



BSES Yamuna Power Limited

Bid Document For

Power Swap (Banking) of Power On Firm Basis

For the Period of

16th Oct-2024 to 31st Mar-2026

Through: Competitive Bidding

Last Date for Submission of Bid is 30-Sep-2024 (15:15 Hrs)

& Opening of Bid is 30-Sep-2024 (15:30 Hrs)

COMMERCIAL AND GENERAL CONDITIONS

Tender No: BYPL/PMG/FY24-25/Tender/Banking-1, Date 10-Sep-2024

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

Ph: 011-41247285

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 wishes to invite offers from the CERC licensed power traders/ state utilities/ Distribution Licensees/SEBs (here in after called Bidder), for banking of power on short term basis for the period commencing from 16th Oct’ 2024 to 31st Mar’2026 as per the details given below: -

Arrangement 1:

| Supply of power by BYPL in 0-7 & 20-24 Hrs. | |
|---|--------------|
| Month | Quantum (MW) |
| 16 th Oct to 31 st Dec 2024 | Up to 300 |
| Jan-2025 | Up to 150 |
| Feb-2025 | Up to 200 |
| Mar-2025 | Up to 100 |

| Return of power to BYPL in 0-3 & 15-24 Hrs. | |
|---|---|
| Month | Quantum in MW |
| May 2025 to 15 th Sep 2025 | Equally Distributed Returnable Energy within the period |

Arrangement 2:

| Supply of power to BYPL in 0-3 & 15-24 Hrs. | |
|--|--------------|
| Month | Quantum (MW) |
| May-2025 | Up to 200 |
| June-2025 | Up to 275 |
| July-2025 | Up to 225 |
| 1 st Aug to 15 th Sep 2025 | Up to 125 |

| Return of power by BYPL in 0-24 Hrs. | |
|--|---|
| Month | Quantum in MW |
| 16 th Oct 2025 to Mar 2026 | Equally Distributed Returnable Energy within the period |

Arrangement 3:

| Supply of power to BYPL in 0-24 Hrs. | |
|--|--------------|
| Month | Quantum (MW) |
| May-2025 | Up to 150 |
| June-2025 | Up to 250 |
| July-2025 | Up to 150 |
| 1 st Aug to 15 th Sep 2025 | Up to 100 |

| Return of power by BYPL in 0-24 Hrs. | |
|--|---|
| Month | Quantum in MW |
| 16 th Oct 2025 to Mar 2026 | Equally Distributed Returnable Energy within the period |

Arrangement 4:

| Supply of power by BYPL in 0-24 Hrs. | | Return of power to BYPL in 0-24 Hrs. | |
|---|--------------|--|---|
| Month | Quantum (MW) | Month | Quantum in MW |
| 16 th Oct to 15 th Nov 2024 | Up to 175 | May 2025 to 15 th Sep 2025 | Equally Distributed Returnable Energy within the period |
| 16 th Nov to 31 st Dec 2024 | Up to 250 | | |
| Jan-2025 | Up to 100 | | |
| Feb to Mar 2025 | Up to 150 | | |

Note- BYPL may decide for banking under any or all of the requisitions (RTC/SLOT Wise) based on the competitiveness/feasibility of the bids received.

Remarks:

- Minimum bid quantum shall be 20 MW & for a minimum continuous period of 15 days
- Return quantum should be uniform over the return period.
- No bid would be accepted for specific days of the week
- If bidder prefers 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 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/with 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/to BYPL.

Preference shall be given to the trader/utilities who will accept the return of power with maximum return percentage for Arrangements-1 & 4 and minimum return percentage for Arrangements-2 & 3 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 – State Bank of India, Tolstoy Marg, New Delhi
- (iii) Account No. – 10277791808
- (iv) RTGS Code – SBIN0009601

EMD of unsuccessful bidders shall be returned within 10 days of expiry of bid validity period.

