

E-Tender Notice: BYPL/PMG/SHORT_TERM/2022-23/001**REQUEST FOR PROPOSAL (RFP)****FOR****PROCUREMENT OF POWER ON SHORT-TERM BASIS THROUGH****TARIFF BASED COMPETITIVE BIDDING PROCESS****BY****BSES YAMUNAPOWER LIMITED (BYPL)**

(As per “Guidelines for short-term (i.e. for a period of more than one day to one year) Procurement of Power by Distribution Licensees through Tariff based bidding process” issued by Ministry of Power, Government of India)

TIME TABLE FOR SHORT TERM PROCUREMENT BID PROCESS

SN	Event	Time
1	Publication of Request for Proposal (RFP)/ Activation of Event	20 th January, 2023 at 15:00 hrs
2	Last date of submission of RFP Bids including EMD	31st January, 2023, at 12:00 Hrs
3	Opening of non-financial technical Bids	1st February, 2023, at 11:00 Hrs
4	Opening of IPOs	1st February, 2023, at 12:00 Hrs
5	Start of e-RA	1st February, 2023, at 14:00 Hrs
6	Issuance of LOA and submission of signed LOA.	After the approval of Hon’ble DERC (As per Requirement)
Hard copy of EMD and sealed bids should reach BYPL by 31st January, 2023, by 12:00 Hrs		

Bids to be submitted through	DEEP e-Bidding portal
Office inviting bids & Place of submission of EMD	Sh. Jitendra Nalwaya HOD(PMG), BSES Yamuna Power Limited Shaktikiran Building, 2nd Floor, A-Block Karkardooma, New Delhi-110032 Email Id: Jitendra.Nalwaya@relianceada.com
Details of persons to be contacted in case of any query/ assistance	Sh. Shekhar Saklani (Power Management Group), Tel (O) – 011-4124-7576, Mob:- 8010618252, Email- Shekhar.saklani@relianceada.com

Bidding will be done through e-bidding portal (DEEP) only as per the guidelines for short term procurement of power notified by the Ministry of Power as amended from time to time. The link for the e-bidding portal is www.mstcecommerce.com, and is also available on the website of Ministry of power (www.Powermin.nic.in) and PFC Consulting Limited (www.pfcclindia.com). Bidders are requested to familiarize with the revised guidelines notified by the Ministry of power carefully, before submitting the offer.

1. Introduction and Background

M/s BSES YAMUNA POWER LIMITED 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 the Generators, licensed power traders and utilities (Bidders) for Purchase of power on short term basis for the period commencing from 16th April -23 to 15th June-2023.

2. E-Bidding fee

All the Bidders would be able to participate in the e-Bidding events on making payment of the requisite fees of Rs. 500 per MW per requisition for the total capacity sought by the Utility for that particular requisition for which the a bidder is willing to bid, to PFCCL. The requisite fee plus applicable taxes shall be deposited through the portal by e-Payment Gateway provided by MSTC Ltd. After the completion of the bidding process, only successful Bidder(s) will have to pay these charges for the quantum allocated to each bidder. The balance amount will be refunded by PFCCL within seven (7) working days without any interest. The fee deposited by non-Selected Bidder(s) will also be refunded by PFCCL within seven (7) working days of completion of the event without any interest.

3. Quantum

BYPL invites bids through e-tender for purchase of power on Firm basis under Short Term Power Procurement from various sources as specified in table shown hereunder.

Month	Period	Duration	Quantum (Mw)	Minimum Bid Quantum (Mw)	Delivery Point
Apr-23	16th April-2023 to 30th April-2023	0-3 & 21 to 24 Hrs	100	25	BYPL Periphery (Interconnection with Delhi STU)
		14 to 21 Hrs	50	25	
May-23	1st May-2023 to 15th May-2023	0-3 & 21 to 24 Hrs	200	25	
		14 to 21 Hrs	100	25	
	16th May-2023 to 31st May-2023	0-3 & 21 to 24 Hrs	200	25	
		14 to 21 Hrs	100	25	
Jun-23	1st June-2023 to 15th June-2023	0-3 & 21 to 24 Hrs	150	25	

BYPL may choose any/all fortnight/months and duration for Purchase of Power as per its requirement.

4. Qualification Criteria

The qualifying requirements for a bidder to bid for this tender are as follows:

- i. The bidder must quote not less than **25 MW** quantum of power from single source of generation.
- ii. The quantum of power offered by the bidder shall be firm power for the duration mentioned above.
- iii. The bidder must submit the details of bidder company details as per **Annexure 'I'** of tender specification for consideration of their bid.
- iv. The bidder must submit the undertaking as per **Annexure 'II'** that General Terms & Conditions of the RFP Documents have been accepted unconditionally.
- v. If Bidder is a Trader, it shall submit a copy of valid Category license or equivalent Trading License issued by Appropriate Commission.
- vi. If bidder is a trader, it should submit a copy of executed power purchase agreement with the Generator/Supplier or an equivalent arrangement for supply of power and/or a copy letter of authorization from the generator / Supplying utility.

NOTE: Bidders who are found qualified in technical Bid shall only be considered for opening of Financial Bid (IPOs)

5. Earnest Money Deposit (EMD)/ Bank Guarantee (BG)

- I. The Bidders are required to submit EMD for the maximum capacity which they wish to offer (in single bid or sum total of multiple bids) @ Rs. 30,000/- per MW per month on RTC (30 days, 24 hours) basis and same shall be reduced on prorata basis in case bids are invited on hourly basis, in the form of Bank Guarantee /e-Bank Guarantee issued by any Nationalized/Scheduled Bank or Electronically Transfer through payment gateway provided by MSTC Ltd. in the portal.

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

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

For Example: For a requirement of 1 MW for 15 days for 4 hours, the EMD shall be Rs. 30,000 x (15 days / 30 days) x (4 hrs / 24 hrs) = Rs. 2,500/-

- i. The EMD will not carry any interest.
- ii. The EMD of successful bidders will be returned after completion of contractual obligations.
- iii. On finalization of tender, intimation will be sent to the rejected / non accepted bidders and EMD will be returned.

II. The EMD shall be forfeited if,

- i. Bidder withdraws bid during Bid Validity Period except as provided in these guidelines.
 - ii. The contractual obligations are not fulfilled satisfactorily.
 - iii. For non-submission of Contract Performance Guarantee by Successful Bidder(s).
- III. The EMD shall be refunded to the unsuccessful Bidders within 10 days of expiry of **Bid validity period**.
- IV. The EMD of the Successful Bidder(s) shall be refunded after furnishing the Contract Performance Guarantee (CPG).

6. Contract Performance Guarantee (CPG):

- i. The Successful Bidder(s) may be required to furnish CPG within 7 days from the date of selection of Successful Bidder(s) for an amount calculated at **Rs. 2 lac** per MW per month (30 days, 24 hours) of contract period or part thereof. The CPG for the procurement of power on hourly basis shall be calculated on pro-rata basis as per the example given above for calculating EMD.
- ii. The CPG shall be in the form of BG issued by any Nationalized/Scheduled Bank and valid for the period of Contract with a claim period of 1 month after the expiry of contract period.
- iii. In the event, the CPG is not furnished within the stipulated date, the EMD submitted against the Notification shall be forfeited.
- iv. The CPG provided by the Successful Bidder(s) shall be forfeited for nonperforming the contractual obligations. The CPG shall be released within 30days after completion of Contract Period.

7. Bid Validity Period:

The offer shall remain valid till 45 days from e-RA. 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 may be forfeited.

8. Tariff Structure:

- i. The Bidder shall quote the single tariff at the Delivery point i.e. BYPL periphery (BYPL Interconnection with Delhi STU) up to (3) decimals which shall include Capacity charge, Energy charge, Trading Margin (in case of Bidder being a Trader), All applicable Transmission charges & transmission losses, all load dispatch Centre charges, all Application/ Concurrence Charges and all taxes, duties, cess etc, imposed by Central Govt. / State Govt. / Local bodies.
- ii. Tariffs shall be designated in Indian Rupees only.

- iii. While quoting the tariff at BYPL Periphery, bidders may note that in view of ISTS sharing Regulation 2020, BYPL has sufficient approved LTA quantum to accommodate the short term power proposed in the bid and hence Interstate Transmission Charges should not be factored in the bid price. However, Delhi STU charges @ Rs 382.54/MWh and Delhi STU losses @ 0.88% are applicable and should be factored in the price bid.
- iv. In case Successful bidder is a trader or Discom with LTA then the application for open access shall be punched by successful bidder on behalf of BYPL. If, the successful bidder is a Generator/ Discom without LTA, then BYPL will apply for Open Access. In such cases, all charges payable to RLDC/ SLDC shall be reimbursed to BYPL within 3 working days of receipt of the bill from BYPL, beyond which Late Payment Surcharge (LPSC) at 1.25% shall be applicable.
- v. The tariff shall be constant and there shall be no escalation during the contractual period or later.
- vi. For avoidance of doubt, all applicable Transmission charges & transmission losses, all load dispatch Centre charges, all Application/ Concurrence Charges and all associated taxes, duties, cess are onto seller's account.
- vii. If power is being supplied through alternate source, additional charges and losses (if any), due to cancellation of existing corridor and booking of new corridor etc., shall be to the account of the seller.

9. Bidding Process:

- i. BYPL has issued this RFP for procurement of power on short term basis as per details mentioned in clause 3 above and this RFP has been uploaded on the DEEP e-Bidding portal. RFP has also been uploaded on BYPL's website (www.bsesdelhi.com).

10. Bid Submission:

- i. Tenders are to be submitted online through the DEEP e-Bidding portal. All the documents uploaded by BYPL, form an integral part of the contract. Bidders are required to upload all the documents as asked for in the RFP, through the above website within the stipulated date and time as given in the RFP. The Bidder shall carefully go through the RFP and prepare the required documents and upload the scanned documents in Portable Document Format (PDF) to the portal in the designated locations of Technical Bid.
- ii. The documents uploaded shall be digitally signed using the Digital Signature Certificate (DSC). Bidders should take note of all the addendum/corrigendum related to the RFP and upload the latest documents as part of the Bid.

- iii. The process of e-Bidding shall be conducted online, in accordance with the provisions laid herein. Each e-Bidding event shall comprise of two parts i.e. e-Tender and e-Reverse Auction. To participate in the event each Bidder will have to specify the source(s) of power for that particular bid. Each bid will have only one price per requisition accompanied by total quantum of power the Bidder intends to supply and minimum threshold quantum acceptable to the Bidder. However, the Bidder shall have the option to choose the requisition of an event in which it intends to participate. Each of the bid will have to be signed by the Digital Signature of the Bidder.
- iv. The Bidder shall use one Digital Signature to submit bid through one login and for each login the Bidder may submit only one price bid from one source. However, against each requisition the bidder have the option to bid multiple bids from separate logins from different sources. The bidder needs to ensure that only one bid is submitted from one source. In the event if two bids are received from the same source, both bids would be treated as non-responsive.
- v. Bidders shall be required to submit separate **non-financial technical Bids** and **Financial Bids** i.e. Initial Price Offer (IPO) through e-Bidding portal. The Bidder will have the option to indicate their minimum threshold quantity and the same would be considered for allocation of power to the Bidder(s). The non-financial Bids shall contain the acceptance of general terms and conditions without any deviation and information about the sources from which the Bidder shall supply the power. Bidders shall also be required to furnish necessary EMD/Bank Guarantee along with the Bids. The Bidders can revise their IPOs before date and time of submission of RFP.
- vi. Bidder shall also submit in original the requisite EMD (in the form of BG) and other requisite documents of non-financial bids in sealed envelope by the scheduled date & time in the office of –

HOD(PMG)

BSES Yamuna Power Limited
Shaktikiran Building, 2nd Floor, A-Block
Karkardooma, New Delhi-110032
Tel (O) – 011-4124-9224/ 011-4124-7576

Earnest Money Deposit, Tender Specification No. and due date of opening should be indicated clearly on the envelope itself

Note: -The bids without earnest money deposit shall be out rightly rejected.

- vii. The IPO shall be strictly as per the terms of RFP and shall be unconditional. The conditional price bid shall be summarily rejected.

11. 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.

12. Payment of Liquidated Damages for failure to supply the Instructed Capacity:

- i. Both the parties would ensure that actual scheduling does not deviate by more than 15% of the contracted power as per the approved open access on monthly (requisition) basis.
- ii. In case deviation from Procurer side is more than 15% of contracted energy for which open access has been allocated on monthly (requisition) basis, Procurer shall pay compensation at 20% of Tariff per kWh for the quantum of shortfall in excess of permitted deviation of 15% while continuing to pay open access charges as per the contract.
- iii. In case deviation from Seller side is more than 15% of contracted energy for which open access has been allocated on monthly (requisition) basis, Seller shall pay compensation to Procurer at 20% of Tariff per kWh for the quantum of shortfall in excess of permitted deviation of 15% in the energy supplied and pay for the open access charges to the extent not availed by the Procurer.

13. Consequences on Sale of Contracted Power to Third Party without consent of the Procurer

- i. In case the Seller fails to offer the contracted power as per the Agreement to the Procurer and sells this power without Procurer's consent to any other party, the Procurer shall be entitled to claim damages from the Seller for an amount equal to the higher of : (a) twice the Tariff as per the PPA for the corresponding contracted power; and (b) the entire sale revenue accrued from Third Parties on account of sale of this contracted power. These damages shall be in addition to Liquidated Damages as per clause of existing tender, for failure to supply the Instructed Capacity.
- ii. On a complaint to this effect by the Procurer to the concerned load dispatch centre, the Seller shall be debarred from participating in power exchanges and also from scheduling of this power in any short term/ medium term / long term contracts from that generating station for a period of three months from the establishment of default, in the complaint. The period of debarment shall increase to six months for second default and shall be one year for each successive default."

14. Payment term/Payment security to be made available by the Procurer

- i. The Procurer shall be required to provide revolving Letter of Credit (LC) equivalent to 100% of the weekly energy corresponding to Contracted Capacity at the tariff indicated in LOA. LC shall be opened prior to commencement of supply of power.
- ii. The LC will be used only as a payment security mechanism. In the event payment is not made even after expiry of Due date as mentioned in payment clause of LOA, then the seller will have the right to realize the payment through Letter of credit.

15. Opening and Evaluation of Bids:

- i. To ensure competitiveness, the minimum number of Bidders should be at least two for each requisition. If the number of Bidders responding to the RfP is less than two, and Procurer still

wants to continue with the selection process, the selection of that single Bidder may be done with the consent of the Appropriate Commission.

- ii. BYPL shall constitute a Standing Committee for evaluation of the Bids.
- iii. Technical proposals will be opened by BYPL or its Authorized Representative electronically from the website stated above, using their Digital Signature Certificate.
- iv. Technical proposals for those tenders whose original copies of DD/BG towards EMD have been received and who have deposited the e-Bidding Fee will only be opened. Proposals corresponding to which original copy of DD /BG towards EMD has not been received, will not be opened and will stand rejected.
- v. BYPL or its authorized representative can seek clarifications/documents required in connection with technical bid. After acceptance of the non-financial technical Bids, the Financial Bids, Initial Price offer (IPO) shall be opened as per the procedures specified in the Bid document.
- vi. In the event, if two or more Bidders quote the same amount of Tariff during IPO and e-Reverse Auction stage, the time of submission of bid will be the deciding factor for their ranking.

16. Elimination of Bidders:

The elimination of the Bidders shall be done by the following method:

After the opening of Initial Price Offers (IPO), the system will rank the Bidders according to their price bids. The Bidder with the highest price bid in IPO stage will be called the H1 Bidder. The system will then analyze all the quantities offered by the Bidders in the IPO stage. If the total quoted quantity is greater than twice the Requisitioned Quantity, the Highest Bidder (H1) will be eliminated provided that the total quoted quantity after elimination is not less than or equal to twice the Requisitioned Quantity.

The Elimination process will be done for each of the requisition separately.

17. E - Reverse Auction (e-RA):

- i. The shortlisted Bidders after elimination will be intimated individually by system generated emails only.
- ii. The Reverse auction should start within 120 minutes of opening of Initial Price Offers and shall continue for a period of next 120 minutes without any extension (automatic or otherwise).
- iii. During the Reverse Auction the shortlisted Bidders will have the option of reducing the tariff quoted by them in decrements of **One (1)** paisa or multiples thereof and to increase the

quantum quoted by them **One (1) MW** or multiples thereof. During the Reverse Auction the prevailing Lowest Tariff would be visible to all the Bidders.

- iv. The Bidders will have the option to increase the quantum of power up to the value corresponding to the EMD submitted along with IPO, but decrease the Tariff during the e-Reverse Auction process.

