



PMG Office: 2nd Floor, B-block Shakti Kiran Building Karkardooma, New Delhi – 110092
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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 per the details given below:-

BYPL shall require power as per following details

Period	Details of Quantum(in MW) required in following Time Slots by BYPL	
	11:00 to 24:00 Hrs	00:00 to 24:00 Hrs
01.05.13 to 15.05.13	50	0
16.05.13 to 31.05.13	100	100
01.06.13 to 30.06.13	100	100
01.07.13 to 15.07.13	150	100
16.07.13 to 31.07.13	100	100
01.08.13 to 15.08.13	100	75
16.08.13 to 31.08.13	100	50
01.09.13 to 15.09.13	75	50

2. Delivery Point:

The delivery point in either case shall be at regional periphery of exporting utility. 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:

a) Up to delivery point:

All Open access charges up to delivery point including SLDC charges, PoC injection charges, RLDC scheduling charges or any other charges as may be applicable and all transmission losses including PoC injection losses shall be borne by exporting utility

b) Beyond delivery point:

All Open access charges beyond delivery point including SLDC charges, PoC drawl charges, RLDC scheduling charges or any other charges as may be applicable and all transmission losses including PoC drawl losses shall be borne by importing utility.

5. Scheduling:

BYPL and traders/ utilities 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 RLDCs and RPCs.

(i) The power shall be scheduled and dispatched as per the relevant provisions of CERC (Open Access in inter – State Transmission) (Amendment) Regulations, 2009 issued vide CERC Notification No. L – 7 / 105 (121)/2007 – CERC dated 20th May 2009, effective from 15.06.2009, CERC (Sharing of Inter State Transmission Charges and Losses) Regulations, 2010 dated 15th June 2010, effective from 1st July 2011 and “Short term open access in interstate Transmission (bilateral transaction) Procedure for Scheduling – Revision 1” dated 30.06.2011 applicable from 1st July 2011 and as amended from time to time.

(ii) Both the entities shall obtain the concurrence of their respective SLDC required for short term open access. Recipient utility shall apply for STOA as per short term scheduling procedures along with the SLDC consent and pay the open access charges as per rules.

(iii) The supplying utility shall reimburse the open access and scheduling charges if any before delivery point, to recipient utility within 7 days after receiving the bill..

(iv) In case of cancellation of corridor by RLDC due to system constraints, the refund received by recipient utility from RLDC, if any, against supplying State's Open Access Charges shall be refunded within 7 days of receipt from the Nodal RLDC

(v) In case of re-routing of open access corridor due to congestion/system constraints, the additional charges involved shall be borne by recipient utility.

(vi) The successful bidder shall apply open access for the entire contracted quantum for all the blocks of the contracted period immediately after the receipt of LoA from BYPL as per the stipulated time line of RLDC's guidelines in force, presently 3 months in advance

6. Settlement Rate:

Energy will be exchanged with energy only. If the energy is exchanged between BYPL and trader/ utility in the desired proportion no monetary transaction will take place.

In case of any corridor constraint during the normal returning period, the balance quantity shall be returned during the immediate succeeding month of return period or as per mutual consent of both utilities.

If BYPL, fails to return entire banked power during the normal returning period , the balance quantity shall be returned during the immediate succeeding month of the return period as per mutual agreement of both the parties.

During return of banked power if power to be returned by BYPL is more than or equal to 99.5% and less than 100% of power returnable by it, and commercially scheduling of power is not viable ,in that case the differential energy will be settled at the rate of Rs 3.50/Kwh.

7. Energy Accounting:

i) For the power Supplied to BYPL by trader/utility during entire month, trader/utility shall issue a certified energy statement to BYPL based on the REA issued by nodal RPC.

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

iii) Once all the transactions are completed, BYPL shall prepare a final energy account showing the supply and return of power in energy terms (Mu's) and prepares a settlement bill based on the final energy accounting.

8. Trading Margin :

The Trader (i.e bidder) is required to specify the trading margin for the quantum of power supplied to BYPL. However the trading margin will not be more than 4 paisa/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 the return of power, then the bidder with less trading margin shall be preferred.

9. Payment & late surcharge:

The bills raised on account of trading margin, open access charges & adjustment of energy shortfall shall be paid within 7 days of presentation of bill. No rebate is applicable on Open Access bills and Trading Margin bills.

However in case of billing of adjustment of energy shortfall, 2 % rebate shall be applicable, if the payment is made on or before the due date.

For all the payments outstanding for more than 30 days after receipt of respective bill, surcharge @ 1.25% per month shall be applicable on defaulting party.

10. Compensation for default:

Without prejudice to the provisions of Force Majeure, once an Open Access quantum is approved and BYPL thereafter revises the schedule of power to the extent of below 85% of approved Open access quantum in energy terms in a month, then BYPL shall pay compensation @ Rs. 2.00/kWh for the quantum which falls short of 85% of approved open access quantum. Similarly, if the power scheduled by trader/ utility is less than 85% of the approved Open Access quantum for the concerned month in energy terms, trader/ utility shall pay compensation @ Rs 2.00/kWh for the quantum which falls short of 85% of approved open access quantum.

In case of revision / cancellation of approved open access corridor, the party seeking revision / cancellation of open access corridor shall bear all the open access charges as applicable under Inter-State Open Access Regulations from the injection point till the point of drawl applicable due to such surrender/cancellation.

Please note that any curtailment/downward revision of the approved open access quantum shall be done proportionately in every time block with a three days prior (excluding Sundays & holidays) written notice to BYPL/trader/utility as the case may be, from the implementation date of surrender.

The successful bidder shall apply open access for the entire contracted quantum for all the blocks of the contracted period immediately after the receipt of LoA from BYPL as per stipulated timeline of RLDC's guidelines in force. In case, trader/exporting utility fails to apply for open access three months in advance / maximum advance period possible based on prevailing open access regulations resulting in any curtailment of open access by RLDC's/SLDC's, then compensation to the extent of curtailed quantum of energy shall be levied at the rate mentioned in compensation clause.

11. Force Majeure

The parties shall ensure due compliance with the terms of the agreement. However, no party shall be liable for any claim for any loss or damage whatsoever arising out of the failure to carry out terms of the agreement to the extent that such a failure is due to Force Majeure events like rebellion, mutiny, civil commotion, riot strike, lock-out, natural calamity, act of God and technical constraints / transmission constraints imposed by RLDC / RPC. But any party claiming the benefit of this clause shall fully satisfy the other party of the existence of such event and give written information to the other party within 24 hours of such Force Majeure. Supply / drawl of power shall be resumed immediately by the parties concerned after such eventuality has come to an end or ceased to exist.

11. Dispute Resolution :

In case of any dispute by either party, the affected party shall file the written objections within 10 days of the receipt of bill/payment with details of dispute.

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.

In 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.

Notwithstanding the existence of any disputes and differences, whether referred to arbitration or not, the parties here to shall continue to perform their respective obligation under this agreement throughout the term of this agreement.

12. Important information:

- (i) Last Date and time of bid submission: 28.02.13 at 15:00 Hrs**
- (ii) Date and time of opening of bids - 28.02.13 at 15:30 Hrs**
- (iii) EMD- Rs 2 Lacs in form of DD/RTGS/BG payable in favor of "BSES Yamuna Power Ltd "payable at New Delhi**
- (iv) In case the bidder is trading licensee comfort letter from exporting utility shall be attached with the bid. Bids received without comfort letter from the exporting utility shall not be considered for evaluation.**
- (v) Successful trader has to submit the back to back LOI within seven (7) days of finalization of tender; otherwise LoA shall not be awarded and EMD shall be forfeited.**
- (vi) The Detail tender document is available and can be downloaded from our website www.bsedelhi.com**