The bid without prescribed amount of EMD shall be rejected.

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) For non-submission of Payment security as specified in this tender document by successful bidder(s)

6. Payment Security Mechanism

For Arrangements 1 & 4:

The Importing utility/Bidder shall provide a LC/BG for an amount equivalent to 25% of the contracted energy calculated @ Rs. 6.00/kwh, in terms of energy (MUs) quoted by any bidder. The LC/BG shall be valid up to 60 days beyond the contract period or return of entire energy (MUs) to BYPL, whichever is later. The Importing utility/Bidder shall furnish LC/BG within 5 days of issue of LoA by BYPL.

If the successful bidder fails to furnish the LC/BG of the required value, within 5 days of issue of LoA by BYPL or as required by BYPL, BYPL reserves the right to terminate the contract without any financial liability, whatsoever, on account of BYPL and forfeit the EMD. The decision of BYPL shall be final and binding in this regard.

For Arrangements 2 & 3:

The EMD of the successful bidders shall be converted as a part of payment security mechanism, which shall be returned within 60 days after completion of the contract in all respects.

7. 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 II
- EMD Details
- 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, return ratio and trading margin (Annexure-I).

Both the part A & Part B shall be put together in one sealed envelope marked “**BYPL Tender For Banking of Power On Firm Basis-16th Oct-2024 to 31st Mar-2026**” and shall be sent to:

Head- Power Management Group
BSES Yamuna Power Limited
Block-A, Cabin-1, 2nd Floor,
Shakti-Kiran Building, Karkardooma, New Delhi-110092
Fax No. 011-41247787/ Tel (O) – 011-41247285
Email- pmgbypl@gmail.com

The bid is to be submitted on or before by “**30-Sep-2024**” 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 Shakti Kiran Building, Karkardooma**”. The representatives of the participating parties may be present at the time of opening of the bid, if they so desire.

8. Contract Documents

BYPL shall intimate the award of power swap (banking) arrangement to the successful Bidder(s) through a Letter of Award (LoA) to be dispatched by e-mail/ Fax within 60 days of the opening of the Bids. LOA along with terms and condition of tender with agreed deviations prior to LOA, along with Energy Banking Agreement shall be construed as a binding contract. Bidder(s) shall provide acceptance as early as possible but not more than 7 days.

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.

The terms and conditions of LoA shall be deemed as having been entered into an agreement for transaction of contracted power for the duration/ period as mentioned in the 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. As such no separate agreement shall be executed.

9. 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.

10. 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.

11. Bid Validity Period

The offer shall remain valid for a period of 60 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.

12. 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.

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

Thanking You,

Head –Power Management (BYPL)

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 mentioned in clause 1 of the tender document.

2. Delivery Point:

The Delivery Point in either case shall be NR-Regional Periphery. 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:

All Open Access charges, transmission charges and transmission losses up to the delivery point shall be to the account of exporting utility and all Open Access charges, transmission charges, T-GNA (if any) and transmission losses beyond the delivery point shall be to the account of importing utility. Operational charges of intervening region, on account of re-routing due to non-availability of open access approval through direct route, shall be borne by importing utility, if any. Re-routing shall however be at the discretion of importing utility, else non-availability of shortest corridor (direct) shall be considered force majeure.

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.

BYPL shall create GNA contract for successful LOI transaction, if capacity available under GNA with BYPL otherwise successful bidder(s) shall be applying for the short term open access booking under T-GNA as per the latest open access Regulations / Guidelines in vogue after consulting with BYPL. The successful bidder(s) shall be responsible for the delivery of power at NR periphery.

In case, bidder is a trader then T-GNA shall be booked by trader and BYPL shall reimburse the T-GNA charges (i.e. CTU transmission charges, application fee and other charges such as RLDC operating charges, STU charges etc., if any beyond delivery point) to the trader on submission of bill. The T-GNA charges shall be reimbursed, by BYPL within 07 days of production of Proof of payment of T-GNA charges through e-mail.

Revision/cancellation of T-GNA is possible only from 30 days and above. In case of revision /cancellation of approved open access quantum, the party seeking revision /cancellation shall bear all the consequent open access charges and any other charges, as applicable, for such revision/ cancellation under the open access Regulations in force.

4. Scheduling of Power:

- (i) Scheduling of power shall be as per extant CERC Open Access Regulations, CTUs Open Access procedure and IEGC in vogue and shall include the following:

- a. 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, RPCs and Delhi SLDC.
- b. The trader/utility shall explore all possibilities to schedule and obtain Open Access approval for full quantum by means of Advance submission of application for booking of corridor. The importing utility can schedule power under T-GNA or GNA regime (In accordance with Central Electricity Regulatory Commission (Connectivity and General Network Access to the inter-State Transmission System) Regulations, 2022) as per its suitability.
- c. Scheduling of power should be uniform throughout the mentioned time block period filled in the tender document subject to Open Access approval received from nodal RLDC.
- d. The successful bidder(s) shall put all efforts to ensure booking of corridor under Advance T-GNA Application Category or as applicable due to time-to-time instructions of BYPL under GNA/T-GNA regime. Trader(s) will be fully responsible for filing applications as per the consent conveyed by the utilities. No change in the consent so given will be allowed except with written mutual consent of both the parties. Hence, in case change is done without written mutual consent of both the parties, the required compensation on changed quantum of power shall be payable by the bidder/trader as per tender document.
- e. In case Nodal RLDC decides to go for e-bidding for booking of corridor, BYPL may instruct, Bidders to participate in e-bidding at the price informed by BYPL, bidder shall participate in e-bidding accordingly. However, bidders may also quote price in addition to price informed by BYPL but BYPL will be liable to reimburse price only informed by BYPL for participation.
- f. In case of re-routing of open access corridor due to congestion/system constraints, the additional charges involved shall be borne by recipient utility.
- g. In case of revision/cancellation of approved open access corridor, the party seeking such revision/cancellation shall bear all of the open access charges including open access application fee as applicable under the Intra/Inter-state open access regulation from injection point till the point of drawl applicable due to such revision/cancellation/surrender.
- h. In case of withdrawal of open access application once it is punched but not approved yet, Party seeking such withdrawal shall be liable for payment of Open Access Application Fee or any other charges associated with it.
- i. **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-**
 - I. In case, there is curtailment of power, the shortfall energy for that month shall be returned to BYPL, as per written mutual consent.
 - II. Alternatively, the trader can arrange the power from alternate sources for the shortfall quantum.
 - III. In case, trader fails to schedule power from alternate sources or there is no mutual consent as per clause 'I' 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-**
 - I. In case, there is curtailment of power, the shortfall energy for that month shall be returned to BYPL, as per mutual consent.

- II. In case, there is no mutual consent as per clause 'I' 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.

5. Payment & Late Surcharge:

- (i) All payments against Trading margin, Open Access/T-GNA and adjustment of energy bill shall be made within 7 working days from the date of receipt of bills. Bills 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.

6. 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 Paise 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.

7. Energy Accounting:

- (i) 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 when BYPL is importing first.
- (ii) 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 when BYPL is exporting first.
- (iii) 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).
- (iv) 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.
- (v) In case of RE power return the trader/utility shall provide certificate from competent authority on monthly basis for the quantum returned.
- (vi) Final bill shall be raised on the basis of REA adjustment, if any.

8. 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 Successful bidder (Trader/Utility) /BYPL fails to supply the contracted returnable energy during a

month, due to Transmission Constraints* and/or any force majeure conditions, the balance energy for that month shall be returned to BYPL/Other Utility, during the same or immediate succeeding month of return period or as per mutual consent of both utilities.

