges and transmission losses up to the delivery point shall be to the account of exporting utility and all Open Access charges, transmission charges, T-GNA (if any) and transmission losses beyond the delivery point shall be to the account of importing utility. Operational charges of intervening region, on account of re-routing due to non-availability of open access approval through direct route, shall be borne by importing utility, if any. Re-routing shall however be at the discretion of importing utility, else non-availability of shortest corridor (direct) shall be considered force majeure.

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.

BYPL shall create GNA contract for successful LOI transaction, if capacity available under GNA with BYPL otherwise successful bidder(s) shall be applying for the short term open access booking under T-GNA as per the latest open access Regulations / Guidelines in vogue after consulting with BYPL. The successful bidder(s) shall be responsible for the delivery of power at NR periphery.

In case, bidder is a trader then T-GNA shall be booked by trader and BYPL shall reimburse the T-GNA charges (i.e. CTU transmission charges, application fee and other charges such as RLDC operating charges, STU charges etc., if any beyond delivery point) to the trader on submission of bill. The T-GNA charges shall be reimbursed, by BYPL within 07 days of production of reimbursement invoice and Proof of payment of T-GNA charges through e-mail.

In case of revision /cancellation of approved open access quantum, the party seeking revision /cancellation shall bear all the consequent open access charges and any other charges, as applicable, for such revision/ cancellation under the open access Regulations in force.

4. Scheduling of Power:

(i) Scheduling of power shall be as per extant CERC Open Access Regulations, CTUs Open Access procedure and IEGC/DEGC in vogue and shall include the following:

a. 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, RPCs and Delhi SLDC.
b. The trader/utility shall explore all possibilities to schedule and obtain Open Access approval for full quantum by means of Advance submission of application for booking of corridor. The importing utility can schedule power under T-GNA or GNA regime (In accordance with Central Electricity Regulatory Commission (Connectivity and General Network Access to the inter-State Transmission System) Regulations, 2022) as per its suitability.
c. Scheduling of power should be uniform throughout the mentioned time block period filled in the tender document subject to Open Access approval received from nodal RLDC.
d. The successful bidder(s) shall put all efforts to ensure booking of corridor under Advance T-GNA Application Category or as applicable due to time-to-time instructions of BYPL under GNA/T-GNA regime. Trader(s) will be fully responsible for filing applications as per the consent conveyed by the utilities. No change in the consent so given will be allowed except with written mutual consent of both the parties. Hence, in case change is done without written mutual consent of both the parties, the required compensation on changed quantum of power shall be payable by the bidder/trader as per tender document.
e. In case Nodal RLDC decides to go for e-bidding for booking of corridor, BYPL may instruct, Bidders to participate in e-bidding at the price informed by BYPL, bidder shall participate in e-bidding accordingly. However, bidders may also quote price in addition to price informed by BYPL but BYPL will be liable to reimburse price only informed by BYPL for participation.
f. In case of re-routing of open access corridor due to congestion/system constraints, the additional charges involved shall be borne by recipient utility.
g. In case of revision/cancellation of approved open access corridor, the party seeking such revision/cancellation shall bear all of the open access charges including open access application fee as applicable under the Intra/Inter-state open access regulation from injection point till the point of drawl applicable due to such revision/cancellation/surrender.
h. In case of withdrawal of open access application once it is punched but not approved yet, Party seeking such withdrawal shall be liable for payment of Open Access Application Fee or any other charges associated with it.
i. **Treatment in case of Power Regulation**-Power supply regulation by POSOCO under LPSC rules-2022 (as amended from time to time), shall be dealt as under: -
   - **In case of Trader**-
     I. In case, there is curtailment of power, the shortfall energy for that month shall be returned to BYPL, as per written mutual consent.
     II. Alternatively, the trader can arrange the power from alternate sources for the shortfall quantum.
     III. In case, trader fails to schedule power from alternate sources or there is no mutual consent as per clause ‘I’ above, the shortfall in the returnable energy shall be settled at the rate of Rs. 6.00/kWh or 120% of IEX DAM rate during shortfall period whichever is higher.

   - **In case of Utility**-
     I. In case, there is curtailment of power, the shortfall energy for that month shall be returned to BYPL, as per mutual consent.