18. Issuance Of Letter Of Award (LoA):

- i. The Bidder after the e-RA process will be ranked in accordance with the tariff offered in ascending order. The list would also include the name, quantum offered and tariff quoted by those qualified Bidder(s) who have not changed the quantum of power and tariff from IPO stage to e-RA stage. The Bidder(s), in order of their rankings, offering the quantum of power up to the requisitioned capacity would be the Successful Bidder(s).
- ii. BYPL shall procure power from the Successful Bidders in the order of their rankings decided on the basis of tariff quoted by them until the entire Requisitioned Capacity is met.
- iii. BYPL shall have the right to issue Letter of Award (LoA) to the Successful Bidder(s) in the same order to fulfil its requirement, which can be lower than the Requisitioned Capacity but not less than the quantum of Lowest Bidder. In the event BYPL rejects or annuls all the Bids, it may go for fresh Bids hereunder. If BYPL fails to issue the LoA within the offer validity period, the Successful Bidder(s) shall have the option to exit without forfeiting the EMD.
- iv. In case the Selected Bidder(s) is allocated a quantity of power less than the minimum threshold quantum mentioned by it, it shall have the option to exit without forfeiting the EMD.
- v. In case the LoA is issued but Selected Bidder(s) is/are not in a position to fulfil the requirement, due to any reason, the EMD/CPG shall be forfeited as the case may be.
- vi. After selection, a Letter of Award (the "LoA") shall be issued subsequent to approval by Hon'ble DERC (as per requirement), in duplicate, by BYPL, to the Selected Bidder(s) and the Selected Bidder(s) shall, sign and return the duplicate copy of the LoA in acknowledgement thereof. In the event the duplicate copy of the LoA duly signed by the Selected Bidder(s) is not received by the stipulated date (7 days from the issuance of LOA), BYPL may, unless it consents for extension of time for submission thereof, forfeit the EMD of such Bidder as Damages on account of failure of the Selected Bidder(s) to acknowledge the LoA. Bidder/trader will initiate the process of submission of Open Access application on behalf of BYPL immediately after receipt of LOA.
- vii. The LOA issued to the successful bidder and his acceptance/ acknowledgement shall be deemed as having entered into an agreement for purchasing accepted quantum of power for the duration / period as mentioned in the LOA. No separate Power Purchase

Agreement (PPA) will be signed by BYPL. In the event of any commercial / operational dispute arises, the LOA and unconditional acceptance shall be treated as a legal document in the court of law.

19. BYPL's right to accept/reject the bid:

BYPL reserves 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 quantities of power/split the quantities of power as fully described, amongst more than one selected bidder for the same month. (the quantity will be awarded in the order of lowest to highest rate i.e. after exhausting bided quantum of lowest bidder considering transmission availability etc). 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.

20. 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 formed part of bid documents.

21. 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.

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Annexure**General Term & conditions**

BYPL invites bids from various sources through e-tender for purchase of power on Firm basis under Short term Power Procurement as specified in table shown hereunder.

1. Delivery Point:

BYPL Periphery (Interconnection of BYPL with Delhi Transmission system)

2. Quantum

Month	Period	Duration	Quantum (Mw)	Minimum Bid Quantum (Mw)	Delivery Point
Apr-23	16th April-2023 to 30th April-2023	0-3 & 21 to 24 Hrs	100	25	BYPL Periphery (Interconnection with Delhi STU)
		14 to 21 Hrs	50	25	
May-23	1st May-2023 to 15th May-2023	0-3 & 21 to 24 Hrs	200	25	
		14 to 21 Hrs	100	25	
	16th May-2023 to 31st May-2023	0-3 & 21 to 24 Hrs	200	25	
		14 to 21 Hrs	100	25	
Jun-23	1st June-2023 to 15th June-2023	0-3 & 21 to 24 Hrs	150	25	

3. Transmission Charges and Losses:

- i. All the open access charges, transmission charges & Losses including Delhi STU charges & losses, Scheduling Charges, operating charges, Application fee of SLDC shall be borne by Bidder.

4. Open Access:

- ii. Both BYPL and Bidder shall schedule this power in full except in case of Force Majeure. The scheduling and Dispatch of the power shall be coordinated with respective RLDC(s) as per the relevant provisions of IEGC and framework of ABT and the decisions of the SLDC(s), RLDC(s) and RPCs.
- iii. The Bidder shall book the open access on firm basis in accordance with procedure of Bilateral Transaction based on CERC "Open Access regulation" dated 25th Jan 2008 and subsequent amendments from time to time.

- iv. In case Successful bidder is a trader or Discom with LTA then the application for open access shall be punched by successful bidder on behalf of BYPL. If, the successful bidder is a Generator/ Discom without LTA, then BYPL will apply for Open Access. In such cases, all charges payable to RLDC/ SLDC shall be reimbursed to BYPL within 3 working days of receipt of the bill from BYPL, beyond which Late Payment Surcharge (LPSC) at 1.25% shall be applicable.
- v. Any consequences towards delay in application shall be to the account of bidder.
- vi. Final Energy accounting will be as per the REA issued by the concerned RLDC/ RPC/ SLDC.

5. Billing:

For the supply of power by Bidder during a calendar month, Bidder shall raise weekly bills on provisional schedule issued by SLDC/RLDC(s). For the purpose of weekly bills, each month will be divided into four parts starting from 00:00 hrs. of the 1st, 9th, 16th and 24th Day of the month to 24:00 hrs. of 8th, 15th, 23rd and last day of the month respectively. After receipt of REA of concerned RPC / Accounting Statement of Delhi SLDC, final bill shall be raised for necessary adjustments.

6. Payment(s):**a. Energy Bill :-**

BYPL shall make payment to bidder bank account within 7 days of the receipt of the bill (excluding the day on which bill is received). In case due date falls to be on Sundays / Bank holidays then the next working day would be treated as due date.

b. Open Access Bill / Compensation bill:-

- i. The due date for the payment of bill is 7 days from the issue of bill (excluding the day on which the bill is received). No rebate is applicable on open access bills and Compensation Bills (with GST)
- ii. Surcharge on delayed payment (if any) for all the bills shall be as follows:
1.25% per month on all outstanding payments after the due Date of payment.

7. Rebate:

A rebate of 2% shall be applicable on energy bills, if the payment is made within the Due Date.

8. Force Majeure Events shall mean the occurrence of any of the following events:-

- i. Any restriction imposed by RLDC/SLDC in scheduling of power due to breakdown of Transmission/Grid constraint shall be treated as Force Majeure without any liability on either side.
- ii. Any of the events or circumstances, or combination of events and circumstances such as act of God, exceptionally adverse weather conditions, lightning, flood, cyclone, earthquake, volcanic eruption, fire or landslide or acts of terrorism causing disruption of the system.
- iii. The contracted power will be treated as deemed reduced for the period of transmission constraint. The non/part availability of transmission corridor should be certified by the concerned RLDC/SLDC.
- iv. The procurer would return the CPG in case of non-availability of transmission corridor during the contract period.

9. Change in Law :

Change in Law shall include

- i. Any change in transmission charges and open access charges
- ii. Any change in taxes (excluding income tax), duties, cess or introduction of any tax, duty, cess made applicable for supply of power by the Seller

10. Dispute Resolution:

- i. Where any dispute arises claiming any change in or regarding determination of the tariff or any tariff related matters, or which partly or wholly could result in change in tariff, such dispute shall be adjudicated by the Appropriate Commission.
- ii. All other disputes shall be resolved by arbitration under the Indian Arbitration and Conciliation Act, 1996.

11. Disclaimer:

Neither BYPL nor its employees shall be liable to any Bidder or any other person under any law including the law of contract., tort, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise, or be incurred, or suffered, in connection with the bid, or any other information supplied by or on behalf of BYPL or its employees.

Annexure I**BIDDERS COMPANY DATA:**

- a) Name:
- b) Name of the Contact Person:
- c) E-Mail Address:
- d) Postal Address:
- e) Telephone:
- f) Fax Number:
- g) Inter/Intra state Trading license (Scanned copy enclosed)
 - I. Category of License (in case of traders alone)
 - II. Validity
- h) LOA of each Source (Scanned Copy enclosed)
- i) Complete details of any suit pending against/filed by Bidder in CERC / DERC / Courts / Arbitrator related with trading of Energy and details of penalties imposed in earlier decisions.
- j) Other Information, if any.