*Transmission constraint to excuse a Party's obligations under this Agreement due to a Force Majeure Event shall be subject to the following limitations and restrictions:

The Force Majeure Event was not caused by the non performing Party's negligent or intentional acts, errors or omissions, or by its negligence/failure to comply with any material Law, or by any material breach or default under this Agreement.

During return of banked energy to BYPL, if Trader/the supplying utility, fails to apply in advance for open access on time (including obtaining SLDC's consent in advance) and the same results into reduction of contracted returnable energy during any month/period, for any shortfall in returnable energy on this account, compensation shall be paid to BYPL by the Trader/Importing Utility @ Rs. 1.00/Kwh. Such compensation amount may be recovered from the payment security provided by the bidder/trader. However, it does not absolve the Trader/Importing Utility of its responsibility to supply full Contracted Returnable Energy to BYPL. In such case also, BYPL shall be rightfully eligible to get the balance quantum of energy in the period as deemed fit by it.

Further, in case trader/utility fails to return the returnable energy to BYPL within mutually agreed period or contract period due to any reason whatsoever/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 Arrangements 2 & 3. 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, such settlement amount may be recovered from the payment security provided by the bidder/trader. Further for the delay in payment beyond 10 days from receipt of bill, surcharge will be applicable at 1.25% per month.

In case BYPL is willing to supply the banked power during contracted period and trader/utility fails to receive, resulting in shortfall then shortfall quantum shall be scheduled as per period offered by BYPL without any additional liability to BYPL.

9. Corridor Surrender/Revision:

During period of supply of power by BYPL, BYPL reserves the right to reduce the quantum of supply. Once open access application is approved by the concerned RLDC, any schedule revision shall be allowed only after consent from BYPL. In case of revision / cancellation of approved open access quantum, the party seeking revision / cancellation 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. Please note that any curtailment/downward revision of the approved open access quantum shall be done equally/proportionately in every time block with a clear three days (excluding Sundays & holidays) written notice to BYPL/trader/bidder/supplier as the case may be, from the implementation date of such corridor revision/surrender.

It will be the responsibility of the successful bidder/trader to apply open access on time subsequent to receipt of LoA from BYPL and necessary consent being provided by BYPL in this regard as per the stipulated timeline of RLDC's guidelines in force. In case, bids are submitted directly by any utility without involvement of a trader, then responsibility of applying timely open access during the period of export by BYPL shall remain with the importing utility and during the period of return by the opposite utility, this responsibility shall remain with BYPL. During the return of banked power to BYPL, if due to delay in applying open access by the successful bidder/ trader results into imposition of e-bidding charges by the nodal RLDC, such e-bidding charges shall be borne by the successful bidder/trader.

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 etc. 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:

- (i) In case of any dispute by either party, the affected party shall send a Notice of Dispute to the other party within 3 days
- (ii) 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.
- (iii) Subject to Section 86(1)(f) of the Electricity Act, 2003 on reference to arbitration by DERC, in the event of failure of the parties to settle Dispute/Difference amicably within such 30 days period, either party may refer the dispute or difference for resolution by arbitration under the Arbitration and Conciliation Act, 1995 (as in force), to a panel of three arbitrators where one arbitrator shall be appointed by each party and the two arbitrators so appointed shall appoint the third arbitrator who shall act as the umpire. The venue for arbitration shall be at New Delhi.
- (iv) Notwithstanding the existence of any disputes and differences, whether referred to arbitration or not, the Parties hereto shall continue to perform their respective obligations under this Agreement throughout the Term of this Agreement.

12. Termination Clause:

BYPL reserves the full right to terminate the banking contract if the trader /utility fails to abide by the terms and conditions as stipulated for banking of the power. In such an eventuality BYPL shall neither be responsible nor liable for any loss suffered by the successful bidder.

13. Disclaimer and BYPL Rights:

This NIT shall not be construed as an offer and BYPL is not bound to banking of energy from any bidder pursuant to this NIT. BYPL reserves the right to increase / decrease the quantum mentioned in this tender document.

BYPL reserves the right to modify or withdraw from the process initiated by it. BYPL reserves the right to reject any or all bids, or any portion of a specific bid for any reason or to accept any bid in full or in part, as may be advantageous to BYPL, without assigning any reason what so ever. BYPL reserves the right to enter into PPA with one or more of the bidders. BYPL assumes no obligation to provide a reason for rejection of a bidders' bid in full or in part.

BYPL reserves the right to cancel the order as a whole or in part at any time in the event of default on the part of the bidder.

Telegraphic / Telex / faxed bids in physical shape shall not be accepted.

14. Contact Person of BYPL:

Sh. Ravindra Gupta
General Manager
2nd Floor, A-Block, Shakti-kiran Building
Karkardooma, New Delhi-110092
Tel (O): 011-41247699
Email: ravindra.gupta@relianceada.com

(To be given on the official letter of the Bidder)

Annexure I

To,

**Head-Power Management,
BSES Yamuna Power Limited
2nd Floor A-Block, Cabin-1,
Shakti-Kiran Bldg, Karkardooma,
New Delhi-110092,
Tel (O) - 011-41247285, 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.) We/I 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 all the terms and conditions are acceptable to us.
- 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: **Return Ratio %:** _____

| Supply of power by BYPL: 0-7 & 20-24 Hrs. | | Return of bank power to BYPL:0-3 & 15-24 Hrs. | |
|--|----------------------|--|----------------------|
| Month | Quantum in MW | Month | Quantum in MW |
| 16 th Oct-31 st Dec 2024 | | May-2025 | |
| Jan-2025 | | June-2025 | |
| Feb-2025 | | July-2025 | |
| Mar-2025 | | 1 st Aug-15 th Sep 2025 | |

Arrangement 2:**Return Ratio %:** _____

| Supply of power to BYPL: 0-3 & 15-24 Hrs. | | Return of banked power by BYPL in 0-24 Hrs. | |
|--|----------------------|--|----------------------|
| Month | Quantum in MW | Month | Quantum in MW |
| May-2025 | | 16 th Oct-31 st Dec 2025 | |
| June-2025 | | Jan-2026 | |
| July-2025 | | Feb-2026 | |
| 1 st Aug-15 th Sep 2025 | | Mar-2026 | |

Arrangement 3:**Return Ratio %:** _____

| Supply of power to BYPL in 0-24 Hrs. | | Return of banked power by BYPL in 0-24 Hrs. | |
|---|--------------|--|----------------------|
| Month | Month | Month | Quantum in MW |
| May-2025 | | 16 th Oct-31 st Dec 2025 | |
| June-2025 | | Jan-2026 | |
| July-2025 | | Feb-2026 | |
| 1 st Aug-15 th Sep 2025 | | Mar-2026 | |

Arrangement 4:

| Supply of power by BYPL in 0-24 Hrs. | | Return of banked power to BYPL in 0-24 Hrs. | |
|--|---------------|---|---------------|
| Month | Quantum in MW | Month | Quantum in MW |
| 16 th Oct-15 th Nov 2024 | | May-2025 | |
| 16 th Nov-15 th Dec 2024 | | June-2025 | |
| Jan-2024 | | July-2025 | |
| Feb-Mar 2024 | | 1 st Aug-15 th Sep 2025 | |

Trading Margin- *to be quoted by Bidder

Note:

1. Supply & return months being the same, Bidders may also submit bids with different import & return time slots other than that specified above. However, Selection/Rejection of such bids shall be at sole discretion of BYPL.
2. For purpose of bid submission, bidders may suitably modify the above table in line with their offer.