II. In case, there is no mutual consent as per clause 'I' above, the shortfall in the returnable energy shall be settled at the rate of Rs. 6.00/kWh or 120% of IEX DAM rate during shortfall period whichever higher.

5. **Payment/Surcharge on Late Payment:**

(i) All payments against Trading margin, Open Access/T-GNA and adjustment of energy bill shall be made within 7 working days from the date of receipt of bills. *Bills received after 12:00 hrs shall be considered to be received on next working day and shall be processed accordingly*.

(ii) In case of cancellation/ revision 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

(iii) 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.

6. **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. 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.

7. **Energy Accounting:**

(i) 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.
(ii) 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.
(iii) 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).
(iv) 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.
(v) In case of RE power return the trader/utility shall provide certificate from competent authority on monthly basis for the quantum returned.
(vi) Final bill shall be raised on the basis of REA adjustment, if any.

8. **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.

In case Successful bidder (Trader/Utility) fails to supply the contracted returnable energy during a month, due to Transmission Constraints* and/or any force majeure conditions, the balance energy for that month shall be returned to BYPL, during the same or immediate succeeding month of return period or as per mutual consent of both utilities.

*Transmission constraint to excuse a Party's obligations under this Agreement due to a Force Majeure Event shall be subject to the following limitations and restrictions:
The Force Majeure Event was not caused by the non performing Party's negligent or intentional acts, errors or omissions, or by its negligence/failure to comply with any material Law, or by any material breach or default under this Agreement.

During return of banked energy to BYPL, if Trader/the supplying utility, fails to apply in advance for open access on time (including obtaining SLDC's consent in advance) 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. 1.00/Kwh. Such compensation amount may be recovered from the payment security provided by the bidder/trader. However, it does not absolve the Trader/Importing Utility of its responsibility to supply full Contracted Returnable Energy to BYPL. In such case also, BYPL shall be rightfully eligible to get the balance quantum of energy in the period as deemed fit by it.

Further, in case trader/utility fails to return the returnable energy to BYPL within mutually agreed period or contract period due to any reason whatsoever/default by Trader/Utility, shortfall in the returnable energy shall be settled by the exporting utility/trader at the rate of Rs. 6.00/kWh or 120% of IEX DAM rate during shortfall period, whichever is higher. The bill for balance energy will be raised within 10 days from the end of contract period and the same shall be paid by trader/utility within 10 days from the date of receipt of bill. If the trader/utility fails to pay the bill for balance energy, such settlement amount may be recovered from the payment security provided by the bidder/trader. Further for the delay in payment beyond 10 days from receipt of bill, surcharge will be applicable at 1.25% per month.

In case BYPL is willing to supply the banked power during contracted period and trader/utility fails to receive, resulting in shortfall then shortfall quantum shall be scheduled as per period offered by BYPL without any additional liability to BYPL.

The change of source i.e. supply/ return of power to BYPL from alternate source in specific cases may be permitted subject to BYPL approval., The party changing the source shall submit the NOC from earlier source and also provide the supporting from alternate source. The party requesting for change of the source shall bear any additional OA charges and E-bidding charges in such case.

9. Corridor Surrender/Revision:

During period of supply of power by BYPL, BYPL reserves the right to reduce the quantum of supply. Once open access application is approved by the concerned RLDC, any schedule revision shall be allowed only after consent from BYPL. In case of revision / cancellation of approved open access quantum, the party seeking revision / cancellation shall bear all the consequent open access charges and any other charges as applicable under the Inter-State Open Access Regulations in force from the injection point till the point of drawl applicable due to such surrender/cancellation. Please note that any curtailment/ downward revision of the approved open access quantum shall be done equally/proportionately in every time block with a clear three days (excluding Sundays & holidays) written notice to BYPL/trader/bidder/supplier as the case may be, from the implementation date of such corridor revision/surrender.
It will be the responsibility of the successful bidder/trader to apply open access on time subsequent to receipt of LoA from BYPL and necessary consent being provided by BYPL in this regard as per the stipulated timeline of RLDC's guidelines in force. In case, bids are submitted directly by any utility without involvement of a trader, then responsibility of applying timely open access during the period of export by BYPL shall remain with the importing utility and during the period of return by the opposite utility, this responsibility shall remain with BYPL. During the return of banked power to BYPL, if due to

delay in applying open access by the successful bidder/ trader results into imposition of e-bidding charges by the nodal RLDC, such e-bidding charges shall be borne by the successful bidder/trader.

10. 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.

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.

Force Majeure events shall include but limited to:

a) Act of war, invasions, armed conflict, blockade, revolution, riot, insurrection, or civil commotion, terrorism, sabotage, fire or criminal damage.
b) Act of God, including fire, lighting, cyclone, typhoon, tidal wave, storm, earthquake, landslide, epidemic or similar cataclysmic event.
c) Any curtailment/suspension/ no availability of transmission capacity imposed by any Intervening RLDC's.
d) Change in law.
e) Regulatory / Govt. Intervention in the matter of power trading.

If in the event the contracted energy is not being returned to BYPL, due to force majeure events, such contracted energy shall be returned by the successful bidder/trader during the period as per the requirement of BYPL and in the event the successful bidder/trader is not able to return the same during the period as desired by BYPL; the same shall be paid by the successful bidder/trader @ Rs. 6.00 per unit or Exchange rate (whichever is higher) within 15 days of end of contract. Any delay in this shall attract LPSC @ 1.25% per month.
Note- Any import/export restriction imposed on the opposite utility on account of LPSC rules/payment disputes will not be considered as a force majeure.

11. Dispute Resolution:

(i) In case of any dispute by either party, the affected party shall send a Notice of Dispute to the other party within 3 days
(ii) The parties shall meet within a period of 30 days from the date of receipt of Notice and use their best efforts to settle the Dispute/Difference in an amicable manner through good faith negotiations.
(iii) In the event of failure of the parties to settle Dispute/Difference amicably within such 30 days period, either party may refer unresolved dispute or difference for resolution by Arbitration, in accordance with the provision under Section 158 of the Electricity Act, 2003. The venue for arbitration shall be at New Delhi.
(iv) Notwithstanding the existence of any disputes and differences, whether referred to arbitration or not, the Parties hereto shall continue to perform their respective obligations under this Agreement throughout the Term of this Agreement.

12. 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 with this "Bid Document" 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.

13. Termination Clause:

BYPL reserves the full right to terminate the banking contract if the trader /utility fails to abide by the terms and conditions as stipulated for banking of the power. In such an eventuality BYPL shall neither be responsible nor liable for any loss suffered by the successful bidder.

14. Change of Law:

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, purchase or banking of power, the same shall be binding on both the parties.

15. Disclaimer and BYPL Rights:

This NIT shall not be construed as an offer and BYPL is not bound to banking of energy from any bidder pursuant to this NIT. BYPL reserves the right to increase / decrease the quantum mentioned in this tender document.
BYPL reserves the right to modify or withdraw from the process initiated by it. BYPL reserves the right to reject any or all bids, or any portion of a specific bid for any reason or to accept any bid in full or in part, as may be advantageous to BYPL, without assigning any reason what so ever. BYPL reserves the right to enter into PPA with one or more of the bidders. BYPL assumes no obligation to provide a reason for rejection of a bidders' bid in full or in part.
BYPL reserves the right to cancel the order as a whole or in part at any time in the event of default on the part of the bidder.
Telegraphic / Telex / faxed bids in physical shape shall not be accepted.

16. Other important dates and information:

1	Last date for receiving queries if any	7th August 2026
2	Response to queries latest by	11th August 2026

In case, bid submission date happens to be a holiday, the date of submission/opening of tender will automatically be shifted to the next working day. The scheduled time will remain the same.

17. Contact Person of BYPL:

Sh. Ravindra Gupta
General Manager
2nd Floor, A-Block, Shakti-Kiran Building
Karkardooma, New Delhi-110092
Tel (O): 011-41247699
Email: ravindra.gupta@relianceada.com

Sh. Rohit Gupta
DGM (PMG)
2nd Floor, A-Block, Shakti-Kiran Building
Karkardooma, New Delhi-110092
Tel (O): 011-41247782
Email: rohit.d.gupta@relianceada.com

(To be given on the official letter of the Bidder)

Annexure I

To,

Head-Power Management,
BSES Yamuna Power Limited
2nd Floor A-Block, Cabin-1,
Shakti-Kiran Bldg, Karkardooma,
New Delhi-110092,
Tel (O) - 011-41247778

Acceptance of General Terms and Conditions and submission of Banking Bid

1.) Certified that I am authorized person on behalf of my company/ organization to submit bid.
2.) We/I 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 all the terms and conditions are acceptable to us.
3) We are enclosing **RTGS/DD/BG 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: -

Arrangement 1: **Return Ratio %: _____**

Supply of power by BYPL in 0-24 Hrs.		Return of banked power to BYPL in 0-24 Hrs.	
Month	**Quantum (MW)**	**Month**	**Quantum (MW)**
1st Nov-30th Nov 2026		1st May-31st May 2027	
1st Dec-31st Dec 2026		1st June-30th June 2027	
1st Jan-31st Jan 2027		1st July-31st July 2027	
1st Feb-28th Feb 2027		1st Aug-31st Aug 2027	
1st Mar-31st Mar 2027		1st Sep-30th Sep 2027	

Arrangement 2: **Return Ratio %: _____**

Supply of power by BYPL in 0-6, 18-24 Hrs.		Return of power to BYPL in 0-3, 18-24 Hrs.	
Month	**Quantum (MW)**	**Month**	**Quantum (MW)**
1st Nov-30th Nov 2026		1st May-31st May 2027	
1st Dec-31st Dec 2026		1st June-30th June 2027	
1st Jan-31st Jan 2027		1st July-31st July 2027	
1st Feb-28th Feb 2027		1st Aug-31st Aug 2027	
1st Mar-15th Mar 2027		1st Sep-30th Sep 2027	

Trading Margin- *to be quoted by Bidder

Note:

1. Supply & return months being the same, Bidders may also submit bids with different import & return time slots other that specified above. However, Selection/Rejection of such bids shall be at sole discretion of BYPL.
2. For purpose of bid submission, bidders may suitably modify the above table in line with their offer.

Signature: (Authorized Signatory)

Name: ______________________________
Date: _____/_____/___________________
Designation: ________________________
Name of company/Org.: ______________
Address: ____________________________
Telephone No (O)/Mobile: ____________
E-mail ID: ___________________________
Seal of company _____________________

(To be given on the official letter of the Bidder)

Annexure II

Tender Specification No.

Description of Bidder

1. Name:

(a) Address of the corporate headquarters and its branch office (s), if any, in India:

(b) Date of incorporation and / or commencement of business:

2. Brief description of the Company:

(a) Website:

(b) Turnover:

(c) If generator – location / Trader – License Number:

3. Details of individual(s) who will serve as the point of contact:

Name:

Designation:

Address:

Telephone Number:

E-Mail Address:

Fax Number:

4. Particulars of the Authorized Signatory of the Bidder

Name:

Designation:

Address:

Telephone Number:

E-Mail Address:

Annexure III

SCHEDULE OF DEVIATIONS
(To be filled by Bidder)

Sr. no	**Clause no of specification**	**Deviations**

We hereby certify that the above mentioned are the only deviations from purchaser's aforesaid specifications and general conditions. Except for the above deviations in General terms and Conditions of Tender no BYPL/ PMG/FY26-27/Tender/Banking-1 dated 30.07.26 all other terms and provisions are hereby accepted

Signature of Authorized Signatory

Dated:

Name: __________________
Designation: _____________

FORMAT OF Special Conditions to the Letter of Credit

(To be on non-judicial stamp paper of Rs. 100)

1. This Standby Revolving Irrevocable Letter of Credit is issued by (issuing Bank's Name & Address) at the request of (mention applicant name) to M/s BSES Yamuna Power Limited (Beneficiary).

2. This Standby Revolving Irrevocable Letter of Credit is established is towards security of payment for supply of power on short-term basis through competitive bidding process, acceptance of LOA vide Letter no. ________________________ dated _____________ (Reference-Tender Enquiry No-BYPL/PMG/FY26-27/Tender/Banking-1, dated 30-July-2026)

3. The face value of this Revolving Irrevocable Letter of Credit is Rs. ____________ (Rupees __________________________only).

