

BSES Yamuna Power Limited

Tender for Sale of Power

on firm basis during Jan-17 to Mar-17

Last Date of submission of Bid is 28-Dec, 2016 (11:00 Hrs)

Addl.V.P/FY16-17/ST-/2 dt 17.12.16

Head (Power Management Group)
2nd Floor, B-Block, Shaktikiran Building
Karkardooma, New Delhi-110092
Ph: 011-39992048/2074
Fax: 011-39992076

1. Introduction & Background

BSES Yamuna Power Ltd is a Company incorporated under the Companies Act 1956 and engaged in the business of distribution of electricity in East & Central region of Delhi.

Details of time duration & quantum available for sale

We are pleased to invite offers from power trading licensees, Discoms, SEB's, from all over India for the sale of power as per following details:-

<u>Details of time duration & quantum available for sale</u>		
Month	Time Slot(Hrs)	Qtm(MW)
01.01.17 to 31.01.17	00:00 to 24:00	upto 75
	00:00 to 06:00	upto 350
	22:00 to 24:00	upto 200
01.02.17 to 28.02.17	00:00 to 24:00	upto 75
	00:00 to 06:00	upto 275
	22:00 to 24:00	upto 150
01.03.17 to 31.03.17	00:00 to 24:00	upto 75
	00:00 to 06:00	upto 175
	22:00 to 24:00	upto 100

2. Delivery point & bid evaluation:- Bidders have to clearly specify the point of power offtake. However best proposal shall be selected based on the highest cost of power, back calculated at BYPL periphery.

3. Transmission Charges & Losses:

All Open access charges & losses up to agreed delivery point shall be borne by BYPL whereas transmission charges & losses beyond delivery point shall be borne by bidder. **However open access charges payable by BYPL shall be adjusted against the monthly energy charges receivable from the successful bidder/utility.**

4. Earnest Money Deposit

The Bidder shall have to deposit Earnest Money (EMD) equivalent to Rs 5.0 Lacs in the form of Crossed Demand Draft of any Nationalized Bank / Scheduled bank drawn in favor of "BSES Yamuna Power Limited" payable at New Delhi or Bank Guarantee of same amount as Earnest Money Deposit ("EMD"). The bid without required amount of EMD shall be rejected. The EMD shall be forfeited in favor of BYPL, if a bidder withdraws or modifies its bid during Bid Validity Period. The EMD shall be refunded to the bidders whose offers are not accepted after 30 days of opening of bids without any interest.

The EMD of the Bidders whose offers are accepted shall be converted into "Performance Bank Guarantee" (PBG) and shall be refunded only after the said bidder(s) have released all the payments and fulfilled his obligations under this contract. No interest shall be paid on this Performance Bank Guarantee amount.

Government companies/utilities/PSU/which are owned/controlled by central or state government shall be exempted from furnishing the requisite EMD.

5. Scheduling & Open Access:

Buying utility shall schedule this offered power in full. The scheduling and Dispatch of the power shall be coordinated with respective RLDC(s)/SLDC(s) as per the relevant provisions of IEGC and framework of ABT and the decisions of RLDCs and RPCs. **The successful bidder/trader/utility shall apply open access for the entire contracted quantum for all the blocks of the contracted period immediately after the**

receipt of LoA from BYPL as per the stipulated time line of CERC's guidelines for advance booking of short term open access

The power shall be scheduled and dispatched as per the relevant provisions of CERC (Open Access in inter – State Transmission) Regulations, 2008 issued vide CERC Notification No. L-7 / 105 (121) / 2007 – CERC dated 25.01.08, effective from 01.04.08 and "Procedure for Reservation of Transmission Capacity to Short Term Open Access" dated 28.01.08, and as amended from time to time.

The BUYING Agency shall apply for Open Access to RLDC in time. The Buying Utility shall obtained concurrence from concerned SLDC(s). However, BYPL shall provide necessary support in this regard.

6. Submission of Bid

The Bidders shall submit their bids in sealed envelopes marked

"BYPL Power sale tender-for Jan-17 to Mar-17 " and shall be sent to:

Sh. Sunil Kakkar

Head- Power Management,

BSES Yamuna Power Limited

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

Shakti Kiran Building, Karkardooma

New Delhi-110092,

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

on or before **28th Dec-16 by 11:00 Hrs** as per prescribed format-II and the bids will be opened on the same day at **11:30 hrs**.

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.

7. Billing

For the supply of power during a calendar month, BYPL will be raising weekly bills on provisional basis. For the purpose of weekly bills, each month will be divided into four parts, starting from 00:00 hrs of 1st, 9th, 16th, and 24th day of the month to 24:00 hrs of 8th, 15th, 23rd and last day of the month respectively. The relevant bills will be raised based on the provisional daily energy schedule issued by NRLDC for the energy at Delivery Point based on NRLDC website data. After receipt of REA for the previous month from NRPC/ NRLDC, final bill for the month shall be raised with necessary adjustment.

8. Payment & Due Date:

BUYING UTILITIES will deposit the payment in respective BYPL account through ECS/EFT/RTGS within seven days from the date of submission of the weekly energy bills by BYPL as above to BUYING UTILITIES by fax/ email.

BYPL Bank Account details for making the payment:

AXIS BANK, Account no- 911030003596085

Real Time Gross Settlement (RTGS Code of Axis Bank UTIB0000055)

Swasthya Vihar Branch, New Delhi

The Due Date for energy bills shall be 07 days from the date of bill. Open access charges payable by BYPL shall be adjusted against the amount receivable from power sales. BYPL shall raise the weekly energy bill after deducting the open access charges accordingly.

The Buyer shall make payment to BYPL account through RTGS within seven (7) days from the date of submission of the weekly energy bills through fax/email by BYPL hereinafter referred as "Due Date". It

is clarified that the bill date shall be considered as the first day for computation of due date. In case the Due Date is a bank holiday then payment shall be made on the last bank working day prior to the Due Date.

Buying utility/trader shall also issue certificate confirming TDS deduction made while making payment against the open charges.

9. Payment Security Mechanism:

Bidder/Trader shall provide weekly revolving letter of credit equivalent to 14 days of energy billing in the favor of BYPL at the rate of price discovered through the tender. All LC charges VIZ opening, operation/negotiation, recoupment shall be borne by BUYER. The credit shall be available to BYPL for all dues not paid/outstanding including but not limited to energy /compensation/penalty /open access charges/surcharges etc within the validity period of LC. BYPL will not commence flow of power in absence of adequate Payment Security Mechanism. In the event of delay in providing payment security mechanism all charges payable under the contract shall be to the account of bidder/Trader. The LC shall be used only as back up mechanism

10.Rebate

A rebate of 2% (Two Percent) shall be applicable on energy bills for payment within the due date.

11.Surcharge for late Payment by BUYING UTILITIES:

A surcharge of 15 % (Fifteen Percent) per annum shall be applied on all payments outstanding after 30 days of furnishing respective bill by BYPL. This surcharge would be calculated on a day to day basis for each day of the delay.

12. Compensation Clause

(a) Both the parties would ensure that actual scheduling does not deviate by more than 15% of the contracted power in energy terms as per the approved open access on monthly basis. In case deviation from buyer side is more than 15% of contracted energy for which, open access has been approved on monthly basis, trader/buyer shall pay compensation to BYPL Rs 1.0/KWh for the quantum of shortfall in excess of permitted deviation of 15% while continuing to pay open access charges as per the contract.

(b) In case deviation from BYPL side is more than 15% of contracted energy for which, open access has been approved on monthly basis, BYPL shall pay compensation at Rs 1.0/KWh for the quantum of shortfall in excess of permitted deviation of 15%.

In case of revision / cancellation of approved open access quantum, the party seeking revision / cancellation of open access corridor 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.

The compensation bill shall be raised by concerned agency to defaulting agency on completion of month and shall be payable on within 7 days from date of issuance of bill.

13. Force Majeure:

A "Force Majeure Event" shall mean any event or circumstance or combination of events or circumstances (not otherwise constituting and Indian political Event) that adversely affects, prevents or delays any party in the performance of its obligation in accordance with the terms of this Agreement, but only if and to the extent (i) such events and circumstances are not within the reasonable control of

the affected party and (ii) such events or circumstances could not have been prevented through employment of prudent Utility Practices.

Neither party shall be in breach of its obligations pursuant to this understanding to the extent that the performance of its obligation was prevented, hindered or delayed due to Force Majeure Event, and without in any way prejudicing the obligation of either party to make payments of amounts accrued due to prior to the occurrence of the event of Force Majeure, which shall be payable on the original Due Date.

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, lightning, cyclone, typhoon, flood, tidal wave, storm, earthquake, landslide, epidemic or similar cataclysmic event.
- c) Any curtailment/suspension/ non availability of transmission capacity by intervening SLDC's and / or RLDC's.
- d) Change in law.
- e) Regulatory intervention in the matter of power trading as also orders from CERC/SERCs/Appellate Tribunal of Electricity/ High Courts/ Supreme Court particularly related to rates at which power can be sold/ purchased / traded. This will also include regulations/ orders already issued but yet to be conclusively enforced.

Load crash/ Increase in demand of Buyer/Seller shall not be a reason of Force Majeure

14.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.

15.Disputes & Jurisdiction:

Any disputes or difference, arising under, out of, or in connection with this "**Offer Document**" shall be subject to exclusive jurisdiction of competent Court at New Delhi only. In any event BYPL shall not be responsible for any dispute between Buying Utility and its customers. Similarly, Buying Utility shall not be responsible for any dispute between BYPL and its customers.

16.Change in Law:

In case of change of law or any restriction imposed by regulator (Central or State) or Government (Central or State) or Appellate Tribunal or Courts on any aspect of sale or purchase of power, the same shall be binding on both the parties.

17.Contract Documents

Subject to approval of the competent authority BYPL shall intimate the award of supply of power to the Bidder's whose bid has been accepted through a letter of award (LOA) to be dispatched by e-mail/Fax. Successful Bidder's shall convey his acceptance of Letter of Award within 3 days of issue of letter of award. Acceptance of Letter of Award shall be construed as a binding contract. 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 the LoA and in the event of any commercial /

operation 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

18. Compliance to the terms and conditions

The Bidders are advised to ensure that the bid is fully compliant with the requirements specified, terms and conditions contained in the Bid Document. No deviation from these conditions is permissible and a bid with any deviation shall be summarily rejected.

19. 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 quantities of power/split the quantities of power as fully described in clause 1, amongst more than one selected bidder for the same month.

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

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. 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.

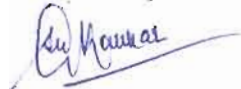
22. Governing Law

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.

Tender inquiry may also be downloaded from BSES website www.bsesdelhi.com

Thanking you,

Yours Sincerely



Sunil Kakkar

(Head-Power Management)

(To be given on the official letter of the buying utility)

Price Bid for BYPL

Annexure I

To,

Sh. Sunil Kakkar
As.V.P (Power Management),
BSES Yamuna Power Limited
B-Block, 2nd Floor, Shakti Kiran Building,
Karkardooma, New Delhi-110092.
Tel (O)- 011-39992035/2074, Fax No. 011-39992076

**Acceptance of General Terms and Conditions and submission of Price Bid
(To be signed by the authorized person of the bidder)**

- 1.) Certified that I am authorized person on behalf of my company/ organization to submit the bid.
- 2.)I/We have carefully gone through the Bid Document and satisfied ourselves/myself and hereby confirm that our/my offer strictly confirms to the requirements of the Bid Document and accept all the terms and conditions of offer.
- 3.) We are enclosing Bank Draft No/bank guarantee. _____ dated _____ amount for Rs. _____ issued from _____ in favor of BYPL payable at New Delhi as earnest money deposit.**(PDF copy to be emailed)**
- 4.)The photocopy of valid trading license issued from CERC is enclosed. (Applicable in case of Electricity Traders only) **.(PDF copy to be emailed)**
- 5) We are submitting our Price Bid as under: -

a) Purchase of Power from BSES YAMUNA POWER LIMITED, NEW DELHI. at delivery point.

Month	Time slots(Hrs)	Qty(MW) Offered	Qty Accepted(MW)	Delivery pt	Cost at BYPL
Jan-17	00:00 to 24:00	upto 75			
	00:00 to 06:00	upto 350			
	22:00 to 24:00	upto 200			
Feb-17	00:00 to 24:00	upto 75			
	00:00 to 06:00	upto 275			
	22:00 to 24:00	upto 150			
Mar-17	00:00 to 24:00	upto 75			
	00:00 to 06:00	upto175			
	22:00 to 24:00	upto 100			

Signature:

Name: _____
Date: ____/____/_____
Designation/Company: _____
Address _____

Tel/Mob/Fax _____
E-mail ID: _____