Signature: (Authorized Signatory)

Name: _____

Date: ____/____/____

Designation: _____

Name of company/Org.: _____

Address: _____

Telephone No (O)/Mobile: _____

E-mail ID: _____

Seal of company _____

(To be given on the official letter of the Bidder)

Annexure II

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:

Address:

Telephone Number:

E-Mail Address:

Fax Number:

4. Particulars of the Authorized Signatory of the Bidder

Name:

Designation:

Address:

Telephone Number:

E-Mail Address:

FORMAT OF Special Conditions to the Letter of Credit

(To be on non-judicial stamp paper of Rs. 100)

1. This Standby Revolving Irrevocable Letter of Credit is issued by (issuing Bank's Name & Address) at the request of (mention applicant name) to M/s BSES Yamuna Power Limited (Beneficiary).
2. This Standby Revolving Irrevocable Letter of Credit is established is towards security of payment for supply of power on short-term basis through competitive bidding process, acceptance of LOA vide Letter no. _____ dated _____ (Reference-Tender Enquiry No- BYPL/PMG/FY24-25/Tender/Banking-1, dated 10-Sep-2024)
3. The face value of this Revolving Irrevocable Letter of Credit is Rs. _____ (Rupees _____ only).
4. Multiple encashments are allowed at any time up to its limit.
5. The amount negotiated under this Letter of Credit will be reinstated to its original value upon funding of prior withdrawals by the Applicant i.e. (Name of the applicant).
6. Payment under this Standby Letter of Credit shall be done only upon written demand for payment in any format when such demand is presented to us at (mention Banks's Branch with address) signed by and authorized representative of M/s BSES Yamuna Power Limited.
7. The Issuing Bank hereby expressly agrees that it shall not require any proof in addition to the written demand by the beneficiary i.e., BSES Yamuna Power Limited, made in any format, raised at the above-mentioned address of the Issuing Bank, in order to make the said payment to the Procurer.
8. This Standby Letter of Credit shall be valid upto _____ (being 60 days beyond contract period). The issuing Bank shall not be required to pay claims made under this Standby Letter of Credit after the validity of this Standby Letter of Credit. Any claim presented within the validity of SBLC will be paid even after expiry of SBLC.
9. Notwithstanding anything contained hereinabove, our liability under this SBLC is restricted to Rs...../- (Rupeesonly) and it shall remain in force until We are liable to pay the guaranteed amount or any part thereof under this SBLC only if you serve upon us a written claim or demand on or before (Date of expiry).

Signature

Name

Power of Attorney No.

For _ (Insert name of the Bank)

Banker's Stamp and Full Address.

Dated this day of

FORMAT OF PERFORMANCE BANK GUARANTEE**(To be executed on a Non-Judicial Stamp Paper of appropriate value)**