4. Multiple encashments are allowed at any time up to its limit.

5. The amount negotiated under this Letter of Credit will be reinstated to its original value upon funding of prior withdrawals by the Applicant i.e. (Name of the applicant).

6. Payment under this Standby Letter of Credit shall be done only upon written demand for payment in any format when such demand is presented to us at (mention Banks's Branch with address) signed by an authorized representative of M/s BSES Yamuna Power Limited.

7. The Issuing Bank hereby expressly agrees that it shall not require any proof in addition to the written demand by the beneficiary i.e., BSES Yamuna Power Limited, made in any format, raised at the above-mentioned address of the Issuing Bank, in order to make the said payment to BSES Yamuna Power Limited.

8. This Standby Letter of Credit shall be valid upto ___________ (being 60 days beyond contract period). The issuing Bank shall not be required to pay claims made under this Standby Letter of Credit after the validity of this Standby Letter of Credit. Any claim presented within the validity of SBLC will be paid even after expiry of SBLC.

9. Notwithstanding anything contained hereinabove, our liability under this SBLC is restricted to Rs.…………………../- (Rupees ……………………………………………………only) and it shall remain in force until …………………….. We are liable to pay the guaranteed amount or any part thereof under this SBLC only if you serve upon us a written claim or demand on or before (Date of expiry).

Signature

Name

Power of Attorney No.

For _ (Insert name of the Bank)

Banker's Stamp and Full Address.

Dated this day of

FORMAT OF THE UNCONDITIONAL AND IRREVOCABLE BANK GUARANTEE FOR EMD Guarantee.

(To be on non-judicial stamp paper of Rs. 100)

In consideration of the ___________________(Bidder) submitting the Bid inter alia for supply of power during the period ______to ______ on short term basis, in response to the RfP issued vide Event No. and ______being a bidder, required to deposit EMD as per the terms of the RfP, the ___(Bank) hereby agrees unequivocally, irrevocably and unconditionally to pay BSES Yamuna Power Limited (hereinafter referred to as "Procurer") forthwith on demand in writing from BSES Yamuna Power Limited or any Officer authorized by it in this behalf, any amount upto and not exceeding Rs. _____ /- (Rupees _____ only), on behalf of M/s _____ (Bidder).

This guarantee shall be valid and binding on this bank up to and including (Claim Date) and shall not be terminable by notice or any change in the constitution of the Bank or the term of tender or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between concerned parties. The guarantor Bank hereby agrees and acknowledges that the Procurer shall have a right to invoke this BANK GUARNTEE in part or in full, as it may deem fit/

Our liability under this Guarantee is restricted to Rs. _____ /- (Rupees _____ only). Our Guarantee shall remain in force until (Expiry Date). The Procurer shall be entitled to invoke this Guarantee until (Claim Date) (enter the date one month later than above mentioned date).

The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand by the Procurer, made in any format, raised at the above-mentioned address of the Guarantor Bank, in order to make the said payment to the Procurer.

The Guarantor Bank shall make payment hereunder on demand without restriction or conditions and notwithstanding any objection by the Bidder or any other person. The Guarantor Bank shall not require the Procurer to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against the Procurer in respect of any payment made hereunder.

This BANK GUARANTEE shall be interpreted in accordance with the laws of India.

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 or any other change in the constitution of the Guarantor Bank.

This BANK GUARANTEE shall be primary obligation of the Guarantor Bank and accordingly the Procurer 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 to exercise, levy or enforce any distress, diligence or other process against the Bidder.

The Guarantor Bank acknowledges that this BANK GUARANTEE is not personal to the Procurer and may be assigned, in whole or in part, (whether absolutely or by way of security) by Procurer to any entity to whom the Procurer is entitled to assign its rights and obligations.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rs. /-

(Rupees only) and it shall remain in force until……
with an additional claim period of one month thereafter. We are liable to pay the guaranteed amount or any part thereof under this BANK GUARANTEE only if the Procurer serves upon us a written claim or demand.

Signature
Name
Power of Attorney No.
For _ (Insert name of the Bank)
Banker's Stamp and Full Address.
Dated this day of