



PMG Office: 2nd Floor, B-block Shakti Kiran Building Karkardooma, New Delhi – 110092
Tel: 39992002, Fax- 011-39992076

No. AsVP (PMG)/ BYPL/2012-2013

Date: 20.02.13

To,

Dear Sir,

Sub: - Proposal for power swap arrangement

1. Introduction and Background

BYPL is 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 licensed power traders and utilities for power swap arrangement for the period commencing from 1st May-2013 to 31st March 2014 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. Return of Power:

Traders/utilities shall mention the conversion ratio & expected return schedule from BYPL during 01.11.13 to 31.03.14. The traders shall also specify the trading margin on the bid submitted by them for the power to be supplied to BYPL. All the above information comprising shall be furnished through Bid format as per Annexure-II. **Preference shall be given to the trader/utilities who will accept the return of power by BYPL in night hours/ RTC basis with Minimum percentage premium on return.**

3. Submission of Bid

The Bidders shall submit their bids in sealed envelopes marked "BYPL Power Swap Arrangement" and shall be sent to:

Sh. Sunil Kakkar

Head- Power Management (PMG)
BSES Yamuna Power Limited
Block-A, Cabin-2, 2nd Floor,
Shakti Kiran Building
Karkardooma, New Delhi-110092
Fax No. 011-39992076/ Tel (O) – 011-39992002 / 39992035

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.

For any clarification in this regard, please contact Sh Anurag Sharma, Sr.Manager, BYPL, contact no- 011-39992035, email –anurag.kr.sharma@relianceada.com

4. Earnest Money Deposit:

The Bidder shall have to deposit Earnest Money (EMD) of Rs. 2, 00,000/- (Rs Two Lakhs only) separately in favor of "BSES Yamuna Power Limited" payable at New Delhi through following options:

- i) **Crossed Demand Draft** of any Nationalized Bank
- ii) **Bank Guarantee**
- iii) **Payable through RTGS** in BYPL account (**AXIS BANK, Account no- 911030003596085, (RTGS Code of Axis Bank UTIB0000055) Swasthya Vihar Branch, New Delhi**)

The bid without required amount of EMD shall be rejected.

The EMD shall be forfeited in favour of BYPL, if a bidder withdraws or modifies its bid during Bid Validity Period, fails to sign detailed Power Swap Agreement or provide Payment Security Mechanism within 07 days of issue of Letter of Award to successful bidder.

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 their obligations under the contract. No interest shall be paid on this Performance Bank Guarantee amount

5. Contract Documents

Successful trader has to submit the back to back LOI within seven (7) days of opening of of bid; otherwise LoA shall not be awarded and EMD shall be forfeited

Subject to approval of the competent authority BYPL shall intimate the award of power swap arrangement 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.

After acceptance of Letter of Award, the successful bidder shall execute the detailed Power Swap Agreement with BYPL within 7 days of issue of Letter of Acceptance.

6. 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.

7. 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.

8. 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.

9. 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.

10. Submission of the Bid

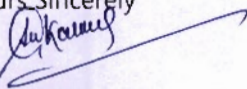
The tender may be submitted in BYPL office on or before by "**28.02.13**" at **15:00 hrs** and the bids will be opened on the same day at **15:30 hrs**. The representatives of the participating parties may be present at the time of opening of the bid, if they so desire.

11. 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.

Thanking you,

Yours Sincerely



Sunil Kakkar

Head –Power Management, BYPL