This Guarantee made at _____ this [____] day of [____] 20XX

1. WHEREAS M/s BSES Yamuna Power Limited, a Company incorporated under the provisions of Companies Act, 1956 having its Registered Office at Shakti Kiran Building, Karkardooma, Delhi 110032, India hereinafter referred to as the “ Owner ”, (which expression shall unless repugnant to the context or meaning thereof include its successors, administrators, executors and assigns).
2. AND WHEREAS the Owner has entered into a contract for _____(Please specify the nature of contract here) vide Contract No. _____dated _____(hereinafter referred to as the “Contract”) with M/s. _____, (hereinafter referred to as “the Supplier”, which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include each of their respective successors and assigns) for providing services on the terms and conditions as more particularly detailed therein.
3. AND WHEREAS as per clause ____of Conditions of Contract, the Suppliers are obliged to provide to the Owners an unconditional bank guarantee for an amount equivalent to ten percent (10%) of the total Contract Value for the timely completion and faithful and successful execution of the Contract from [_____] *pl. specify the name of Bank*) having its head/registered office at [_____] through its branch in _____(*pl. specify the name of Branch through which B.G is issued*) hereinafter referred to as “the Bank”, (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns).
4. NOW THEREFORE, in consideration inter alia of the Owner granting the Suppliers the Contract, the Bank hereby unconditionally and irrevocably guarantees and undertakes, on a written demand, to immediately pay to the Owner any amount so demanded (by way of one or more claims) not exceeding in the aggregate [Rs.].....(*in words*) without any demur, reservation, contest or protest and/or without reference to the Supplier and without the Owner needing to provide or show to the Bank, grounds or reasons or give any justification for such demand for the sum/s demanded.
5. The decision of the Owner to invoke this Guarantee and as to whether the Supplier has not performed its obligations under the Contract shall be binding on the Bank. The Bank acknowledges that any such demand by the Owner of the amounts payable by the Bank to the Owner shall be final, binding and conclusive evidence in respect of the amounts payable by the Supplier to the Owner. Any such demand made by the Owner on the Bank shall be conclusive and binding, notwithstanding any difference between the Owner and the Supplier or any dispute raised, invoked, threatened or pending before any court, tribunal, arbitrator or any other authority.
6. The Bank also agrees that the Owner at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor without proceeding against the Suppliers notwithstanding any other security or other guarantee that the Owner may have in relation to the Supplier’s liabilities.
7. The Bank hereby waives the necessity for the Owner first demanding the aforesaid amounts or any part thereof from the Suppliers before making payment to the Owner and further also waives any right the Bank may have of first requiring the Owner to use its legal remedies against the Suppliers, before presenting any written demand to the Bank for payment under this Guarantee.
8. The Bank’s obligations under this Guarantee shall not be reduced by reason of any partial performance of the Contract. The Bank’s obligations shall not be reduced by any failure by the Owner to timely pay or perform any of its obligations under the Contract.

- 9. The Bank further unconditionally and unequivocally agrees with the Owner that the Owner shall be at liberty, without the Bank’s consent and without affecting in any manner its rights and the Bank’s obligation under this Guarantee, from time to time, to:
 - (i) vary and/or modify any of the terms and conditions of the Contract;
 - (ii) Forebear or enforce any of the rights exercisable by the Owner against the Suppliers under the terms and conditions of the Contract; or
 - (iii) Extend and/or postpone the time for performance of the obligations of the Suppliers under the Contract;
 and the Bank shall not be relieved from its liability by reason of any such act or omission on the part of the Owner or any indulgence shown by the Owner to the Suppliers or any other reason whatsoever which under the law relating to sureties would, but for this provision, have the effect of relieving the Bank of its obligations under this Guarantee.
- 10. This Guarantee shall be a continuing bank guarantee and shall not be discharged by any change in the constitution or composition of the Suppliers, and this Guarantee shall not be affected or discharged by the liquidation, winding-up, bankruptcy, reorganization, dissolution or insolvency of the Suppliers or any of them or any other circumstances whatsoever.
- 11. This Guarantee shall be in addition to and not in substitution or in derogation of any other security held by the Owner to secure the performance of the obligations of the Suppliers under the Contract.
- 12. NOTWITHSTANDING anything herein above contained, the liability of the BANK under this Guarantee shall be restricted to _____(*insert an amount equal to ten percent (10%) of the Contract Value*) and this Guarantee shall be valid and enforceable and expire on _____(*pl. specify date*) or unless a suit or action to enforce a claim under this Guarantee is filed against the Bank on or before the date of expiry.
- 13. On termination of this Guarantee, all rights under the said Guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities hereunder.
- 14. The Bank undertakes not to revoke this Guarantee during its validity except with the prior written consent of the Owner and agrees that any change in the constitution of the Bank or the Suppliers shall not discharge our liability hereunder.
- 15. This Guarantee shall be governed by the laws of India. Any suit, action, or other proceeding arising out of, connected with, or related to this Guarantee or the subject matter hereof shall be subject to the exclusive jurisdiction of the courts of **Delhi**, India.

Dated this day of 20XX at

(Signature)

.....

(Name)

.....

(Designation with Bank Stamp)

Attorney as per

Power of Attorney No.....

Date.....