Signature of the Authorized Representative

Annexure – II**Acceptance of Terms & Conditions and Tariff Declaration**

We have carefully gone through the Bid Document against the Tender specification number- **BYPL/Short/ 2022-23/001**, **dated.....**, and satisfies ourselves and hereby confirm that our offer strictly confirms to the requirement of the Bid document and all the Terms and Conditions are acceptable to us.

Further, it is hereby declared that on the date of submission against BYPL tender **BYPL/Short/ 2022-23/001**, **dated**, the tariff quoted is including the transmission charges of Paise/kWh till the delivery point (BYPL Periphery). Transmission charges for STOA shall be applicable on the applicant being Seller or trader on behalf of buyer.

Signature of the Authorized Representative

Annexure III**FORMAT OF THE BANK GUARANTEE FOR EMD**

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution.)

In consideration of(Insert name of the Bidder) submitting the Bid *inter alia* for supply of power during the period..... {Insert Period} on short term basis, in response to Tender (Ref no--- -----) Issued by **BSES Yamuna Power Ltd.** and {Insert Name of the bidder} (Hereinafter called bidder) being a bidder, required to deposit EMD as per terms of Tender, having agreed to production of a irrevocable bank guarantee for **Rupees Figures----- [Rupees words----- Only]**, as a security / guarantee for compliance of his obligations in accordance with the terms and conditions of the Tender.

{Name of Bank} (“Guarantor Bank”)

Address:- New Delhi Branch

BANK GUARANTEE NO: { }

DATE {Date of creation}

Amount: { }

We **{Name & Address of Bank}** (here in after referred to as “Guarantor Bank”) hereby agrees unequivocally, irrevocably and unconditionally to pay **BSES Yamuna Power Ltd** (hereinafter referred to as "Procurer") or any representative authorized by it in this behalf an amount not exceeding **Rupees {figures--- }/- [Rupees { words-----}]** on demand by the BSES Yamuna Power Ltd .

The Guarantor Bank do hereby undertake to pay the amounts due and payable under this guarantee without any demure, merely on a demand from the **Procurer** or any representative authorized by it. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank

under this guarantee however, our liability under this guarantee shall be restricted to an amount not exceeding **Rupees {figures--- }- [Rupees {words----- }]**

The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand from the **Procurement** or its authorized representative, made in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to the Procurement or its authorized representative

We, the said bank further undertake to pay to the **Procurement** or any representative authorized by it any money so demanded notwithstanding any disputes raised by the bidder in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal.

The Guarantor Bank Further agrees that the guarantee herein contained shall remain in full force until **{Date to be inserted by Procurement}**. The Procurement shall be entitled to invoke this Guarantee until **{insert date which is one month after the date in the preceding sentence}**

Guarantor Bank further agree that **Procurement** shall have the fullest liberty without our consent and without effecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Tender. We shall not be relieved from our liability by reason of any such variation

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at New Delhi shall have exclusive jurisdiction.

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, liquidation, winding up, dissolution or any other change in the constitution of the Guarantor Bank.

This BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly the **Procurement** or its authorized representative 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 **Procurement** or its authorized representative or to exercise, levy or enforce any distress, diligence or other process against the Bidder.

The Guarantor Bank hereby agrees and acknowledges that **Procurement** shall have a right to invoke this BANK GUARANTEE in part or in full, as it may deem fit. The bank guarantee amount will be remitted to the account of **BSES Yamuna Power Ltd** as mentioned in written demand from the **Procurement**.

We { Name of Bank} lastly undertake not to revoke this guarantee except with the previous consent of the Procurement in writing.

Notwithstanding anything contained herein,

- (i) Our liability under this guarantee shall not exceed **Rupees { figures----}- [Rupees words-----]**
- (ii) This bank guarantee shall be valid up to { **Date to be inserted by Procurement** } The Procurement shall be entitled to invoke this Guarantee until {**insert date which is one month after the date in the preceding sentence**}
- (iii) We are liable to pay guarantee amount or any part thereof under this guarantee only if you serve us a written claim or demand at our office, { **Name and Address of Bank Delhi Branch**} within the validity period of this Bank Guarantee. After which the bank shall be discharged from this liabilities.

Dated:

Place: New Delhi