



BSES Yamuna Power Limited

Tender Bid Document For Banking of Power On Firm Basis

During 1st Nov-2023 to 28th Feb-2025

Through: Competitive Bidding

Last Date for Submission of Bid is 3-Oct-2023 (15:15 Hrs)

& Opening of Bid is 3-Oct-2023 (15:30 Hrs)

COMMERCIAL AND GENERAL CONDITIONS

Tender No: BYPL/PMG/FY 23-24/Tender/Banking-1, Date 20-Sep-2023

Head (Power Management Group)
2nd Floor, A-Block, Shakti-kiran Building
Karkardooma, New Delhi-110092

Ph: 011-41249224

Fax: 011-41247787

Email- pmgbypl@gmail.com

Web: www.bsedelhi.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 invites offers from the CERC licensed power traders / utilities for power banking arrangement for the period as per the details given below: -

Arrangement 1:

Supply of power by BYPL in 00-07 & 20-24 Hrs.	
Month	Quantum in MW
Nov-2023	Up to 300 MW
Dec-2023	Up to 200 MW
Jan-2024	Up to 200 MW
Feb-2024	Up to 200 MW

Return of banked power to BYPL in 0-3 & 18-24 Hrs.	
Month	Quantum in MW
16 th April 2024 to 30 th April 2024	Equally Distributed Returnable Energy within the period
May-2024	
June-2024	
1 st Sep 24 to 15 th Sep 24	

Arrangement 2:

Supply of power to BYPL in 0-3 & 18-24 Hrs.	
Month	Month
16 th April 2024 to 30 th April 2024	Up to 150 MW
May-2024	Up to 150 MW
June-2024	Up to 200 MW
1 st Sep 2024 to 15 th Sep 2024	Up to 100 MW

Return of banked power by BYPL in 0-24 Hrs.	
Month	Quantum in MW
Nov-2024	Equally Distributed Returnable Energy within the period
Dec-2024	
Jan-2025	
Feb-2025	

Note: -

- **Minimum bid quantum should be 50 MW.**
- **Return quantum should be uniform over the return period.**
- **If trader/utilities prefer 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 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 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 for Arrangement-1 and minimum return percentage for Arrangement-2 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. 500000/- (Rupees Five Lac) only through RTGS directly in the designated account of BYPL.

Bank details of BYPL for payment of EMD 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)

The EMD of the successful bidders shall be converted as a part of Performance Guarantee, which shall be returned within 3 months after completion of the contract in all respects. EMD of unsuccessful bidders shall be returned after 30 days from the date of opening of the tender enquiry or finalization of tender enquiry and completion of formalities by successful bidders, whichever is earlier.

The bid without prescribed amount of EMD shall be rejected.

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 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) In case 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.

6. 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 III
- 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).

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 and return ratio (Annexure-II).

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-2023 to 28th Feb-2025**” and shall be sent to:

Head- Power Management

BSES Yamuna Power Limited

Block-A, Cabin-1, 2nd Floor,

Shakti-Kiran Building, Karkardooma, New Delhi-110092

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

Email- pmgbypl@gmail.com

The bids to be submitted on or before by “**03-Oct-2023**” 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 ShaktiKiran Building, Karkardooma**”. The representatives of the participating parties may be present at the time of opening of the bid, if they so desire.

7. Contract Documents

BYPL shall intimate the award of power banking arrangement to the successful Bidder/s through a letter of Award (LoA) to be dispatched by E-mail/ Fax. Successful Bidder/s shall convey their acceptance of Letter of Award within 3 days of issue of LoA.

Successful Bidder shall convey his acceptance of Letter of Award within 3 days from the date of receipt of LoA . 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.

Acceptance of LoA shall be construed as a binding contract and all the terms and conditions of LoA shall be deemed as having entered into an agreement for transaction of contracted power for the duration/ period as mentioned in 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. And such no separate agreement shall be executed.

8. Scheduling of Power

- (i) The power shall be scheduled and dispatched as per prevailing relevant provisions of CERC “Open Access in Inter-State Transmission) Regulation.
- (ii) Both the parties (BYPL & successful bidder) shall obtain the month wise SLDC consent for open access booking in advance for scheduling of contracted power as per applicable CERC regulations.
- (iii) Both the parties (BYPL & successful bidder) shall exchange their SLDC’s consent on Format-II for entire Banking cycle within 30 days of issue of LOA. In case of Trader/s, Trader will obtain consent of both the utilities for entire banking cycle and will supply the copies of the same to both the utilities respectively.
- (iv) The schedules/applications so exchanged 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.
- (v) **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-**
 - a. In case, there is curtailment of power, the shortfall energy for that month shall be returned to BYPL, as per mutual consent.
 - b. Alternatively, the trader can arrange the power from alternate sources for the shortfall quantum.
 - c. In case, trader fails to schedule power from alternate sources or there is no mutual consent as per clause ‘a’ 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-

- a. In case, there is curtailment of power, the shortfall energy for that month shall be returned to BYPL, as per mutual consent.
- b. In case, there is no mutual consent as per clause 'a' 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.

(vi) **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.

(vii) **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.

(viii) **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.

(ix) **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.

(x) **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.

(xi) **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.

(xii) **Contact Person:**

For any clarification in this regard, please contact

Sh Ravindra Gupta, Deputy General Manager (contact no-8817016245)

Email: ravindra.gupta@relianceada.com

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

Annexure-I: General Terms and Conditions

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

1. Period, Time slot & Quantum of Power:

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

Arrangement 1:

Supply of power by BYPL in 00-07 & 20-24 Hrs.	
Month	Quantum in MW
Nov-2023	Up to 300 MW
Dec-2023	Up to 200 MW
Jan-2024	Up to 200 MW
Feb-2024	Up to 200 MW

Return of banked power to BYPL in 0-3 & 18-24 Hrs.	
Month	Quantum in MW
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June-2024	
1 st Sep 24 to 15 th Sep 24	

Arrangement 2:

Supply of power to BYPL in 0-3 & 18-24 Hrs.	
Month	Month
16 th April 2024 to 30 th April 2024	Up to 150 MW
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June-2024	Up to 200 MW
1 st Sep 2024 to 15 th Sep 2024	Up to 100 MW

Return of banked power by BYPL in 0-24 Hrs.	
Month	Quantum in MW
Nov-2024	Equally Distributed Returnable Energy within the period
Dec-2024	
Jan-2025	
Feb-2025	

Return of Power:

Trader/utilities are requested to clearly indicate the premium, in percentage, offered/asked by them on the quantum of banked power in the manner indicated as per the above arrangement. If trader/utilities prefer to supply energy/return the banked energy in some other time slots/ period, BYPL would consider the same based on mutually agreed basis. However, selection/Rejection of such bids shall be at sole discretion of BYPL.

In case of any corridor constraints during normal returning period the balance quantity shall be returned in successive months during the return contract period with the mutual consent of both the parties. In case of curtailment during supply period the return schedule shall be revised based on actual energy supplied with the mutual consent of both the parties.

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 bidder (Trader/Utility) shall apply open access on advance basis for the entire contracted quantum for all the blocks of the contracted period immediately after the acceptance 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) The power shall be scheduled and dispatched as per prevailing relevant provisions of CERC “Open Access in Inter-State Transmission) Regulation.
- (ii) Both the parties (BYPL & successful bidder) shall obtain the month wise SLDC consent for open access booking in advance for scheduling of contracted power as per applicable CERC regulations.
- (iii) Both the parties (BYPL & successful bidder) shall exchange their SLDC’s consent on Format-II for entire Banking cycle within 30 days of issue of LoA. In case of Trader/s, Trader will obtain consent of both the utilities for entire banking cycle and will supply the copies of the same to both the utilities.
- (iv) The schedules/applications so exchanged 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.
- (v) 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.
- (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. 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-

In case Successful bidder (Trader/Utility) /BYPL 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/Other Utility, as per mutual consent.

Further, in case trader/utility fails to return the returnable energy to BYPL within mutually agreed period or 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 same also applies to reverse situation as per Arrangement 2. 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, BYPL will forfeit the CPG. Further for the delay in payment beyond 10 days from receipt of bill, surcharge will be applicable at 1.25% per month

6. 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. The same also applies to reverse situation as per Arrangement 2.

- (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. The same also applies to reverse situation as per Arrangement 2.
- (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.

7. Payment & late surcharge:

- (i) 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.*
- (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.

8. Compensation for default:

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.

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 Paisa 1.50/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.

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 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.

11. Termination Clause

BYPL reserves the full right to terminate the bi-lateral contract if the trader/utility fails to abide by the terms and condition as stipulated for banking of the power. In such case the security amount i.e. EMD/CPG deposited with BYPL shall be forfeited.

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(On the letter Head of the Bidder)**Annexure II**

To,

**Head-Power Management,
BSES Yamuna Power Limited
2nd 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

- 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: -

Arrangement 1:

Supply of power by BYPL in 00-07 & 20-24 Hrs.		Return of banked power to BYPL in 0-3 & 18-24 Hrs.	
Month	Quantum in MW	Month	Quantum in MW
Nov-2023		16 th April 2024 to 30 th	
Dec-2023		May-2024	
Jan-2024		June-2024	
Feb-2024		1 st Sep 24 to 15 th Sep 24	

Arrangement 2:

Supply of power to BYPL in 0-3 & 18-24 Hrs.		Return of banked power by BYPL in 0-24 Hrs.	
Month	Month	Month	Quantum in MW
16 th April 2024 to 30 th April 2024		Nov-2024	
May-2024		Dec-2024	
June-2024		Jan-2025	
1 st Sep 2024 to 15 th Sep 2024		Feb-2025	

Trading Margin- *to be quoted by Bidder

Signature: _____

Name: _____

Date: ____/____/____

Designation: _____

Name of company/Org _____

Address _____

Telephone No (O)/Mobile _____

Seal of company _____

Annexure III

(On the letter Head of the Bidder)

**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: Company:

Address:

Telephone Number:

E-Mail Address:

Fax Number:

4. Particulars of the Authorized Signatory of the Bidder

Name:

Designation:

Address:

Telephone Number:

Fax Number: